

HTC BROKER/CARRIER AGREEMENT

This Agreement shall govern the services provided by _____, with offices located in _____, _____ a licensed motor carrier pursuant to Docket No. MC _____ (hereinafter referred to as "Carrier") and HTC INC hereinafter referred to as "Broker"), a licensed property broker pursuant to Docket No. MC- 272938.

1. Broker is an agent authorized by its customers to negotiate and arrange for transportation of their shipments in interstate commerce.
2. 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.
3. 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. Carrier must submit proof of delivery with invoices to Broker as agent for the shipper. Payment terms shall be twenty one (21) days from receipt. Carrier further agrees to only seek payment from Broker for services rendered.
4. Carrier warrants to Broker (and its shipper's principals) that it meets the following criteria: (a) Carrier shall maintain all risk cargo insurance in the amount of not less than [\$100,000.00] per shipment; (b) Carrier shall maintain public liability insurance in the amount of not less than [\$1,000,000.00] as required by federal regulation (BMC-91 on file); (c) Carrier shall maintain workers compensation insurance as required by state law; (d) Carrier shall agree to provide certificates of insurance upon request; (e) Carrier shall maintain satisfactory U.S. DOT safety ratings and is otherwise authorized to provide the proposed services; and (f) Carrier shall be in compliance with all applicable laws.
5. Governing Rules. The following rules shall apply: (a) The terms of the uniform straight bill of lading; (b) Standard claims rules otherwise applicable to common carriers (49 C.F.R. '370 and carrier's rules tariffs); (c) Cargo claims liability as set forth in the Carmack Amendment (49 U.S.C. '14706); (d) Destination market value for lost or damaged cargo, no special or consequential damages unless by special agreement; (e) Claims will be filed with Carrier by Shipper; and (f) Broker's customer is third party beneficiary of this Agreement
6. Shipping Document Execution Carriers are to be named on the bill of lading as the "carrier of record". Broker shall be shown as the third party payorm of all freight charges
7. Indemnification Carrier agrees to indemnify and hold Broker and its customers harmless from any claims or loss caused solely by any act or omission of Carrier, its employees or agents in the performance of this Agreement or the services provided hereunder.
8. Law and Integration. This written Agreement, together with any load confirmation, contains the entire agreement between the parties and may only be modified by signed written agreement. Michigan law, venue and jurisdiction shall apply.
9. This Agreement shall be for the period of one (1) year and shall be automatically renewed unless canceled either party may terminate this Agreement upon fifteen (15) days written notice.
10. Carrier agrees to not back solicit any customer of Broker, either directly or indirectly. As liquidated damages, Carrier agrees to pay back a ten percent (10%) commission on all BROKER customer shipments for a period of one (1) year following cancellation of this Agreement.
11. **DOUBLE-BROKERING OUR FREIGHT IS PROHIBITED UNDER ANY CIRCUMSTANCE.** Any loads Co-brokered by CARRIER without the express written authorization of BROKER for the specific load in question will be grounds for immediate cancellation of our AGREEMENT and termination of any future freight services. If such co-brokering becomes known to BROKER prior to the payment of the freight charges, BROKER shall withhold payment and make settlement directly to the carrier actually transporting the shipment. Acceptance of a load as a Contract or Common CARRIER and then subcontracting the load to a third party freight or property broker will be interpreted as assignment of that load and acceptance of the conditions of this policy. Payment will be made directly to the CARRIER actually performing the transportation service.

Broker

Carrier

Company Officer Signature _____

Company Officer Signature _____

Company Officer Title _____

Company Officer Title _____

Print Name: _____

Print Name: _____

Company Name: **HTC INC.**

Company Name: _____

Signed Date: _____

Signed Date: _____