

MASTER AGREEMENT

This Agreement (the "Agreement") is between, **BLAKEMAN TRANSPORTATION, INC., PO Box 4340, Fort Worth, TX 76164**, hereinafter referred to as "**BTI**", and _____ hereinafter referred to as "CARRIER", whose address is _____.

WHEREAS, BTI is a federally licensed transportation broker, authorized to arrange for the transportation of property by motor carrier under License No. MC 214825 (a copy of which license is attached hereto and made a part hereof);

WHEREAS, CARRIER is a motor contract carrier of property authorized by Permit No. ICC MC/DOT _____ (a copy of which is attached hereto and made a part hereof) to provide transportation of property for BTI;

WHEREAS, BTI may from time to time engage the services of CARRIER to transport property and such engagement shall be pursuant to, and in accordance with, the terms and conditions of this Agreement; and

WHEREAS, this Agreement shall be governed by Title 49 of the United States Code, the Code of Federal Regulations and the federal common law of interstate transportation of goods. The transportation provided is deemed contract carriage regardless of carrier's actual authority. CARRIER'S tariffs, circulars or service guides shall not apply unless specifically agreed to and incorporated by reference herein.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

- 1.** CARRIER'S relationship to BTI shall be that of independent contractor and exercises exclusive control over its equipment, employees, and the means and methods of carrying out its contractual obligations hereunder. CARRIER shall be responsible for providing workers' compensation coverage or equivalent insurance coverage for its employees.
- 2.** CARRIER represents and warrants to BTI that it has and will maintain proper Federal Motor Carrier Safety Administration /Dept. of Transportation ("FMCSA/DOT") Authority to transport any property in interstate commerce. CARRIER further represents and warrants to BTI that it will comply with all applicable federal, state and local laws and regulations, including but not limited to the ELD Mandate, FDA's Food Safety Modernization Act ("FSMA") and the Sanitary Food Transportation Act, et al. effective April 6, 2017, as relating to the operations of a motor carrier.
- 3.** CARRIER'S liability shall begin at the time cargo is loaded upon CARRIER'S equipment at the point of origin, and continue until said cargo is delivered to the designated consignee at destination, or to any intermediate stop-off party. CARRIER acknowledges that it is responsible for the loading and securing of all shipments and has the duty to inspect each shipment. Unless otherwise specified by BTI,

CARRIER shall be responsible for loading and unloading the property onto and from the motor vehicle.

4. CARRIER agrees to transport by motor vehicle, from and to such points between which service may be required, such quantities of authorized commodities as BTI may require and request.

5. Both BTI and CARRIER acknowledge that the success of their relationship, under the terms of this Agreement, shall require their full and mutual cooperation, and that they shall act to fulfill all of their legal responsibilities, including, but not restricted to, those contained herein. The parties acknowledge that BTI is acting solely in the capacity as a "Transportation Broker".

6. BROKER agrees to pay CARRIER at the agreed rate within 30 days of receipt by BROKER of CARRIER'S invoice, and "clean" transportation documents (as required in the rate confirmation provided to CARRIER prior to shipment) showing timely delivery in good condition. CARRIER authorizes BROKER to invoice shipper, receiver, consignor or consignee for freight charges as agent for and on behalf of CARRIER. Payment of the freight charges to BROKER shall relieve shipper, receiver, consignor, or consignee of any liability to the CARRIER for non-payment of charges. CARRIER shall pay all expenses related to the transportation of said property.

7. CARRIER agrees to maintain cargo insurance in an amount no less than \$100,000, to compensate claimant for loss or damage to property belonging to BTI, owner or consignee which property comes into the possession of CARRIER in connection with its transportation service. In addition, CARRIER agrees to include "Reefer Breakdown Coverage" as part of its cargo insurance. CARRIER'S liability is not limited to the amount of insurance. The cargo insurance shall be in the form required by FMCSA/DOT and shall have no exclusions or restrictions that would not have been accepted by the FMCSA for required insurance. CARRIER'S insurance agent will supply BROKER with a Certificate of Insurance with BTI named as certificate holder and identifying any and all exclusions, limitations and deductibles including but not limited to geographic, target commodities, theft, unattended vehicles, scheduled vehicles or drivers. Insurance carrier is to give written notice to BTI thirty days prior to the cancellation of such cargo insurance.

8. CARRIER'S liability is for the actual loss or injury to the property as set forth in 49 U.S.C. 14706. The liability shall be for the full value of the item which shall mean the replacement cost of the lost or damaged item(s). All claims for loss and damage, and any salvage arising there from shall be handled and processed by CARRIER in accordance with federal regulations, currently 49 C.F.R. 370. If CARRIER fails to acknowledge, investigate or resolve claims in accord with 49 C.F.R. 370, BTI shall be entitled to offset claims against any all freight charges owed. CARRIER agrees to notify BTI immediately in reference to any O/S/D occurrence (no later than 8 hours after the event) and agrees that failure to notify BTI will be grounds (over and above the claim's value) for a \$100.00 deduction from any settlement due CARRIER for hauling a BTI Brokered load. The parties expressly agree that no shipment shall move subject to released valuation unless such limitation of liability is specifically agreed to in writing by the parties. A notation by the carrier or its agent on a bill of lading or other shipping document shall not constitute the specific agreement required. Carrier has the duty prior to shipment to either ask BROKER for the value of the shipment, or notify BROKER in writing that it will not accept shipments of certain commodities or over certain maximum values.

9. Directions supplied by BTI or its Customers either orally and/or in written form are for informational purposes only. It is the CARRIER'S sole responsibility to confirm that it may lawfully operate a loaded vehicle of any weight, commodity, or dimension over any highway, bridge or route. Nothing in this Agreement shall be construed as requesting or requiring CARRIER to violate the federal safety regulations regarding hours of service set forth at 49 C.F.R. 395 and/or applicable State regulations. Where CARRIER makes pick-up and delivery commitments to BROKER, BROKER reasonably relies on CARRIER'S knowledge and expertise that such transit time is consistent with the safety regulations. Where necessary CARRIER shall employ team drivers and use all other reasonable means to meet its commitments without additional cost to BROKER.

10. CARRIER agrees to maintain: Worker's Compensation insurance as prescribed by the laws of the states in which the transportation services shall be performed including Employer's Liability Insurance in the amount of at least \$500,000 combined single limit; Automobile Bodily Injury and Property Damage Insurance covering all owned, non-owned and hired vehicles including blanket contractual coverage in the amount of \$1,000,000 combined single limit per occurrence. CARRIER shall cause its insurance carrier to forward forthwith to BROKER a standard Certificate of Insurance, which Certificate shall require the insurance carrier to give BROKER written notice thirty (30) days prior to the cancellation of such cargo insurance.

11. Each shipment shall move under the terms and conditions of a uniform (standard) Bill of Lading, which shall contain the standard provisions as to the filing and settlement of claims, and include consideration of paragraph (10) above. CARRIER acknowledges and agrees that all Bills of Lading shall be signed by CARRIER and that CARRIER is responsible for the accuracy of information (and the property that it represents) contained within said Bills of Lading.

12. INDEMNIFICATION: Carrier agrees to indemnify, defend and hold BROKER and Broker's Customer harmless from all and any allegations, claims, liability or costs for injury to persons and/or damage to property which are in any way caused, contributed to or exacerbated by the breach of contract, negligent or intentional acts or omissions of CARRIER, its employees, drivers, helpers, subcontractors, independent contractors or agents, or arising out of CARRIER'S operations hereunder, including but not limited to claims for respondeat superior, negligent selection, hiring or supervision of carrier its employees, agents or subcontractors. CARRIER acknowledges that where the loss, injury or damage arises from the underlying breach, acts or omissions of carrier, as opposed to any active or direct breach, act or omission of BROKER or its customers, CARRIER'S defense, indemnification and hold harmless obligations are triggered regardless of the form, cause of actions or allegations against BROKER or its customer. Indemnification shall include attorneys' fees and cost, including fees and costs for enforcement of this Agreement. However, Carrier's has no obligation to indemnify Broker or Broker's Customer for their own (Broker or Broker's Customer) negligent acts or omissions giving rise to the claim.

13. Rates and charges for services performed under this Agreement shall be as agreed to between the parties in writing. Such rates and charges may be listed in addenda to this Agreement, and may be periodically revised by mutual agreement of the parties. Rates may also be established verbally in order to meet specific shipping schedules as mutually agreed, but such oral Agreement shall be reduced to writing in order to remain binding between the parties. However, in no instance shall the submission of a freight bill supersede rates agreed to orally, or included in this Agreement and its

addenda. BTI shall pay CARRIER in accordance with the rates and charges provided in this Agreement and its addenda.

14. CARRIER warrants that its equipment shall be clean, in good working order, properly licensed, identified and insured and suitable for the transportation requested, and that no trailer or other vehicle which transports commodities shall ever have been used to transport refuse, garbage, trash or solid or liquid waste of any kind whatsoever, whether hazardous or non-hazardous, and CARRIER will remain in full compliance with the FDA's Food Safety Modernization Act ("FSMA") and the Sanitary Food Transportation Act and any similar or successor act(s). CARRIER agrees that the equipment to be used under this Agreement shall be clean, odor-free, dry, leak-proof, free of contamination or infestation and suitable for transportation of foodstuff for human consumption. If Carrier has hauled fertilizer, manure, compost, animals, uncooked meat, eggs, or dairy products, Carrier must clean all equipment with a sanitizing agent and provide documentation of the prior shipment and cleaning to consignor at next pick-up. If consignor determines that the equipment does not meet its reasonable standards of acceptability, Carrier shall clean or replace the equipment at its own cost.

15. All drivers shall be well trained, properly licensed and insured, tested, and directed to use the utmost care and due diligence in the protection of shipper's commodities. CARRIER shall not have a U.S. DOT Safety Rating of "Unsatisfactory" or CSA rating of "Unfit". CARRIER agrees to notify BROKER within 24 hours of any change in its Safety Rating on the Safestat or CSA Basic database maintained by the FMCSA. The CARRIER is to cover all of its expenses for operating as a CARRIER, including insurance, permits and taxes.

16. CARRIER must meet defined set temperature instructions as provided in documentation and on shipping documents provided to CARRIER. Temperature settings for certain materials/products and mixes of these products on loads and time of year will determine the required set temperature for these loads. CARRIER'S TRUS must provide a fresh protect setting with a temperature delta of no more than 4 degrees from Set Point in the Continuous operating mode for SHIPPER's perishable loads.

17. As per 49 USC 13901(c), CARRIER hereby warrants that it is and shall perform the services herein as a motor carrier under MC# DOT# noted above, and shall transport all loads tendered to it under its own authority, on equipment owned or leased by it, and use employees ONLY under contract with it. **CARRIER agrees NOT to "broker" any shipment tendered to CARRIER by BTI under any circumstance unless prior written agreement on shipment by shipments basis.** Any person who knowingly authorizes, consents to, or permits, directly or indirectly, either alone or in conjunction with any other person, a violation of this warranty, including but not limited to "double brokering" is liable to BTI for liquidated damages of \$10,000 for each violation plus all valid freight charge, cargo or other claims incurred without regard to amount. BTI shall also be entitled to its collection and costs of enforcement, interest and attorneys' fees. The liability for claims under this section for unauthorized or "double brokering" shall apply, jointly and severally to any corporate entity or partnership involved; and to the individual officers, directors, and principals of such entities. Additionally, if CARRIER

"brokers" a shipment, CARRIER forfeits the right to collect freight charges and agrees BROKER may pay such charges directly to the underlying carrier. To the extent BROKER pays CARRIER, CARRIER agrees to pay any and all charges relating to the movement of the shipment, and to indemnify and hold harmless BROKER and/or BROKER'S customers from any and all freight charges claimed to be owed to the underlying motor carrier. CARRIER also agrees to settle any cargo claims that may arise in connection with such shipment as the carrier under 49 U.S.C. 14706 regardless of whether it took possession of the freight or was the actual carrier or not.

18. On behalf of the shipper, consignee and broker interests, to the extent that any shipments subject to this Agreement are transported within the State of California, CARRIER warrants that:

a. All 53 foot trailers, including both dry-van and refrigerated equipment it operates and the Heavy-Duty Tractors that haul them within California under this Agreement is in compliance with the California Air Resources Board (ARB) Heavy-Duty Vehicle Greenhouse Gas (Tractor-Trailer GHG) Emission Reduction Regulations.

b. All refrigerated equipment it operates within California under this Agreement is in full compliance with the California Air Resources Board (ARB) TRU ACTM in-use regulations.

CARRIER shall be liable to BROKER for any penalties, or any other liabilities, imposed on BROKER or Shipper because of CARRIER's use of non-compliant equipment.

19. Neither party hereto will be liable for the failure to tender or timely transport freight under this Agreement if such failure, delay or other omission is caused by strikes, acts of God, war, accidents, civil disorder or through compliance with legally constituted order of civil or military authorities. All statutory and regulatory requirements shall be observed.

20. The terms of this Agreement shall commence on the date below and shall remain in force and effect for a period of one month and shall continue month to month unless either party gives notice of termination to the other. Termination will take place thirty (30) days after receipt of such notice. Nothing in this paragraph shall be construed as limiting, abridging or superseding any right of cancellation or termination of this Agreement as may be specified in any other paragraph of this Agreement, with the exception of Paragraphs (12), (13), (17), and (18), which shall survive the termination of this Agreement.

21. CARRIER shall 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'S efforts, or (2) where the traffic of the shipper, consignor, consignee or customer of BROKER was first tendered to CARRIER by BROKER. If CARRIER breaches this agreement and "back-solicits" BROKER'S customers, and/or obtains traffic from such a customer, BROKER is then entitled, for a period of fifteen (15) months after the involved traffic first begins to move, to a commission from CARRIER of 15% of the transportation revenue received on the movement of the traffic, as liquidated damages. Termination of this contract shall not affect the enforceability and applicability of the foregoing provisions of this clause for a period of 15 months after termination.

22. This Agreement supersedes any and all other agreements, either oral or written, between BTI and CARRIER with respect to the subject matter hereof. This Agreement, and the rights and obligations of the parties hereto, shall be governed by and construed in accordance with the laws of the State of Texas. Venue of any litigation arising hereunder shall be in a court of competent jurisdiction in Tarrant County, Texas. This Agreement is binding upon CARRIER and carrier's assignees, agents, successors, receivers and heirs. A facsimile or electronic transmission of this Agreement bearing the signatures of the parties shall have and be given the same force and effect as an original signed document.

23. CARRIER agrees to pay BTI all costs and expenses incurred by BTI, including reasonable attorneys' fees and expenses, in the enforcement of BTI's rights and obligations under this Agreement and in any legal proceeding arising under or relating to this Agreement.

IN WITNESS WHEREOF, the parties have hereto caused these presents to be duly executed on _____, by a person duly authorized.

(Date)

Broker: Blakeman Transportation, Inc.

Carrier: _____

By: 

By: _____

Name: Jeff Blakeman

Name: _____

Title: President

Title: _____

Federal ID# (EIN): _____