

CONTRACT FOR TRANSPORTATION OF PROPERTY
BETWEEN A MOTOR CARRIER BROKER
AND A MOTOR CONTRACT CARRIER
IN ACCORD WITH THE PROVISIONS OF 49 C.F.R. 1053

Agreement made this _____ Day of _____, 2009 by and between _____, hereinafter referred to as CARRIER, and TFC Logistics, hereafter referred to as BROKER.

WITNESSETH: (1) Carrier is a motor contract carrier of property authorized by Permit No. _____ Sub# _____ (a copy of which permit is attached hereto and made a part hereof) to provide transportation of property for shippers and receivers of general commodities, and

(2) Broker is a motor carrier broker, licensed to arrange for the transportation of property by License No. MC338990 and controls the transportation of the commodities to be tendered to Carrier, in accord with the criteria established in Dixie Midwest Express 132 M.C.C. 794 (1982) and, thus is a shipper under those criteria.

NOW THEREFORE, (3) Broker agrees to offer for shipment and Carrier agrees to transport by motor vehicle from and to such points between which service may be required such quantities of authorized commodities as the Broker may require, subject to the availability of suitable equipment.

(4) Broker shall offer to Carrier for shipment a minimum quantity of twelve shipments per year for each year this agreement remains in effect.

Carrier agrees to maintain cargo insurance in the amount of \$100,00.00 to compensate Broker, owner or consignee for loss or damage to property belonging to Broker, owner or consignee which property comes into the possession of Carrier in connection with its transportation service. The cargo insurance shall be in the form required by 49 C.F.R. 1043.2 (b), and shall have no exclusions or restrictions that would not be accepted by the Interstate Commerce Commission for a filing under the statutory requirements of the above-cited section, but shall, in all respects, be identical to the cargo insurance filed in accord with the said section. Carrier shall forward forthwith to Broker, a standard Certificate of Insurance which Certificate shall require the insurance carrier to give Broker written notice ten (10) days prior to the cancellation of such cargo insurance.

(5) Rates and charges for traffic moved under this Agreement shall be as agreed to between the parties hereto in writing and are to be contained in a rate schedule or memorandum of rates and charges prepared and issued by Carrier and acknowledged by Broker and attached to this contract as Appendix "A". Changes to this schedule or memorandum shall also be made in writing on mutually agreed notice time, and similarly acknowledged. This schedule shall also contain the conditions of and charges for, any additional or accessorial services which may be required or performed. That schedule shall also set forth the ways in which the statutory provisions as to contract carriage are to be fulfilled by furnishing transportation services designed to meet the distinct needs of Broker.

(6) Rates may be established or amended verbally in order to meet specific shipping schedules, as mutually agreed, but such verbal contract shall be reduced in writing within (5) working days of the movement of the involved freight, in order to remain binding between the parties.

(7) The Carrier shall, on each movement, issue a uniform (straight) Bill of Lading, and the traffic shall move under the terms and conditions of the said Bill of Lading, which shall contain the standard provision as to the filing and settling of claims.

(8) Broker agrees to pay Carrier for the transportation of authorized commodities under this agreement in accordance with effective schedules.

(9) 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.

(10) Carrier shall be liable to the Broker for loss or damage to any property transported under this agreement. Such liability shall begin at the time cargo is loaded upon Carrier's equipment at point of origin, and continue until said cargo is delivered to the designated consignee at destination or to any intermediate stopoff party. The liability shall be for the replacement cost of the lost or damaged item (s) if Carrier is proven to be liable.

(11) All claims for loss or damage, and any salvage arising therefrom shall be handled and processed in accordance with the regulations of the Interstate Commerce Commission as published in the Code of Federal Regulations (49 CFR 1005).

(12) The relationship of the Carrier to the Broker shall, at all times, be that of an independent contractor, except that the Broker shall be the agent for the carrier for the collection of freight charges from the shipper.

(13) This agreement is to become effective _____, and shall remain in effect for a period of one year from such date, and from year to year thereafter, subject to the right of either party hereto to cancel or terminate the agreement at any time upon not less than thirty (30) days written notice of one party to the other.

(14) 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 the Broker was first tendered to the Carrier by the Broker. If Carrier breaches this agreement and "back-solicits" the Broker's Customers, and obtains traffic from such a customer, the Broker then is entitled for a period of 6 months after the involved traffic first begins to move, to a commission from the Carrier of 15% of the transportation revenue received on the movement of the traffic.

BROKER

CARRIER

T F C LOGISTICS CORP.

By: Wayne W. Vargas
DIRECTOR OF OPERATIONS

By: _____