

JNI Logistics, Inc.

1555 McAndrews Road Suite #303, Medford, OR, 97504
MC# 780614 Telephone: 1-541-973-2591 Fax: 1-541-973-2590

Contract Carrier – Broker Contract

This agreement made this (day) _____ of (month) _____ (year) 20____, by and between _____, hereafter referred to as CARRIER, and JNI Logistics, Inc. hereafter referred to as BROKER.

I. IDENTIFICATION OF PARTIES

WHEREAS

- A. CARRIER is a motor carrier of property authorized by MC-_____ (a copy of which is attached hereto and made a part hereof) to provide transportation of property for shippers and receivers of general commodities.
- B. BROKER is a transportation broker, licensed by the Federal Motor Carrier Safety Administration or the former Interstate Commerce Commission to arrange for the transportation of property by license NO. MC #780614 (a copy of which licensed us attached hereto and made part hereof) and controls the transportation of the commodities to be tendered to CARRIER, in accordance with criteria established in Dixie Midwest Express 132 M.C.C 794 (1982)

NOW THEREFORE in consideration of the representation made herein, the parties agree as follows:

II. TERMS AND JURISDICTION OF THE AGREEMENT

This AGREEMENT shall be governed by the Title 49 of the United States Code and the Code of Federal Regulations. This AGREEMENT shall remain in effect for a period of one year from such date, and from year to year thereafter subject to the right of either party to hereto cancel or terminate the AGREEMENT at any time upon not less than thirty (30) days written notice of one party to the other.

III. SPECIFIC OBLIGATION OF CARRIER

- A. CARRIER shall issue a Uniform Straight Bill of Lading in accord with 49 U.S.C. & 81 and the terms and conditions set forth in 49 C.F.R. part 373 for property it receives for transportation under this contract and shall be liable to the person entitled to recover under the bill of lading. The liability imposed by the paragraph is for the actual loss or injury to the property. Failure to issue a bill of lading does not affect the liability of CARRIER.
- B. CARRIER'S liability shall be the same as a common carrier's liability under 49 U.S.C. & 14706. The parties expressly agree that no shipment shall move subject to released rates unless such limitation of liability shall have been specifically agreed to in writing between the parties. A notation on a bill of lading or other similar document shall not constitute the specific agreement required by the provision.
- C. CARRIER agrees to maintain a minimum cargo insurance in the amount of \$100,000 to compensate those parties entitled to recover under the preceding paragraph. CARRIER shall cause its insurance carrier to forward forthwith to BROKER a standard Certificate of Insurance, which Certificate shall require the insurance carrier to give Broker written notice thirty (30) days prior to cancellation of such cargo insurance. The cargo insurance shall be in the form required by the 49 C.F.R. & 387 (Motor common carriers Cargo liability), and shall have no exclusions or restrictions that would not be accepted by the Federal Highway Administration for a filing under the statutory requirements of the above cited section, but shall, in all respects, be identical to the cargo insurance filed in accord with the said party (1 e 49 C.F.R. & 387).
- D. Carriers Liability shall begin at the time cargo is loaded upon CARRIER'S equipment at the point or origin and continue until said cargo is delivered to the designated consignee at destination or to any intermediate stop-off party.
- E. CARRIER agrees to defend and hold harmless BROKER against any and all loss of damage claims on each shipment transported by CARRIER pursuant to this agreement. Carrier further agrees to defend and hold harmless BROKER from all and any liability, costs, and damages to persons and/or property arising out of the CARRIER's operations hereunder including but not limited to all road fuel and other taxes, fees, or permits related to the shipments transport by CARRIER as arranged by BROKER.
- F. The above CARRIER agrees that they will only use trucks and/or trailers listed and scheduled on their cargo and liability insurance policy to transport BROKER'S loads. It is understood that the list of scheduled autos may change from time-to-

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time but at no time will a vehicle and/or trailer be used on BROKER'S loads that are NOT listed on the CARRIER'S current insurance policy.

IV. BILLS OF LADING

- A. The bill of lading shall note that the shipments were transported by CARRIER acting as a carrier and that the shipment was arranged by a BROKER acting as a broker. The name of the underlying shipper shall be inserted in the blank for the consignor/shipper.
- B. CARRIER authorizes BROKER to invoice shipper, receiver, consignor or consignee for freight charges as an agent for and on behalf of CARRIER. Payment of the freight charges by the BROKER shall relieve the shipper, receiver, consignor or consignee of any liability to the CARRIER for non-payment of charges.

V. PROVISIONS AS TO THE SETTLEMENT OF CARGO CLAIMS

- A. Cargo claims shall be investigated and settled in accordance with the regulations codified at 49 C.F.R. Part 370. As a condition precedent to recovery claims must be filed in writing with the receiving or delivering carrier or carrier issuing the bill of lading or carrier on whose line the loss, damage, injury or delay occurred or carrier in possession of the property when the loss, damage, injury or delay occurred within one year after delivery. Suits shall be instituted against the carrier within two years, three months, and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part of parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereof in accordance with the foregoing provisions, no carrier hereunder shall be liable and such claims shall not be paid. Suits on cargo claims must be instituted in the federal state court where the broker is located.
- B. If any dispute arises about a cargo claim the party who alleges a violation may file suit in the federal district or the states and county in which BROKER is located.
- C. CARRIER assumes full liability for the actual loss of or injury to the property tendered to CARRIER to negate a possibility of CARRIER moving these goods on released rates with a limitation of liability and Paragraph III (A) Specifically imposes with obligation upon CARRIER Paragraph VII (A) (above) imposes a further obligation on CARRIER that claims shall be settled in accordance with 49 & C.F.R. Part 370 and extends the time for filing of claims and subsequent suits and this is also designed to meet the distinct needs of the BROKER.

VI. RESOLUTIONS AS TO ALL DISPUTES OTHER THAN CARGO CLAIMS

If a dispute arises or relates to the Agreement other than a dispute about cargo claims and the parties have not been successful in resolving such a dispute through negotiation the parties agree that the parties shall have the right to resort to any remedies permitted by law. Parties agree that any and all remedies shall be carried out in the county where BROKER is located.

VII. RELATIONSHIP OF THE PARTIES

The relationship of CARRIER to BROKER shall at all times be that of an independent contractor except the BROKER shall be the agent for the CARRIER for the collection of charges when the shipper pays BROKER as per Paragraph IV.

VIII. ACCOUNT PROTECTION

CARRIER understands and agrees that BROKER has put forth substantial effort and investment to develop its accounts and to secure the good will of its customers. As part consideration of this Contract, neither CARRIER, nor a related or unrelated person or entity acting on CARRIER'S behalf shall, for the term of this Contract and for a period of one (1) year after the effective date of any termination hereof, directly or indirectly, attempt to solicit, serve, divert or bypass, or perform any services for compensation for any shipper or receiver where (A) such shipper or receiver first became known to the CARRIER as result of BROKER'S efforts; or (B) where the freight of the shipper or receiver was first tendered to CARRIER by BROKER. Unless CARRIER is given prior written authorization, CARRIER agrees to pay BROKER a commission of fifty (50%) percent of all revenues billed to any account of BROKER in violation of any of the foregoing for a period of fifteen (15) months, and such commission shall be due and payable within thirty (30) days after the billing date. CARRIER further agrees as part consideration for this Contract, that it will treat all matters relating to the business of BROKER, or its customers, as confidential business information entrusted to CARRIER solely for its use in performing services under this Contract. Such information will not be divulged in any way to any person except as is necessary for CARRIER to carry out its obligations under this Contract. The provisions of this Section VIII shall survive termination of this Contract.

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IX. NON-DISCLOSURE

BROKER has developed certain confidential and proprietary information including, but not limited to, trade secrets, documentation, performance features, techniques, pricing, dealings, arrangements, objectives, packaging concepts, blocking and bracing, loading techniques, locations and customer information. CARRIER acknowledge that all Confidential Information which has or will come into its possession or knowledge after the Effective Date in connection with business discussions, conferences, or other activities in pursuit of a business relationship between BROKER and CARRIER is secret, confidential and unique, and constitutes the exclusive property of BROKER. In the event on any violation or threatened violation of the Agreement by CARRIER, BROKER shall be authorized and entitled to seek from any court of competent jurisdiction preliminary and permanent injunctive relief as well as an equitable accounting of all profits or benefits arising from such violation, which rights and remedies shall be cumulative and in addition to any other rights or remedies at law or equity to which BROKER may be entitled.

X. CO-BROKERING PROHIBITED

Carrier agrees that it shall transport all loads tendered to it under its own authority on equipment owned or leased by it and use employees or independent contractors under contracts with it. Should a violation of the preceding sentence occur CARRIER agrees to pay any and all charges relating to the movement of the shipment and to indemnify and hold harmless BROKER and or BROKER'S customers from any and all freight charges claimed to woe directly to the underlying motor carrier. CARRIER also agrees to settle any cargo claims that may arise in connection with a violation of this paragraph pursuant to 49 U.S.C & 14706.

XI. FORCE MAJEURE

Neither party hereto will be liable for the failure to tender nor timely transport under this Agreement if such failure, delay, or other omission is caused by strikes, acts of God, war, accidents, civil disorder or through compliance with legally constituted order of civil or military authorities.

XII. MODIFICATION

Any modification to the terms and conditions of this Agreement must be in writing and signed by authorized representatives of both parties to be enforceable.

XIII. MERGER

This writing represents the entire agreement between the parties. All terms and conditions of this Agreement are contained within the "four corners" of this agreement.

XIV. SEVERABILITY

If any part of this AGREEMENT is held unenforceable the rest of the AGREEMENT will continue in effect.

XV. AUTHORITY

The authorized person signing below has an actual binding authority on behalf of the party they sign for. It is the CARRIER'S responsibility to ensure that the person signing is an authorized representative.

IN WITNESS WHEREOF,

The parties have set their hands and seals this _____ day of _____, 20_____

CARRIER NAME _____

BROKER: **JNI Logistics, Inc.**

AUTHORIZED SIGNATURE: _____

AUTHORIZED SIGNATURE: 

PRINT NAME & TITLE: _____

PRINT NAME & TITLE: **JIM PARRISH**

PHONE NUMBER: _____

PHONE NUMBER: **541-973-2591**

E-MAIL: _____

E-MAIL: **JNIFLOGISTICS-AP@GMAIL.COM**

Initial Here: _____