



**PLANET FREIGHT, INC.
BROKER/CARRIER AGREEMENT**

This Agreement is made this _____ day of _____ and shall govern the services provided by _____, a licensed motor carrier pursuant to Docket No. MC-_____ (hereinafter referred to as a "Carrier") and Planet Freight, Inc., (hereinafter referred to as "Broker"), and a licensed property broker pursuant to Docket No. MC#329146,

1. Broker is an agent authorized by its customers to negotiate and arrange transportation of their shipments in interstate commerce
Carrier shall transport a series of interstate shipments arranged by Broker pursuant to carrier load confirmation sheet(s) included herewith or subsequently incorporated by reference.
This contract is for the benefit of the third party customers for whom shipments are being made and in the event of any default, accident or injury to the shipped property; such third party customer will have the right to bring a direct claim against the Carrier.

2. **TERMS OF THE AGREEMENT.** This agreement shall be for a period of one (1) year and should be automatically renewed unless cancelled. Either party may terminate this Agreement upon fifteen (15) days written notice. Carrier may not assign this agreement to another party without the express written consent of Broker.

3. **CARRIER WARRANTS TO BROKER** (and its shipper's principals) that it meets the following criteria:

A. **INSURANCE** Carrier shall maintain during the term of this agreement, the following: Risk cargo insurance in the amount of not less than \$100,000 per shipment. Worker's compensation insurance as prescribed by law of the state in which the Carrier is located, covering any persons employed by the Carrier performing services under this agreement.

Vehicle liability insurance with regard to any vehicle used by the Carrier to provide transportation and services pursuant to this agreement. Said policy shall have limits of at least \$1,000,000 combined single limit for bodily injury and property damage per occurrence.

Public liability insurance in the amount of at least \$1,000,000 combined single limit for bodily injury and property damage per occurrence as required by federal regulation (BMC-91 on file);

All vehicle liability insurance and general liability insurance shall designate Broker as additional insured. All such insurance must be primary and non-contributory and require to respond and pay prior to any other insurance or self insurance available. Carrier agrees that Carrier, Carriers insurers and anyone claiming by, through, under or in Carrier's behalf shall have no claim, right of action or right of subrogation against Broker and its customers based on any loss or liability insured against under the foregoing insurance.

Carrier agrees to provide Broker, upon request, certificates or adequate proof of the notification to Broker at least thirty (30) days prior to the cancellation of any change in the insurance policies mentioned above.

B. Carrier shall maintain satisfactory U.S. DOT safety ratings and is otherwise authorized to provide the proposed services; and

C. Carrier shall be in compliance with all applicable laws.

4. **RATES AND CHARGES.** Broker shall pay Carrier for services rendered in an amount equal to the rates and accessorial charges agreed to on Broker's load confirmation sheet or other signed writing. Additional modifications of the rate or accessorial charges may be established or amended verbally in order to meet specific shipping schedules, as mutually agreed, but such changes shall be followed by a written agreement. All requests by the Carrier for additional payment will be allowed only if the Carrier receives written confirmation from the Broker for said charges. Carrier must submit proof of delivery of each shipment to its assigned destination, free of damage or shortage, with invoices to Broker as agent for the shipper. Payment terms shall be 30 days from receipt of carrier's invoice.

5. **GOVERNING RULES.** The following rules shall apply:

The terms of the uniform straight bill of lading:

Standard claims rules otherwise applicable to common carriers (49 C.F.R. "370 and carrier rule tariffs)

Cargo claims liability as set forth in the Carmack Amendment (49 U.S.C. 14706);

Destination market value for lost or damaged cargo, no special or consequential damages unless by special written agreement;

Claims will be filed with Carrier by Shipper; and

Broker's customer is third party beneficiary of this Agreement.

If there is a disagreement between the contract and the bill of lading or tariff or other shipping document the contract provisions take precedence.

6. **INDEPENDENT CONTRACTOR STATUS.** The relationship of the Carrier to the Broker shall, at all times be that of an independent contractor as defined under all state and federal laws. Neither the Carrier nor any person employed by Carrier shall ever be construed as employees of Broker, nor shall this Agreement be construed as to create an employment relationship of any kind between Broker and Carrier or its employees. In no event shall the relationship of the parties be one of principal and agent, employer and employee, partner, or joint ventures.

7. **SHIPPING DOCUMENT EXECUTION.** Carrier shall issue and sign a standard bill of lading acceptable to the Broker and underlying shippers on acceptance of goods. All documents shall show the consignor and consignee, and the Carrier's name shall be shown on the bill of lading as the carrier of record. The Broker's name will not be shown on the bill of lading as carrier. If it does appear, it must reflect transportation broker only. The Carrier's driver shall sign the bill of lading and also write the name of the Carrier.

8. **DOUBLE BROKERING.** Carrier may not double broker the load or use equipment other than its own equipment without first notifying Broker and receiving prior written consent.

9. NOTIFICATION OF ACCIDENTS. Carrier agrees to notify Broker immediately of all accidents or occurrences, which may impair the safety, condition or materially delay the delivery of the shipment.

10. PROPERTY DAMAGE and CARGO LOSS. Carrier shall be solely responsible for the cargo shipped from the time shipper releases it to Carrier until it is delivered and received by Consignee. Carrier shall be liable for any loss, damage, delay, claim or theft of cargo. Carrier specifically agree that Carrier will notify broker of any overage of, shortage of or damage to any freight immediately upon delivery to any consignee, and Carrier agrees to assume sole and complete liability for any overage or shortage of, or damage to any freight not reported.

11. INDEMNIFICATION. Carrier agrees to indemnify and hold Broker and its customers harmless from and against all actions, claims, liabilities, litigation, causes of action, damages, costs and expenses of every kind and character (including reasonable fees of attorneys) resulting from, arising out of or related to this Agreement or caused solely or in part by any act or omission of Carrier, its employees or agents in the performance of this Agreement or the services provided hereunder.

12. NO BACK SOLICITATION. Carrier agrees to not back solicit any shipper, consignor, consignee, or customer of Broker, including but not limited to all where (1) the availability of such traffic first became know to Carrier as a result of Broker's efforts, or (2) where the traffic of the shipper, consignor, consignee, or customer of the Broker was first tendered to the Carrier by the Broker. As liquidated damages, Carrier agrees to pay back (10%) commission on all traffic handled by the customers first introduced to Carrier by Broker for a period of one (1) year following cancellation of this agreement.

13. LAWS AND INTEGRATION. This Agreement, together with any load confirmation contains the entire agreement between the parties and may only be modified by signed written agreement. Carrier and Broker hereby consent to the jurisdiction and venue of Winnebago County, Wisconsin for all actions and legal claims relating to this agreement. On governing law, this Agreement shall be subject and governed by the laws of the state of Wisconsin. In the event either party deems it necessary to enforce the terms of this Agreement by litigation or other legal process, Broker shall be entitled to the cost and disbursement of such action, including reasonable attorneys fee, if it prevails.

14. AMENDMENTS/WAIVER. The parties agree that there are no oral representations, agreements or understandings affecting this Agreement; that any further representations, agreements, or waiver to be binding upon the parties must be in writing and attached to this Agreement.

Carrier

By: _____

Print _____

Broker

Planet Freight, Inc.

By:  _____

Ronald M. Jankowski