

## BROKER - CONTRACT CARRIER AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, and between \_\_\_\_\_, MC-

\_\_\_\_\_ hereinafter referred to as "CARRIER" and Stevens West, Inc. , License No, MC -265773, hereinafter referred to as "BROKER".

CARRIER represents that it is a contract carrier, having appropriate required authority from any and all governmental agencies, and desires to retain the services of BROKER to obtain goods and merchandise for transporting as are offered by BROKER.

BROKER desires to avail itself of CARRIERS motor carrier service.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herewith contained, IT IS HEREBY AGREED as follows:

1. BROKER will tender a series of shipments to CARRIER. CARRIER agrees to make equipment available on an "exclusive use" basis, or to meet the "distinct needs" of the BROKER'S freight.
2. CARRIER reserves the right to refuse to transport any shipments for any reason if deems reasonable before consignment after consignment, however, CARRIER agrees to deliver each shipment pursuant to its ICC obligations.
3. The rate and other charges to apply to each shipment transported under this agreement shall be set forth in the STEVENS WEST LOAD SHEET, attached hereto as EXHIBIT A, and issued by the BROKER within twenty-four (24) hours of the oral agreement. Unless objected to within twenty-four (24) hours of its receipt, CARRIER shall be conclusively presumed to have agreed that the terms and conditions set forth on such are fully and correctly stated.
4. CARRIER agrees to have insurance carrier forward a Certificate of Insurance showing liability and cargo insurance with Stevens West names as the certificate holder. CARRIERS cargo insurance shall be in amount sufficient to compensate BROKER, Owner, or Consignee for loss or damage to property transported. CARRIER also agrees to provide 15 days notice prior to the cancellation of insurance.
5. CARRIER shall be liable to Owner of cargo, Consignee, or BROKER for any loss or damage to the property or cargo while in the possession of or under the control of CARRIER. CARRIER further agrees to indemnify and save harmless BROKER from and against loss, damage, injury, including death, and/or claims, including the defense of any lawsuits which arise by the gross negligence of CARRIER in connection with the carriage of any and all commodities or operation of the motor

vehicle equipment utilized by CARRIER herein under this Agreement.

6. CARRIER agrees to retain this BROKER-CONTRACT CARRIER AGREEMENT and each STEVENS WEST LOAD SHEET for a period of three years.

7. BROKER agrees to pay CARRIER for services rendered within 30 days of BROKER'S receipt of CARRIER'S invoice and clear, signed ORIGINAL BILL OF LADING and proof of delivery.

8. CARRIER shall not solicit traffic from any shipper, Consignee, or Customer of BROKER during the term of this agreement and for a period of one year after. If CARRIER "back-solicits" BROKER'S Customers and obtains traffic, BROKER is entitled to a commission from the CARRIER of 15% of all transportation revenue received on such traffic movement.

9. This Agreement shall continue in full force and effect for a period of one (1) year, which term shall thereafter be deemed automatically renewed for successive year periods; subject, however, to the right of parties hereto to cancel or terminate the same upon prior written notice to the other party.

10. The parties agree that, should either party resort to legal action to enforce the terms of this Agreement, the prevailing party in such legal action shall, in addition to all other relief, recover its actual attorney's fees and court costs.

11. In the event that legal action to enforce this Agreement shall become necessary, the parties agree that it shall be governed by the laws of the state of Colorado and that jurisdiction over the parties and subject matter of the dispute shall be appropriate in Jefferson County, Colorado.

12. The parties hereto agree that facsimile signatures may be affixed to this Agreement, and that once so affixed, shall be deemed to be of the same force and effect as original signatures.

IN WITNESS WHEREOF the parties have executed this Agreement, by and through their duly authorized representatives, as of the date set forth above.

STEVENS WEST, INC. \_\_\_\_\_ CARRIER  
\_\_\_\_\_ By \_\_\_\_\_ By