



BROKER/CARRIER AGREEMENT

This Broker-Carrier Agreement is entered into this ____ day of _____, 2018, by and between, PGC Logistics, LLC, (hereinafter "Broker") and _____, (hereinafter "Carrier").

WITNESSETH:

WHEREAS, Broker is duly licensed to engage in operations in interstate or foreign commerce, as a broker, in arranging for the transportation by motor vehicle of general commodities (except household goods) under FMCSA Broker's License No. MC 470896; and WHEREAS, Carrier is a motor carrier of property and holds authority from the ICC to provide transportation of property as a contract, or common carrier; and WHEREAS Broker agrees to offer for shipment and Carrier agrees to transport by motor vehicle as a contract carrier, to and from those points between which service may be required such quantities of authorized commodities as the Broker may desire. NOW THEREFORE, in consideration of the mutual covenants herein contained; the parties agree as follows:

1. For transportation business solicited or obtained by Broker and brokered to Carrier hereunder, Carrier shall, at its cost, furnish motor vehicles, equipment, drivers and personnel necessary to transport commodities to and from those locations and in accordance with pick-up and delivery schedules designated by Broker. Carrier shall perform all such transportation services in accordance with all applicable federal, state and local laws, rules and regulations, and with schedules and directions supplied by Broker.

2. (a) For the full and proper performance of each trip by Carrier hereunder, Broker shall pay Carrier in 30 days after Carrier submits invoice and paperwork in accordance with rates and charges agreed upon between the parties at the time Broker arranges transportation of the freight. The parties acknowledge that Broker shall invoice and collect directly from the shippers, and Carrier shall invoice Broker directly for its fees. As a condition of payment, Carrier shall provide to Broker all documents necessary for Broker to receive payment from the shipper, including specifically the original signed delivery receipt, shipping order, and/or bill of lading.

(b) Broker shall be entitled to deduct from any fees or other sums owing to Carrier hereunder amounts for which Carrier is liable to Broker under the terms of this Agreement, including but not limited to Paragraphs 4(a) or (b) below, or amounts for which Carrier is liable to Broker by reason of any default by Carrier of any provision hereof.

3. The relationship of Broker to Carrier shall at all times be that of independent contractor, and nothing herein shall be deemed to create the relationship of employee/employer, partner, principal/agent, or joint venture partner between the parties. Carrier shall be free to determine the means and methods of the performance of the transportation services brokered to it hereunder, including the methods of loading and unloading commodities, the selection of routes and the selection of drivers and personnel. Carrier shall bear and retain all responsibility and liability for the payment of all costs and expenses, which in connection with the transportation services provided by it hereunder, which costs and expenses shall be deemed to include, but not be limited to, equipment repair and maintenance costs, fuel and lubricants, fuel taxes, salaries and other compensation for Carrier's employees, tolls and ferries, fines and penalties, and insurance coverage.

4. (a) Carrier shall indemnify, hold harmless and defend Broker, its parent, their affiliates, employees and assigns, against any and all claims, fines, penalties, demands, liabilities, losses and expenses, including



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reasonable attorney's fees, for injury or death to person, damage to property, violation of applicable federal, state or local law, regulation or ordinance, or shipper claims for cargo loss, damage, shortage or late delivery, arising from or in connection with Carrier's performance of the transportation services brokered to it hereunder.

(b) Carrier shall be fully liable and responsible for all loss, destruction, shortage, theft, spoilage or other liability of any kind to or for all cargo, the transportation of which has been arranged by Broker, while such cargo is in the care, custody or control of Carrier or otherwise arising out of Carrier's transportation or failure to transport, such cargo. Carrier's liability hereunder shall include any claims made by shipper or its customers related to any delayed or late delivery by Carrier of the cargo brokered to it hereunder. Carrier's liability for loss or damage of any cargo transported by it hereunder shall begin at the time cargo is loaded on Carrier's equipment at point of origin and shall continue until said cargo is delivered to the designated consignee at destination. Carrier's liability hereunder shall be based on the replacement cost of the lost or damaged cargo.

(c) Common Carrier Liability. It is understood and agreed that the Broker assumes the same liability as a common carrier for full actual loss as provided in 49 U.S.C. Sec. 14706 (the "Carmack Amendment"), for any loss, damage or delay to Broker's goods that are transported pursuant to this Agreement, and that its liability shall not be limited to damages caused by its negligent acts or omissions or breach of its duties by broker. The obligations assumed hereunder by Broker are independent of, any obligations or liability of the carriers that may be engaged by Broker.

5. (a) Pursuant to regulations of the FMSCA, Broker shall post and maintain surety Bond in the applicable amounts required by the FMSCA and U.S.DOT.

(b) Carrier shall procure and maintain, at its expense, a policy of comprehensive automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) combined single limit for bodily injury and property damage, as well as cargo insurance in the minimum amount of Five Hundred Thousand Dollars (\$500,000.00) for loss or damage to cargo which comes into the possession of Carrier in connection with its transportation services hereunder, unless agreed upon in writing to differ. Carrier shall arrange to name Broker, and if so directed by Broker, the shipper, as additional insured(s) on all such policies hereunder and shall furnish to Broker certificates of insurance evidencing the above coverage. Carrier shall procure such insurance from companies acceptable to Broker. Such insurance shall provide that Broker shall receive thirty (30) days prior written notice of any alteration, modification or cancellation thereof. Nothing contained herein shall be construed to limit Carrier's liability to the insurance limits set forth above, and at all times hereunder, Carrier assumes common carrier liability for the safe transportation of cargo tendered to it.

6. This Agreement shall commence on the date above written and shall continue in effect until terminated by either party providing to the other party thirty (30) days written notice of its intention to terminate this Agreement. This Agreement shall govern the parties rights and obligations with respect to loads which are brokered to Carrier by Broker from time to time during the term hereof; nothing contained in the Agreement, however, shall be deemed to obligate Broker to tender any minimum amount of freight to Carrier or to utilize the services of Carrier exclusively ad Broker makes no representations with respect to any specific amount of freight or number of shippers to be solicited by Broker for Carrier hereunder.



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7. Carrier will support and protect Broker's efforts hereunder by refraining from any direct or indirect solicitation of shippers and/or customers identified by broker, provided that Carrier shall be permitted to communicate with such shippers and/or customers for operational and scheduling purposes only. If Carrier solicits any shipper(s) or customer(s) introduced to it by Broker, in violation of this provision, Carrier shall pay to Broker immediately on demand, an amount equal to twenty (20%) of all revenues received by Carrier from such shipper(s) or customer(s) for the one (1) year period from the date of the first shipment violation hereof. This provision shall survive the termination of this Agreement.

8. Any notice to be given by one party to the other shall be in writing and sent certified or registered, return receipt requested United States mail, postage prepaid.

9. Carrier may not assign or delegate this Agreement, or any rights or obligations imposed upon it hereunder, without the prior written consent of Broker.

10. In the event that it is necessary to engage an attorney; including one regularly employed by either party as such, to enforce any of the terms and conditions of this Agreement, the prevailing party shall be entitled to receive, and the other party agrees to reimburse it for, all costs and expenses incurred by it in said action, including, but not limited to reasonable attorney's fees and expert witness fees awarded by the court and costs. The other Party agrees to pay the above items to the prevailing party on demand.

11. This Agreement embodies the whole Agreement between the parties. There are no provisions, terms, conditions, or obligations other than those contained herein and provided for. This Agreement shall supersede all previous communications, negotiations, representations or agreements, either verbal or written between the parties hereto. This agreement may not be amended or modified in any respect unless in writing by both parties.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed as of the day and year first above written.

Carrier: _____ Broker: PGC Logistics, LLC _____

By: _____ By: Dan Massalone _____

Signature: _____ Signature: _____

Title: _____ Title: President _____