BROKER-CARRIER AGREEMENT

THIS AGREEMENT is made and entered into on ____________, 20_____, by and

Between PB Logistics Servivces, LLC (“BROKER”) and ________________________________.

1. TERM. The Term of this Agreement Shall Be for one (1) year and shall automatically renew for a successive one (1) year period; provided, however, that this Agreement may be terminated at any time by giving thirty (30) days prior written notice.

2. CARRIER’S OPERATING AUTHORITY AND COMPLIANCE WITH LAW. CARRIER represents and warrants that it is duly and legally qualified to provide the transportation services contemplated herein, and CARRIER agrees to comply with all federal, state and local laws regarding the provision of such services.

3. SPECIFIED SERVICES. Carrier’s services under this Agreement are specifically designed to meet the distinct needs of BROKER under the specified rates and conditions set forth herein.

4. RECEITS AND BILLS OF LADING. Each shipment hereunder shall be evidenced by a receipt in such form as specified by BROKER or, alternatively, by Broker’s customer signed by CARRIER showing the kind and quantity of product received by CARRIER of its obligations and responsibilities with respect to any shipment made hereunder. Such receipt shall be prima facie evidence of receipt of such shipment in good order and condition unless otherwise noted on the face of such receipt by CARRIER. Upon delivery of each shipment made hereunder, CARRIER shall obtain a receipt showing the kind and quantity of product delivered to the consignee of such shipment at the destination specified by BROKER, and CARRIER shall cause such receipt to sign by the consignee. Any terms, conditions and provisions of the bill of lading, manifest or other form of receipt or contract shall be subject and subordinate to the terms, conditions and provisions of this Agreement. CARRIER shall notify BROKER immediately of any exception made on the bill of lading, manifest or other receipt.

5. CARRIER’S OPERATIONS AND EMPLOYEES. CARRIER shall, at its sole cost and expense: (a) furnish all equipment necessary or required for the performance of its obligations hereunder (the “Equipment”); (b) pay all expenses related, in any way, with the use and operation of the Equipment; (c) maintain the Equipment in good repair, mechanical condition and appearance; and (d) utilize only competent able and legally licensed personnel. CARRIER shall have full
control of such personnel and shall perform the services hereunder as and independent contractor.

6. INDEMNITY. CARRIER shall defend, indemnify, and hold harmless BROKER form and against all loss, damage, Expense, cost, including reasonable attorney fees, fines, actions and claims for injury to persons (including death ) and for damage to property arising out of or in connection with Carrier's loading, handling, transportation, unloading or delivery of any shipments made hereunder.

7. INSURANCE. CARRIER shall procure and maintain, at its sole cost and expense, liability insurance with a reputable and financially responsible insurance carrier insuring CARRIER against liability insurance with a reputable and financially responsible insurance carrier insuring CARRIER against liability for personal injury (including death ) and property damage in an amount not less that $1,000,000.00 per occurrence, and all risk cargo insurance for claims, damage or loss of or damage to freight is and amount not less than $100,000.00 per occurrence, and any additional insurance that may be required by applicable law. CARRIER will cause BROKER to be named as an additional insured on such insurance, and shall furnish to BROKER written certificates obtained from the insurance carrier showing that such insurance has been procured, is being properly maintained, the expiration date, and specifying that written notice of cancellation or modification of the policies shall be given to BROKER at least thirty (30) days prior to such cancellation or modification. Upon request, CARRIER shall provide BROKER with copies of the applicable insurance policies.

8. FREIGHT LOSS, DAMAGE OR DELAY. BROKER shall submit to CARRIER written notice of any cargo claim, including loss or expenses resulting from Carrier's delay in providing service, within twelve (12) months of the delivery date of this shipment, or, if no delivery, the date of the occurrence resulting in the claim. The filing, processing and disposition of all cargo claims shall be governed by 49 C.F.R. 1005 et seq. CARRIER shall be liable to BROKER for cargo claims occurring while in the possession or under the control of CARRIER shall be liable to the other for any loss, damage, delay of failure to perform caused by acts of God, public enemy, inherent nature of the cargo, wars strikes, fires or floods. CARRIER shall be liable to BROKER or Broker's customers for any freight loss, damage or delay claim.

9. WAIVER OF CARRIER'S LIEN CARRIER. Shall not withhold any goods of Broker's customer on account of any dispute as to prices or any alleged failure of BROKER to pay charger incurred under this Agreement. CARRIER is relying upon the general credit of BROKER and hereby waives and releases all liens which CARRIER might otherwise have to any goods of Broker's customers in the possession or control of CARRIER.

10. PAYMENTS. CARRIER will charge and BROKER will pay for transportation services performed under this Agreement the rates and chargers as shown on the Schedule of Rates
attached as Appendix A and any written supplements or revisions there to signed and agreed to by CARRIER and BROKER Payment by BROKER will be made within thirty (30) days of receipt by BROKER of Carrier’s freight bill, bill of lading, clear delivery receipt, and any other necessary billing documents enabling BROKER to ascertain that service has been provided at the agreed upon charge. In the event service is provided and it is subsequently discovered that there was no applicable rate in the existing Schedule of Rates or supplements, the parties agree that the rate paid by BROKER and collected by CARRIER shall be the agreed upon contract rate. In no event shall BROKER be liable for any transportation charges for which BROKER did not have primary responsibility for payment under the circumstances surrounding the involved shipment. Carrier agrees that BROKER is solely liable for all freight charges related to the transportation services provided herein, and, as such, CARRIER agrees to refrain from all collection efforts against the shipper, receiver, consignor, consignee or Broker’s customer. BROKER may deduct from any payment any amount CARRIER is indebted to BROKER, including freight loss, damage and delay claims.

11. CARRIER WILL NOT SOLICIT BROKER’S CUSTOMERS. CARRIER will not solicit traffic from any shipper, consignor, consignee or customer of BROKER where (1) the availability of such traffic first became known to CARRIER as a result of BROKER was first tendered to CARRIER by BROKER if CARRIER breaches this Agreement and directly or indirectly solicits traffic from customer of BROKER and obtains traffic from such customer during the term of this Agreement of for twelve (12) months thereafter, CARRIER shall be obligated to pay BROKER, for a period of fifteen (15) months thereafter, commission in the amount of twenty percent (20%) of the transportation revenue resulting from traffic transported for such customer, and CARRIER shall provide BROKER with all documentation requested by BROKER to verify such transportation revenue.

12. ASSIGNMENT/MODIFICATION/BENEFIT OF AGREEMENT. This Agreement may not be assigned or transferred in whole or in part, and supersedes all other agreements and all tariffs, rates, classifications and schedules published, filed or otherwise maintained by CARRIER. This Agreement shall be binding upon and enure to the benefit of the parties hereto.

13. SEVERABILITY. In the event that the operation of any portion of this Agreement results in a violation of any law, the parties agree that such portion shall be severable and that the remaining provisions of this Agreement shall continue in full force and effect.

14. WAIVER. CARRIER and Shipper expressly waive any and all rights and remedies allowed under 49 U.S.C. 14101 to the extent that such rights and remedies conflict with this Agreement. Failure of BROKER to assist upon Carrier’s performance under this Agreement or to exercise any right or privilege shall not be a waiver of any Broker’s rights or privileges herein.
15. **DISPUTE RESOLUTION.** Any dispute which cannot be resolved by agreement of the parties shall be resolved by arbitration before a single arbitrator appointed by, and proceeding under the rules of the American Arbitration Association in Chicago, Illinois.

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**"BROKER"**

PB Logistics Services, LLC  
205 E. Main St. Suite A  
Brownsburg, IN 46112  
Phone: 317-286-3788  
Fax: 317-286-3741  
Email: Operations@pbllc.com

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**"CARRIER"**

Company: ____________________________  
Address: ____________________________  
Phone: ______________________________  
Toll Free: ___________________________  
Fax: ________________________________  
Email: ______________________________