**ProAm Logistics , LLC**

**BROKER**

**Contract Carrier Ageement**

THIS AGREEMENT made this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ by and between\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(and all affiliates and subsidiaries) MC#\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_an I.C.C. licensed contract motor (“Carrier”) and National Service Transport LLC/ProAm Logistics LLC 4265 45th St S Ste 111-29, ICC# MC830273 licensed broker **ProAm Logistics LLC herein known as “BROKER”.**

1. This Agreement shall govern all shipments arranged for by **BROKER** as a property broker and tendered by it to Carrier for transportation by Carrier. This Agreement shall be effective one year from the date of execution and shall automatically renew on the anniversary date unless canceled by either party in writing on 60 days notice.
2. CARRIER warrants that it maintains personal injury and property damage insurance ($1,000,000) minimum per occurrence or CSL as required by 49 CFR 387 of the FMCSA. In addition, Carrier warrants that it maintains all risk (broad form) motor cargo insurance as required in the amount equal to the full value of the maximum quantity of goods expected to be transported at any one time under this AGREEMENT, but in no event in an amount less then $100,000.00 per shipment, to compensate **BROKER,** consignor or consignee for any and all loss or damage to property which was placed in possession or control of CARRIER in connection with transportation services under this AGREEMENT. CARRIER agrees that its cargo and liability insurance policies shall require the insurance carrier(s) to give **BROKER** written notice thirty (30) days prior to the day the cancellation of such policies. CARRIER shall furnish to **BROKER**, copies of insurance policies and Standard Certificate(s) of insurance for both cargo and the liability risk naming **BROKER**certificate holder.
3. **BROKER** agrees to pay CARRIER for the transportation of freight moved under this AGREEMENT in accordance with the rates set forth in rate confirmation sheets, which will become part of this contract. Standard payment terns are 30 days from the date of receipt of all paperwork and supporting documents. Modifications or additions to these rates must be agreed to in writing to meet specific shipping schedules. Verbally modified rates must be confirmed in writing and signed by both parties. If **BROKER** pays the freight invoice on a reduced amount, such shall constitute the agreement rate, unless CARRIER indicates in writing the contract to **BROKER** within thirty (30) days of its receipt of payment. All modification and additions to the rates made either in writing or verbally and confirmed in writing, or as established by the billing and payment by the parties together with the underlying freight bills, shall be deemed as appendices to and considered a part of , the AGREEMENT.
4. **BROKER** and Carrier agree that this written bilateral contract is made in accordance with 49 U.S.C. 14101(b) and that all applicable statues, duties and obligations are expressly waived to the extent they are in conflict with the terms and conditions of this Agreement. No rule, tariff classification, term or condition not expressly included in this document or agreed to in writing and acknowledge by both parties shall modify or supersede the terms and conditions of this Agreement.
5. CARRIER shall comply with all federal, state and local laws, including but not limited to, laws governing the safe operation of commercial vehicles, employment laws, etc. Carrier warrants that its equipment is maintained in good order, and is suitable for the transportation of shipments tendered to it. As an independent contractor, Carrier agrees to defend and indemnify and hold harmless Broker and its customers from and against all fines or penalties and liabilities resulting from Carrier’s failure to comply with such laws, rules, regulations, or ordinances. The parties agree that this Agreement is not intended to create a joint venture or a subcontracting relationship. Carrier warrants that it is solely responsible for compliance with all workmen’s compensation law governing its employees and that it is in compliance with those laws.
6. As required by law and regulations, the CARRIER shall issue a Uniform Straight Bill of Lading to the Shipper showing the actual Consignor and Consignee and **BROKER** shall not be shown on the document in any capacity except as the “Broker” arrange transportation in the “Bill To” section in “Special Instructions” or in the “Routing” section of such document. CARRIER shall issue all Bills of Lading in its own name and shall be liable to the owner of the freight for the actual loss and damage to that freight transported under this AGREEMENT, while in the care or custody of the CARRIER subject to the requirements of 49 U.S.C. 14706. All claims for loss and damage salvage shall be handled and processed in accordance with the regulations of FMCSA as published in 49 CFR 370.  **BROKER** reserves the right to offset freight invoices for any loss, damages, pallet charges, or any other charges that are created by the CARRIER in their performances under this AGREEMENT. Claims liability and payments are the responsibility, of the CARRIER, not **BROKER** on behalf of the shipper. If the terms, conditions or provisions of the bill of lading or any other shipping form utilized shall be in conflict, this AGREEMENT shall govern.
7. CARRIER agrees to defend and hold **BROKER,** consignee, and consignor, harmless from and indemnify **BROKER** for any liability resulting from loss or damage to any freight transported by CARRIER pursuant to this AGREEMENT, including all costs to defend claims, including attorney fees. CARRIER also agrees to defend and hold **BROKER** harmless from, and indemnifies **BROKER** for, any liability resulting from personal injury or property damage that may occur during the operations of CARRIER pursuant to this AGREEMENT, including all costs to defend claims including attorney’s fees.
8. CARRIER will bill charges for transportation services directly to **BROKER** and CARRIER shall provide **BROKER** with and original signed Bill of Lading and Delivery Receipt (or certified copy same), plus a copy of the signed rate addendum in order to receive payment. CARRIER must invoice **BROKER** with the original Bill of Lading and Proof of Delivery within 30 days or forfeit payment. It is the CARRIER’S responsibility to provide documentation for any and all accessorial charges except for fuel surcharge.
9. CARRIER agrees to support and protect **BROKER’S** efforts in performance of this Agreement by refraining from any direct contact or solicitation of **BROKER’S** customers during the term of the AGREEMENT and for a period of one (1) year from the time of the termination of this AGREEMENT, unless otherwise agreed to in writing. As liquidated damages, Carrier agrees to pay Broker a ten percent (10%) commission on all traffic handled in violation of this covenant for a period of one (1) year following cancellation of this Agreement.
10. The relationship of CARRIER to **BROKER** shall at all times, be that of an independent contractor, except that **BROKER** shall be the agent for CARRIER for the collection and payment of charges to CARRIER. The CARRIER authorizes **BROKER** to invoice the customer a consignee, or consignor, for freight charges on behalf of the CARRIER and agrees to **BROKER**, as their customer, is solely responsible for payment at all charges to CARRIER.
11. The provision of thei AGREEMENT shall be binding upon and ensure directly to the benefit of the parties hereto and the consignor and consignee of all shipments transported hereunder and may be independently asserted and enforced by them. Obligations of this AGREEMENT are separate and divisible and in the event that any clause is deemed unenforceable, the balance of the AGREEMENT shall continue in full force and effect.
12. CARRIER agrees that **BROKER**’**S** compensation hereunder for its services is confidential and need not be disclosed to CARRIER. CARRIER further agrees that it will not reveal to anyone the terms of this AGREEMENT, the pricing of transportation services, or any other details of the business conducted between CARRIER and NATIONAL SERVICE TRANSPORT LLC/PROAM LOGISTICS, LLC.
13. This contract is binding upon the parties hereto, their successors and assigns, and shall be construed under the Laws of the State of North Dakota. The parties agree that jurisdiction and venue of any legal action arising pursuant to this agreement shal vest and remain in the County of Cass.
14. This agreement shall be deemed to be effective on the first date that CARRIER and **BROKER** commenced business together and parties agree that the provisions contained herein properly express and memorialize the complete understanding of the parties as contained in all prior AGREEMENTS, both verbal and in writing. This AGREEMENT shall be effective continuously subject to the right of either party to the other.

 **Please execute and return all 3 pages of this agreement with a completed W-9, proof of insurance, and a**

 **copy of your FMCSA authority to fax number 701-566-7376 or by mail to 4265 45th St S Ste 111-29 Fargo,**

 **ND 58104.**

 **FOR THE CARRIER**

 **ProAm Logistics, LLC**

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 COMPANY (CARRIER NAME)