

## CARRIER-BROKER AGREEMENT

This Agreement is made and entered on \_\_\_\_\_, 201\_, by and between D. M. BOWMAN, INC. ("CARRIER") and \_\_\_\_\_ ("BROKER").

1. **TERM.** The term of this Agreement shall be for one (1) year and shall automatically renew for a successive one (1) year periods; provided, however, that this Agreement may be terminated at any time, by either party, by giving thirty (30) days prior written notice.

2. **OBLIGATIONS OF CARRIER.** CARRIER agrees as follows:

- (a) **Operating Authority and Compliance With Law.** CARRIER represents and warrants that it is duly and legally qualified to provide all interstate and intrastate transportation services contemplated herein, and agrees to comply with all federal, state and local laws regarding the provision of such services.
- (b) **Insurance.** CARRIER shall procure and maintain liability insurance insuring CARRIER against liability for bodily damage (including death), property damage, and cargo claims for loss or damage to freight, in at least the minimum amounts required for motor carriers by applicable federal or state law or regulation.
- (c) **Indemnification.** CARRIER shall defend, indemnify, and hold harmless BROKER from and against all loss, damage, expense, costs, including reasonable attorney fees, fines, actions and claims for injury to persons (including death) and for damage to property arising out of or in connection with CARRIER's negligence or failure to comply with the terms of this Agreement.

3. **OBLIGATIONS OF BROKER.** BROKER agrees as follows:

- (a) **Operating Authority and Compliance With Law.** BROKER represents and warrants that it is a motor carrier property broker, licensed to arrange for the transportation of property by License No.: MC\_\_\_\_\_ (a copy of which is attached hereto and made a part hereof) and applicable state permits. BROKER further represents that it holds an effective surety bond or trust fund agreement under 49 U.S.C. § 10927(b) and 49 C.F.R. § 1045. BROKER agrees to comply with all federal, state and local laws regarding the provision of such brokerage services.
- (b) **Minimum Shipments.** BROKER shall offer to CARRIER for shipment a minimum quantity of one shipment for each year this Agreement remains in effect. If, during any annual period, BROKER fails to tender the minimum number of shipments to CARRIER, BROKER shall pay to CARRIER, as liquidated damages and not as penalty, the sum of One Hundred Dollars (\$100.00).

- (c) **Indemnify.** BROKER shall defend, indemnify, and hold harmless CARRIER from and against all loss, damage, expense, costs, including reasonable attorney fees, fines, actions and claims for injuries to person (including death) and for damage to property arising out of or in connection with BROKER's negligence or failure to comply with the terms of this Agreement.

4. **PAYMENTS.** CARRIER will charge and BROKER will pay for transportation performed under this Agreement the rates and charges as shown on the Schedule of Rates attached as Appendix A and any written supplements or revisions thereto signed and agreed to by CARRIER and BROKER. Payment shall be due from BROKER within fifteen (15) days of the date of invoice by CARRIER, and in the event payment is not made within such time, BROKER agrees that interest shall accrue daily and be payable to CARRIER at the interest rate of eighteen percent (18%) per annum, together with any and all collection costs, including attorney fees. BROKER shall not deduct or offset any cargo claims from the freight charges owed to CARRIER herein. CARRIER and BROKER agree that any payments made hereunder are made in payment of debts incurred in the ordinary course of business and are made according to ordinary business terms. BROKER shall be liable for all charges arising out of the transportation services requested by BROKER and performed by CARRIER unless the parties expressly agree otherwise in writing; provided, however, that nothing in this Agreement is intended to prevent CARRIER from pursuing other remedies and/or collection efforts recognized by law.

5. **BILLS OF LADING.** Each shipment made by CARRIER hereunder shall be evidenced by a bill of lading or other proof of delivery receipt. Any terms, conditions or provisions of the bill of lading, manifest or other form of receipt or contract shall be subject and subordinate to the terms, conditions and provisions of this Agreement.

6. **FREIGHT LOSS, DAMAGE OR DELAY.** BROKER shall submit to CARRIER written notice of any cargo claim within six (6) months of the delivery date of the shipment, or, if no delivery, the date of the occurrence resulting in the claim. The filing, processing and disposition of all cargo claims shall be governed by 49 C.F.R. § 370 ET. Seq. BROKER and CARRIER agree that federal common carrier laws of liability (i.e. Carmack Amendment liability) shall apply to all shipments being transported by CARRIER under the Agreement. BROKER agrees to indemnify CARRIER in the event that BROKER enters into a contract or agreement with its customer specifying a liability standard other than the federal common carrier laws of liability. CARRIER shall not be liable to BROKER or BROKER's customer for any economic loss or consequential damages to BROKER or BROKER's customers beyond actual loss. Any cargo loss under this Agreement shall be limited to the lesser of \$5 per pound or \$100,000 per occurrence.

7. **INDEPENDENT CONTRACTOR RELATIONSHIP.** The parties agree that each shall perform the services specified hereunder as independent contractors, and neither party is empowered to bind the other party to any contract or obligation without first obtaining the other party's prior written consent.

8. **MISCELLANEOUS.** Neither party may assign or transfer this Agreement, in whole or in part. This Agreement, including any supplements to or revisions thereof, exclusively states the rights and obligations of the parties and supersedes all other oral and written agreements between the parties. If any portion of this Agreement is deemed unenforceable for

any reason, such portions shall be severable and the remaining provisions of this Agreement shall continue in full force and effect. All civil actions filed as a result of disputes arising out of this Agreement shall be filed in the court of proper jurisdiction in the State of Maryland and the laws of the State of Maryland shall apply.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed in their respective names by their duly authorized representatives as of the date first above written.

"BROKER"

"CARRIER"

\_\_\_\_\_

D. M. BOWMAN, INC.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Address: \_\_\_\_\_

Address: 10228 Governor Lane Blvd.  
Williamsport, MD 21795

\_\_\_\_\_

Fax No.: \_\_\_\_\_

Fax No.: 301/223-5968