

**CONTRACT FOR TRANSPORTATION OF PROPERTY BETWEEN  
BARLOW TRANSPORTATION SERVICES INC. & MOTOR CARRIER**

This written agreement between \_\_\_\_\_ (“Carrier”) with MC# \_\_\_\_\_ and **Barlow Transportation Services Inc.** with MC# **264727** (“Broker”) or (collectively “Parties”) on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ is entered into for the purpose of specifying the terms and conditions under which the Broker will engage Carrier to perform motor contract carriage and related services for Shippers (the “Services”), and under which Carrier will render those Services.

WHEREAS the Broker is a motor transportation Broker duly licensed by the Interstate Commerce Commission under Docket NO: ICC MC 264727 to engage in the operation as a Broker of general property (excluding household goods) between points in United States (excluding Hawaii and Alaska). Engages in the business of selling, altering for sale or negotiating transportation in interstate commerce; whereas Carrier is a contract Carrier operating in interstate commerce pursuant to operating authority issued by the Interstate Commerce Commission and a DOT number issued by the Department of Transportation. Whereas the Broker and Carrier have upon due consideration agrees their mutual advantage and best interest have hereby agreed to the following terms and conditions.

**TERMS AND CONDITIONS**

Carrier represents and warrants that it is duly registered with FMCSA as a for-hire motor Carrier of property in interstate commerce pursuant to 49 U.S.C. § 13902. Broker represents and warrants that it is duly registered with FMCSA as a property transportation Broker pursuant to 49 U.S.C. § 13904. If such registration is no longer required in the future, Broker represents and warrants that it meets the definition of “Broker” found at 49 U.S.C. §13102 and shall function accordingly. The Parties shall render all Services in a competent and professional manner, and in accordance with all applicable federal and state laws and regulations of the jurisdiction(s) within which the Services are rendered.

The relationship of Carrier to Broker is that of an independent contractor. Under no circumstances shall employees or agents of Carrier be deemed employees or agents of Broker or Shipper, nor shall Broker or Shipper be liable for any wages, fees, payroll taxes, assessments, workman’s compensation claims or other expenses relating to employees or agents of Carrier.

This Agreement shall remain in full force and effect for a one-year period following the Effective Date, and thereafter shall be renewed automatically on a year-to-year basis, unless and until terminated as set forth in the next sentence. The Broker has the right to update the terms of this Agreement by a notifying the Carrier and provide updated documents for review. Either Party has the right to terminate this Agreement at any time, with or without cause, If any shipment within the scope of the Services remains in transit on the effective date of a termination or change of this Agreement, both Parties’ rights and duties under this Agreement shall remain in effect with respect to such shipment until it is delivered and all related invoices and claims are satisfied.

**SCOPE OF SERVICES**

Under no circumstances, shall Carrier render Services beyond the scope of its FMCSA registration (as it may be amended from time to time) unless the Services are exempt from legal requirements for such registration or authority.

Carrier shall not subcontract any Services to third Parties without giving prior notice to Broker and obtaining Broker’s consent. Any such subcontracting, with or without notice and consent, shall not affect Carrier’s responsibilities or liabilities to Broker under this Agreement. As between Broker and Carrier, all costs of rendering the Services (including compensation of subcontractors as well as payment of all taxes or other governmental assessments imposed on Carrier) shall be borne solely and exclusively by Carrier. Carrier shall have implemented and actively using electronic logs by 12/18/2017 as required by FMCSA

Broker shall not ask or in any way pressure Carrier to violate any federal, state or other applicable law with regards to the performance of the Services. By arranging for transportation of shipments by Carrier pursuant to this Agreement, Broker represents and warrants that it has conducted due diligence with regard to the creditworthiness of Shippers tendering such shipments, and that it vouches for same.

Non-Exclusivity of Services Neither Party intends to give the other Party any exclusive rights or privileges under this Agreement. Except as otherwise stated in this Agreement, either party may contract with or otherwise provide service to any other motor Carrier, Broker, other intermediary or shipper.

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### BOND & INSURANCE COVERAGES

Broker at all times will maintain a surety bond in an amount no less than **\$75,000.00** as required by the FMCSA BMC-84. Broker further warrants that it will have and maintain said surety bond for the duration of this agreement and provide Carrier evidence when requested.

Carrier warrants that it has liability insurance in the amount of at least **\$1,000,000.00** and cargo insurance in the amount of at least of **\$100,00.00** per occurrence. Carrier further warrants that it will have and maintain said liability and cargo insurance for the duration of this Agreement and provide Broker with a certificate evidencing same.

Upon either Party's request, the non-requesting Party shall furnish the requesting Party with certificates from the insurers or trustee evidencing such coverages and providing for not less than thirty (30) days' advance written notice of cancellation or non-renewal of coverage or trust, or shall cause the insurers or trustee to name the requesting Party as an additional insured or beneficiary for the sole purpose of receiving such 30-day advance written notices of cancellation or non-renewal.

Carrier's liability for cargo loss or damage shall be governed by the provisions of 49 U.S.C. § 14706. Claims for loss of or damage to cargo shall be filed and processed in accordance with 49 C.F.R. Part 370 as in effect on the Effective Date of this Agreement, except that if the claim is filed by Broker it must be accompanied by proof (such as a signed power of attorney, a written assignment of the claim, or other evidence satisfactory to Carrier) that the involved Shipper has granted Broker full authority to resolve the claim. Claims must be filed, and any litigation on such claims must be commenced, within the minimum time frames (9 months and two years, respectively) as permitted in 49 U.S.C. § 14706(e).

### FOOD SAFETY MODERNIZATION ACT

Carrier has read and understand the Food Safety Modernization Act 81 FR 20091 and will comply and meet the standards set forth. Carrier agrees to comply with all delegable duties permitted under the Act as well as additional requirements set forth by the shipper or Broker in writing as part of the load confirmation process.

Carrier warrants that it is in compliance with and will abide by the requirements and delegable duties set forth in the Food Safety Modernization Act including but not limited to:

Vehicles and transportation equipment: The design and maintenance of vehicles and transportation equipment to ensure that it does not cause the food that it transports to become unsafe.

Transportation operations: The measures taken during transportation to ensure food safety, such as adequate temperature controls, preventing contamination of ready to eat food from touching raw food, protection of food from contamination by non-food items in the same load or previous load, and protection of food from cross-contact.

Training: Training of carrier personnel in sanitary transportation practices and documentation of the training. This training is required when the carrier and shipper agree that the carrier is responsible for sanitary conditions during transport.

Records: Maintenance of records of written procedures agreements and training.

### INVOICING AND PAYMENT

It shall be Carrier's responsibility to provide legible proof of delivery documents and related invoice to Broker for freight charges owed to Carrier.

It shall be Broker's responsibility to invoice Shippers for Carrier's freight charges and Broker's commissions or other fees, and to take necessary measures to collect such invoices. It shall be Broker's responsibility to remit freight charges owed to Carrier within (30) days of receiving legible bills of lading and Carrier invoice.

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WHEREFORE, Parties have executed this instrument as their legally binding agreement as of the effective date written above.

**Barlow Transportation Services Inc.** (Broker)

\_\_\_\_\_ (Carrier)

By its Designated Contact:

By its Designated Contact:

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_