



Broker/Carrier Contract

Please SIGN & FAX this contract to Prestige Worldwide Logistics (PWL). Also, send Insurance, MC authority and W-9.

BROKER-CARRIER CONTINUING CONTRACT, by and between PWL MC#783503, here in after referred to as "BROKER", and _____ (Carrier Name), operating under authority MC# _____ issued by the Federal Motor Carrier Safety Administration, here in after referred to as "Carrier".

Both CARRIER and BROKER hereby agree to the following terms and conditions:

CARRIER RESPONSIBILITIES

- A. The CARRIER shall be liable for loss, damage and/or liability incurred by transporting property arranged by broker, while under the car, custody or control of CARRIER. CARRIER agrees to assume all costs associated with the liability and transportation of property. CARRIER understand and agrees that the control of all drivers, including but not limited to logs and hours of service is the responsibility of the CARRIER, It is the responsibility of CARRIER to notify broker if there will be an hours of service issue with the driver.
- B. The relationship of CARRIER to BROKER is, and shall remain, that of an independent contractor.
- C. CARRIER warrants that it has liability insurance in an amount at least equal to FMCSA requirements. CARRIER shall maintain workers compensation and employers liability insurance as required by any jurisdiction applicable to CARRIER. CARRIER warrants that it has cargo insurance covering any load under its care, custody or control and CARRIER is responsible for cargo loss or damage above amount paid by insurance.
- D. CARRIER warrants that it is duty and legally qualified to provide the transportation services agreed upon as a contract carrier.

BROKER RESPONSIBILITIES

The broker shall uphold the good reputation of the CARRIER and shall not misrepresent the services and abilities of CARRIRE nor disturb any CARRIER accounts.

PAYMENT/BILL OF LADING

Broker will pay CARRIER within 30 days of broker's receipt of original Bill of Lading showing CARRIER as CARRIER or record, Proof of Delivery signature with no exceptions noted, CARRIER invoice and any applicable receipts for accessorial charges agreed upon, including BROKER shall pay ONLY the amount shown on the Load Rate Agreement/Confirmation, which is negotiated and sent with each load tendered to CARRIER by broker. CARRIER agrees that non-performance of load, late deliveries or the like may be offset form payment. If Bill of Lading is not provided when loaded, then it is the CARRIERS responsibility to make one for the freight and get necessary signatures at loading point and unloading point.

BACK SOLICITATION AND CO-BROKERING

CARRIER agrees not to "back-solicit" any customer or shipper of broker, either directly or indirectly. It is agreed by the CARRIER that if such event occurs, the CARRIER will pay the broker 20% commission on all traffic. CARRIER agrees that they will be the sole CARRIER for the entire shipment and there will be no brokering of said load to another CARRIER. "Co-Brokering" will result in nonpayment of load, no exceptions.

IDEMNIFICATION

CARRIER agrees to indemnify and hold broker harmless from any loss or damage occasioned by transportation arranged by broker, including but not limited to, injury or death sustained by CARRIER. CARRIER shall pay all costs, expenses, and attorney fees which may be expended or incorrect by broker in remedy of any litigation brought against broker because of any act or omission of CARRIER under this agreement.

FORCE MAJEURE

Neither broker nor CARRIER will be liable for the failure to lender or timely transport freight under the agreement if such failure, delay or other omission is caused by strikes, acts of God, accidents or civil disorder.

Both broker and CARRIER agree that facsimile or computer generated signatures shall have the same force and effect in binding each to this agreement as original signatures.

CANCEL FEES

In the event this agreement is place by PWL in the hands of an attorney or collection agency for collection, CARRIER agrees to pay, in addition to the account balance, all collection costs including reasonable attorney's fee' (including such fees and costs incurred in the successful defense of any cross claim or counterclaim brought against PWL).

Broker: Prestige Worldwide Logistics LLC

CARRIER: _____

Signature: _____

Signature: _____

Printed Name: Haittam Greib

Printed Name: _____

Date: _____

Date: _____