

CARRIER / BROKER AGREEMENT

This agreement is entered into between E. T. Transportation Services, Inc., a licensed F.H.A. property broker, MC 315329-B, hereinafter referred to as "broker" and \_\_\_\_\_  
Hereinafter referred to as "carrier".

Whereas, the broker is a licensed property broker and engaged in the business of negotiating and conducting the transportation of regulated commodities in interstate commerce over public highways and whereas,  
\_\_\_\_\_, MC \_\_\_\_\_, is a motor carrier operating in the interstate commerce, pursuant to operating authority issued to it by the Federal Highway administration.

Now, therefore, in consideration of the mutual covenants and promises hereinafter set forth, the parties agree as follows:

1. The terms of this agreement shall be continuous provided, however, that either party may terminate the same upon mutual agreement with 30 (thirty) days written notice.
2. The carrier agrees under this agreement to transport goods on a mutually agreed rate negotiated on a per load basis by both parties.
3. The broker will handle all billing and accept remittance liability on acceptable payment terms mutually agreed upon by both parties.
4. The carrier shall be liable for all loss, damage, or liability occasioned by transportation of property arranged by the broker while being transported by the carrier.
5. The broker shall uphold the good reputation of the carrier and will not misrepresent the services and abilities of the carrier nor disturb any present carrier accounts as mutually agreed upon.
6. The carrier shall provide broker with equipment that meets the department of transportation standards and complies with federal safety regulations.
7. The carrier agrees that under no circumstances will it communicate directly with customers referred to it by the broker with or without the express and approval of the broker. The carrier hereby agrees that neither it nor its agents, nor anyone under its control, will approach these customers for the purpose of selling its services directly or accepting traffic from the customer without the broker participation.
8. According to the Negotiation Rates Act, the broker will offer to the carrier a minimum of three loads per year.
9. This agreement contains the entire sales contract and no additions can be made unless in writing and signed by both parties.

In witness whereof, the parties hereto have signed their names on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Thomas H. Whitney  
Print Name

Thomas H. Whitney  
Authorized Broker Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Authorized Carrier Signature

COMPANY ADDRESS

E.T. Transportation Services, Inc  
P.O. Box 51  
Palermo, ME 04354  
Phone: 207-993-2026  
Fax: 207-993-2839

COMPANY ADDRESS

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