

Boulet Freight Management, Inc - Transportation Contract

This Transportation Contract is made by and between BOULET FREIGHT MANAGEMENT INC., (hereafter referred to as "BROKER") and _____, (hereinafter referred to as "CARRIER").

WHEREAS, BROKER is duly licensed by the Interstate Commerce Commission in Docket No. MC282924 to engage in operations as a broker of general commodities (except household goods) between points in United States, and is engaged in the business of selling or offering for sale or negotiating transportation in interstate or intra state commerce, and

WHEREAS, CARRIER is motor carrier operating in interstate commerce pursuant to the authority issued to it by the Interstate Commerce Commission in Docket No. MC _____ to operate as a contract carrier, and

WHEREAS, BROKER and CARRIER have, upon due consideration, determined that a Transportation Contract is to their mutual advantage, they hereby agree to the following terms and conditions:

1. The term of the Transportation Contract shall be perpetual, provided that either party may terminate same by giving 30 days written notice to the other. If, however, termination is instituted by CARRIER, then CARRIER will pay BROKER a 10% commission for a period of one year from the cancellation date on traffic revenue generated for accounts first introduced to it by BROKER.
2. BROKER agrees to pay CARRIER for the transportation services provided under this Transportation Contract Net 30 from receipt of invoice. Individual loads tendered to Carrier by Broker will each be confirmed via a "Load Confirmation" in writing with reference to this Transportation Contract. Billing by CARRIER and payment by BROKER of the agreed amount will be in accordance with this Transportation Contract or affiliated Confirmation. Copies of or facsimile images of this Transportation Contract and/or affiliated Confirmations, and their respective signatures will be considered originals.
3. CARRIER shall be liable for all loss, damage, or liability to the property it transports under this Transportation Contract and in accordance with the *Code of Federal Regulations* Title 49 – Transportation.
4. CARRIER agrees to hold BROKER harmless, and indemnify from, any liability for personal injury or property damage occurring during operations conducted by CARRIER pursuant to this Transportation Contract.
5. CARRIER will be responsible to comply with all applicable Local, State, Federal and Provincial (if operating in Canada) regulations pertaining to the operations of a motor carrier.
6. CARRIER agrees that it will refrain from direct communication with customers introduced by BROKER, without the expressed knowledge and written approval of BROKER, and hereby agrees that neither it, nor its agents, nor anyone under its control, will approach those customers for the purpose of selling its services directly to the customer without the participation of BROKER. Breach of this provision will constitute termination of the Transportation Contract by CARRIER, and invoke the provisions of Item 1.
7. Carrier agrees that it will function under the terms of the Transportation Contract strictly as a duly permitted contract carrier and hereby waives any and all rates provisions which may be contained in its published common carrier tariffs.
8. This Transportation Contract shall be deemed to be effective on the first day that the CARRIER and BROKER commence business together, and the parties hereby agree that the provisions herein properly express and memorialize the complete understanding as contained in any prior Transportation Contract, either written or verbal. Facsimile and or scanned copies of this Transportation Contract and any facsimile signatures or scanned images of the signature of the parties hereto will be considered as original.

Carrier: _____

Boulet Freight Management Inc.
P.O. Box 357
Fairfield, ME 04937-0357

Address: _____

By: _____

By: _____

Date: _____

Date: _____