



**BROKER-CARRIER AGREEMENT**

This agreement (“**Agreement**”) is made and entered into this day\_\_\_\_, of this month\_\_\_\_, of this year\_\_\_\_ (“**Effective Date**”), by and between Quick Transport Solutions Inc., a California corporation, having its principal place of business at P.O. Box 3686, Hayward, CA 94540 (“**Broker**”), Motor Carrier No. MC# 642741 and \_\_\_\_\_, having his principal place of business at \_\_\_\_\_ (“**Carrier**”), Motor Carrier No. MC#\_\_\_\_\_; and Broker and Carrier collectively, the “**Parties**” or each separately, a “**Party**”)

WHEREAS, the Broker is a duly formed corporation who’s employees have the knowledge, skills and ability to locate businesses with a need for transportation services for their product; AND;

WHEREAS, the Carrier is a Registered Motor Carrier authorized to provided transportation of property under contracts with shippers and receivers and/or brokers of general commodities operating in Interstate Commerce, pursuant to a permit issued by the Interstate Commerce Commission (“ICC”); and represents that he/she does not have an “Unsatisfactory” safety rating issued by the Federal Motor Carrier Safety Administration (FMCSA), U.S. Department of Transportation, and will notify Broker in writing immediately if it’s safety rating is changed to “Unsatisfactory” or “Conditional” basis.

NOW THEREFORE; the Broker and Carrier have determined an agreement is to their mutual best interest and in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Service. Broker agrees to offer for shipment and Carrier agrees to transport the property, under its own operating authority and subject to the terms of this Agreement by motor vehicle from and to such points between which service may be required such quantities of authorized commodities as the Broker may require subject to Carrier’s availability of suitable equipment. In consideration of the terms of the agreement and the requirements of the ICC, the Broker agrees to tender to the Carrier a minimum of one (1) shipment during the term of this agreement.
2. Fax Consent: The Parties to this Agreement are agree that all shipment related activities that are faxed will be considered as a binding contract
3. Term. The term of this agreement shall commence on the effective date and continue until terminated by either party upon thirty (30) days prior written notice.

Broker Initials: \_\_\_\_\_ Carrier Initials: \_\_\_\_\_

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4. Termination. Either Party may terminate this agreement with or without cause by giving the other party thirty (30) day advance written notice of its intent to terminate. In the event of termination of this Agreement for any reason, the Parties shall be obligated to complete performance of any work in progress in accordance with the terms of this Agreement.
5. Carrier's Rights & Duties. The Carrier shall be liable for all loss, damage or liability occasioned by transportation of property arranged for by the Broker, while such property is being transported by the Carrier. Carrier agrees to procure, maintain insurance in the minimum types and amounts as required by law and to compensate Broker, owner or consignee for loss or damage to property belonging to Broker, owner or consignee which property comes into the possession of Carrier.

The Carrier shall have the right to decline to ship on any given account on good cause and providing the Broker is notified twenty four (24) hours prior. Once the Carrier has accepted the request of the Broker, transportation will be provided with all reasonable dispatch. The Carrier shall provide Broker with equipment that meets Department of Transportation standards and complies with Federal Safety regulations.

Carrier will prepare and issue to Broker for payment of transportation charges in writing a billing for services rendered on a per shipment basis indicating therein such rates and accessorial charges have been mutually agreed upon in order to meet specific shipping schedules in a prompt manner attaching such evidence of bill of landing and original copy of shipping order as is accepted standard of trade. The Carrier agrees that the verbally agreed and/or the faxed and signed "Rate Sheet Confirmation" will be the full amount due for all transportation services and no other amount will be billed or expected to be paid by the Broker.

Carrier agrees it will not knowingly re-broker, assign or interline the shipments hereunder, communicate by telephone or otherwise directly with clients referred to it by the Broker, without the express knowledge and approval of the Broker. It is understood by the Carrier the provisions herein pertain to "back soliciting." Carrier hereby agrees neither it nor anyone under its employ will approach shipper clients introduced to it by the Broker for the purpose of providing services without the participating of Broker, for as long as the Broker is in operation. If Carrier breaches this provision, following delivery, Broker shall be entitled to a commission of 1 ½ percent (1.5%) of the gross transportation revenue (as evidenced by freight bills) received by Carrier for the transportation of said freight as liquidated damages. Additionally, Broker may seek injunctive relief and in the event it is successful, Carrier shall be liable for all costs and expenses incurred by Broker, including, but not limited to, reasonable attorney's fees.

6. Broker' Rights And Duties. Broker shall uphold the good reputation of the Carrier, and shall not misrepresent the services and abilities of Carrier nor disturb any present accounts of Carrier, not part of this agreement. BROKER agrees to solicit and obtain freight transportations

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business for Carrier to the mutual benefit of Carrier and Broker, and shall offer Carrier at least one (1) load/shipment annually.

Broker shall inform Carrier of (a) place of origin and destination of all shipments; and (b) if applicable, any special shipping instructions or special equipment requirements, of which Broker has been timely notified.

Broker agrees to pay Carrier for services rendered on a per shipment basis listing Carriers billing number, origin, date agreed upon revenue and destination of shipment, if necessary, provided the commodities referred to herein are those authorized commodities or products which have been obtained by the Broker for transport and to which the Carrier has agreed to transport at a compensation agreed upon between the Carrier and the Broker. Rates or charges, including but not limited to stop-offs, detention, loading or unloading, fuel surcharges, or other accessorial charges, released rates or values, or tariff rules or circulars, shall only be valid when specifically agreed to in a signed writing by the Parties.

7. Responsibilities And Liabilities. The relationship between the Carrier and the Broker shall be that of an independent contractor, each to the other, and at no time shall be that of an independent contractor, each to the other, and at no time shall the employees, agents or associates of one be considered the employees, agents or associates of the other.
8. Payment. The Parties agree that Broker is the sole party responsible for payment of Carrier's charges. Failure of Broker to collect payment from its customers shall not exonerate Broker of its obligation to pay Carrier. Broker agrees to pay Carrier's invoice as agreed, and Carrier has complied with the terms of this Agreement, Carrier may not seek payment from the Shipper or other party responsible for payment at any time without after giving Broker five (5) business days advance written notice. Carrier shall not seek payment from Shipper if Shipper can prove payment to Broker. Broker agrees to pay Carrier within thirty days (30) of receiving signed original bill of lading (proof of delivery) unless the carrier wants to utilize the Quick Pay options.
9. Indemnification. The Carrier shall defend with competent counsel, indemnify and hold the Broker, its shareholders, directors, officers, employees, and agents harmless from and against any liabilities, causes of action, claims, suits, damages, losses, judgments, penalties, contributions, fines, and fees, including without limitation, all attorneys' fees and costs, brought by or on behalf of any person, firm, corporation, government authority or other entity based upon arising out of or in connection with, in whole or in part, the acts or omissions, with or without negligence, of Carrier, its employees, agents, or contractors.

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10. Bond. Broker shall maintain a surety bond/trust fund on file with the Federal Motor Carrier Safety Administration (FMCSA) in the form and amount required by that agency's regulations.
11. Equipment: Subject to its representations and warranties, Carrier agrees to provide the necessary equipment and qualified personnel for completion of the transportation services required for Broker and/or its customers. Carrier will not supply equipment that has been used to transport hazardous wastes, solid or liquid, regardless of whether they meet the definition in 40 C.F.R. 261. § 261. Carrier agrees that all shipments will be transported and delivered with reasonable dispatch, or as otherwise agreed in writing.
12. Bills of Lading: Carrier shall issue a bill of lading in compliance with 49 U.S.C. 80101 et seq., 49 C.F.R. 373. 101 (and any amendments thereto), for the property it receives for transportation under this Agreement. Unless otherwise agreed in writing, Carrier shall become fully responsible/liable for the freight when it takes/receives possession thereof, and the trailer(s) is loaded, regardless of whether a bill of lading has been issued, and/or signed, and/or delivered to Carrier, and which responsibility/liability shall continue until delivery of the shipment to the consignee and the consignee signs the bill of lading or delivery receipt. Any terms of the bill of lading inconsistent with the terms of this Agreement shall be controlled by the terms of the Agreement. Failure to issue a bill of lading, or sign a bill of lading acknowledging receipt of the cargo, by Carrier, shall not affect the liability of CARRIER.
13. Loss & Damage Claims: Carrier shall comply with 49 C.F.R. 370.1 et seq. and any amendments and/or any other applicable regulations adopted by the Federal Motor Carrier Safety Administration, U.S. Department of Transportation, or any applicable state regulatory agency, for processing all loss, damage and salvage claims.

Carrier's liability for any cargo damage, loss, or theft from any cause shall be determined under the Carmack Amendment, 49 U.S.C. 14706; and liability for special damage is expressly assumed by Carrier

Neither Party shall be liable to other for consequential damages without prior written notification of the risk of loss and its approximate financial amount, and agreement to assume such responsibility in writing.

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Notwithstanding the terms of 49 C.F.R. 370.9, Carrier shall pay, decline or make settlement offer in writing on all cargo loss or damage claims within thirty (30) days of receipt of the claim. Failure of Carrier to pay, decline or offer settlement within this thirty (30) day period shall be deemed admission by Carrier of full liability for the amount claimed and a material breach of this Agreement.

Carrier's liability for cargo damage, loss, or theft from any cause for any one shipment, under Bill of Lading section above, shall not exceed \$\_\_\_\_\_ unless Carrier is notified by Broker or Shipper of the increased value Five (5) days prior to shipment pickup.

- 14. Settlement of Disputes. If a dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure.

Both parties waive their right to a jury trial and agree that no Court action can be taken by either party prior to mediation and/or arbitration proceedings. Parties further agree that the decision of the Arbitration Association shall be binding on both parties and in any subsequent action in Court. Further, this provision shall be binding on Company, Contractor, and any subcontractor or sub-subcontractor who signs this Agreement or any other contract that incorporates this Agreement by reference.

Insurance: Carrier agrees to furnish a Contract Carrier authority as well as a certificate of insurance listing:

- 1. Truckers Form Auto Liability Insurance in the amount of One Million Dollars (\$1,000,000.00), including owned, hired, and non-owned vehicles;
- 2. Cargo Liability Insurance in the amount of One Hundred Thousand Dollars (\$100,000.00), without exclusions or restrictions;
- 3. Workers Compensation, unemployment, social security and disability insurance, as necessary by state, from an insurance carrier approved by each state in which services are performed hereunder.

The Carrier shall cause its insurance carrier to name Broker as an additional named insured under both the Truckers Form Liability Insurance and the Cargo Liability Insurance. Carrier shall furnish Broker with Certificate (s) of Insurance, or insurance policies providing thirty (30) days advance notice of cancellation or termination

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Nothing in this Agreement shall be construed to avoid Carriers liability due to any exclusion or deductible in any insurance policy.

15. Confidentiality. In addition to Confidential information protected by law, statutory or otherwise, the Parties agree that all of their financial information and that of their customers, including but not limited to freight and brokerage rates, amounts received for brokerage services, amounts of freight charges collected, freight volume requirements, as well as personal customer information, customer shipping or other logistics requirements shared or learned between the Parties and their customers, shall be treated as Confidential, and shall not be disclosed or used for any reason without prior written consent. In the event of violation of this Confidentiality paragraph, the Parties agree that the remedy at law, including monetary damages, may be inadequate and that the Parties shall be entitled, in addition to any other remedy they may have, to an injunction restraining the violating Party from further violation of this Agreement in which case the prevailing Party shall be liable for all costs and expenses incurred, including but not limited to reasonable attorney’s fees.

16. General Provisions:

- a. Governing Law and Jurisdiction. The validity interpretation and performance of this Agreement shall be governed by the laws of the state of California without giving effect to principles of comity or conflicts of laws thereof.
- b. Arbitration. Both parties waive their right to a jury trial and agree that no Court action can be taken by both party prior to arbitration and the decision of the Arbitration Association shall be binding on both parties, in any subsequent action in Court.
- c. Assignment: Carrier automatically assigns to Broker all its rights to collect freight charges from Shipper or any responsible third party or receipt of payment from Broker. Carrier may not assign this agreement or duties under this agreement without prior written consent of Broker.
- d. Non-Exclusive: Carrier and Broker acknowledge and agree that this contract does not bind the respective Parties to exclusive services to each other. Either party may enter into similar agreements with other carriers, broker, or freight forwarders.
- e. Amendments: This Agreement and any Exhibits attached may only be amended by mutual written agreement.

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- f. Notices. Parties agree to promptly notify each other of any claim that is asserted against either of them by anyone arising out of the Parties performance of this Agreement. Parties further agree that all notices provided or required by this Agreement, shall be made in writing and delivered, via certified overnight mail return receipt requested, to the addresses shown above with postage prepaid. Notices sent as required hereunder, to the addresses shown in this Agreement shall be deemed sent to the correct address, unless the Parties are notified in writing of any changes in address.
- g. Survival. In the event any of the terms of the Agreement are determined to be invalid or unenforceable as written. The representations, rights and obligations of the parties hereunder shall survive termination of this Agreement for any reason.
- h. Entire Agreement: Unless otherwise agreed in writing, this Agreement contains the entire understanding of the Parties and supersedes all verbal or written prior agreements, arrangements, and understandings of the Parties relating to the subject matter stated herein. The Parties further intend that this Agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence may be introduced to reform this Agreement in any judicial or arbitration proceeding involving this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date set forth above.

**Company:**

Quick Transport Solutions Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title:

Date: \_\_\_\_\_

**Contractor/Carrier:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title:

Date: \_\_\_\_\_

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