



Eastern Freight Brokerage, DBA
 27 Aldovin Rd, Tunkhannock, PA 18657
 MC# 003860 DOT# 295960

**Eastern Freight
 Brokerage, DBA**

Motor Carrier / Brokerage Agreement
Freight, Cartage, Truck-Load, LTL, Shipper, Transporter
PH# 570-996-6299 FX# 570-836-6549

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MOTOR CARRIER/BROKER BROKERAGE AGREEMENT

This Agreement between _____, an _____ organized under the laws of _____ herein referred to as (“Carrier”), and Eastern Freight Brokerage DBA; a subsidiary of OBX Property Management a Limited Liability Company organized under the laws of Pennsylvania herein referred to as (“Company” or “BROKER” or collectively “Parties”) is entered into for the purpose of specifying the terms and conditions under which Broker will engage Carrier to perform motor contract carriage and related services for Shippers (the “Services”), and under which Carrier will render those Services.

Vehicle Information (Additional Sheet Acceptable)

Make: _____ Model: _____ Year: _____

VIN: _____ Sleeper: YES NO

Effective Date

This agreement Supersedes any other agreement signed between the parties. Effective upon the date signed by both parties; It is a blanket agreement enduring until canceled in writing by either party.


Chapter 1 TERMS AND CONDITIONS

1. LEGAL STATUS OF PARTIES AND SERVICES

1.1 Representations Carrier represents and warrants that it is duly registered with Federal Motor Carrier Safety Administration (FMCSA) as a 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 Broker pursuant to 49 U.S.C. § 13904. If such registration is no longer required in the future. 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.

1.2 Contract Carriage All Services performed by Carrier pursuant to this Agreement shall be as a motor carrier of property in United States interstate commerce and shall be rendered as contract carriage within the meaning of 49 U.S.C. §§ 13102(4)(B) and 14101(b). In connection with contract carriage Services, Broker and Carrier hereby expressly waive all provisions of Chapters 137 and 147 and any other provisions of Subtitle IV, Part B of Title 49, United States Code, to the extent that such provisions are in conflict with express provisions of this Agreement. The Parties do not, however, waive the provisions of that subtitle relating to registration, insurance, or safety fitness.

1.3 Relationship of parties The relationship of Carrier to Broker is that of an independent Carrier . By this Agreement the Parties do not intend to provide for division of profits between Carrier, Broker and/or any Shipper, orto clothe Broker and/or any Shipper with joint control over Carrier’s performance of the Services, or otherwise to create a *de facto* or *de jure* joint venture, joint enterprise or partnership between Carrier, Broker and/or any Shipper.

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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 or other expenses relating to employees or agents of Carrier.

2. SCOPE OF SERVICES

2.1 Territories and Commodities The geographic and commodity scope of the Services shall be as set forth, and amended from time to time, Under no circumstances, however, 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.


2.2 Carrier shall not subcontract any Services to third parties without giving prior notice to Broker and obtaining Broker's consent in writing. 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 subcarrier as well as payment of all taxes or other governmental assessments imposed on Carrier) shall be borne solely and exclusively by Carrier. The prohibition against subcontracting does not apply to a person leased to the Carrier pursuant to the provisions of 49 C.F.R. Part 376.

2.3 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.

2.4 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.

3. RATES, CHARGES, TERMS AND CONDITIONS FOR SERVICES

3.1 Rates and Charges Carrier shall be entitled to the rates and charges set forth in Attachment 3 as its sole and exclusive compensation for rendering the Services (including any Services subcontracted to third parties or performed in a capacity other than as a motor carrier, with or without the notices and consents required under Sections 2.2). Any rates or charges intended to apply only to particular Shippers shall be separately set forth in Customer-Specific Addenda to Attachment 2. No shipment tendered by Broker to Carrier within the geographic and commodity scope of this Agreement shall be subject to rates or charges set forth in any tariff or rate schedule maintained by Carrier, unless those rates and charges are specifically set forth in Attachment 2. Attachment 3 also sets forth miscellaneous terms, conditions and business rules for specific Services (if applicable).

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3.2 Invoicing and Payment Invoicing procedures [including electronic invoicing], payment due dates and any late payment penalties shall be as specifically set forth in Attachment 2. Except as otherwise provided in Customer-Specific Addenda with respect to particular Shippers, the Parties agree as follows:

- (a) it shall be Carrier’s responsibility to invoice Broker for the freight charges owing to Carrier within 48 hours of completion.
- (b) It shall be Carrier’s responsibility that all shipping documentation are fully executed with shipper/receiver signatures
- (c) It shall be Carrier’s responsibility to ensure that Broker is contacted in a timely fashion of arrival, departure, load times, unload times, travel delays, facility detention, late/missed appointments and include all times and notes with shipping documents.
- (d) 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.

3.3 Pricing Disputes If Carrier alleges underpayment of applicable freight rates and charges by Broker, or if Broker alleges overcharges, over-collection or receipt of duplicate payments by Carrier, notice of such claims must be given in writing by the aggrieved Party to the other Party within one hundred eighty (180) days after delivery or the first attempted delivery of the involved shipment(s) by Carrier. The Party receiving any such claim shall process it in accordance with the provisions codified at 49 C.F.R. Part 378 as of the Effective Date of this Agreement. Any civil action or arbitration proceeding with respect to such a claim shall be filed within twelve (12) months after delivery or the first attempted delivery of the involved shipment(s) by Carrier.

3.4 Customs and Security Requirements

- (a) *Carrier shall be responsible for ensuring compliance with those customs and security laws that are applicable to motor carriers transporting goods either domestically in the United States or for import or export from or to the United States.*
- (b) *Broker shall be responsible for ensuring that the shipper and consignee of any freight tendered to motor carrier under this Agreement have complied with all customs and security laws of the United States and other country, as applicable, with respect to motor carrier transportation of goods either domestically in the United States or for import or export from or to the United States, including the preparation of all documents and the payment of all applicable fees required by any government agency.*

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5. CARRIER INSURANCE REQUIRMENTS

5.1 Carrier shall maintain the following Limits of coverage:

Commercial General Liability (per occurrence) \$1,000,000.00

Automobile Liability (owned, hired, non-owned) \$1,000,000.00

Workers' Compensation & Employers Liability (each accident, each employee, policy limit)

\$1,000,000.00 Motor Truck Cargo \$250,000.00

Waiver of Subrogation in Benefit of Broker


5.3 Certificate of Insurance must be provided to Broker listing Broker as additionally insured by Carrier prior to any work or services performed. Certificate of Insurance must be approved by Broker Shipping department. 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.

6. CARGO LIABILITY

6.1. Generally Except as otherwise provided herein, the 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).

6.2 Sealed Trailers If Shipper loads and seals a trailer or semitrailer tendered to Carrier without a representative of Carrier inspecting and counting the cargo during the loading process, Carrier shall be absolved of any liability for shortages or damage upon delivery of the trailer or semitrailer with the seal intact. Carrier shall be similarly absolved if the seal was broken only at the direction and under the supervision of an agent for the Bureau of Customs and Border Protection or other governmental authority and Carrier applies another seal to the trailer under the observation of said Customs and Border Protection agent and notes the new seal number on the uniform receipt or other shipping document.

6.3 Shipper's Load and Count If a Shipper preloads trailers or semitrailers and a representative of Carrier is not present to verify cargo count or stowage adequacy during the loading process, the load shall be considered as moving on a "shipper's load and count" basis regardless of whether it is sealed or whether "SL&C" or a similar notation appears on the Uniform Receipt.

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7. REFUSED FREIGHT, SALVAGE, AND WAREHOUSE LIABILITY

The provisions of the most current version of the National Motor Freight Classification’s Uniform Straight Bill of Lading governing refused freight, salvage and Carrier’s status and liability as a Warehouse shall be incorporated by reference into this Agreement.


8. INDEMNIFICATION; NO CONSEQUENTIAL DAMAGES

8.1 CARRIER’S INDEMNIFICATION OF BROKER Carrier agrees to release, protect, defend, indemnify, and hold harmless Broker, its employees, officers and owners from and against any and all claims, demands, liabilities, or causes of action of every kind and character, without limit and without regard to the cause or causes thereof or the negligence of any party or indemnity, arising in connection with bodily injury, death or, or damage to property of Carrier , Carrier 's employees or agents, Carrier 's, or to the employees or agents of Carrier 's. Carrier agrees to protect, defend, indemnify, and hold harmless Broker, its employees, officers, and owners from and against any and all claims, demands, liabilities, or causes of action of every kind and character, including but not limited to attorney's fees, arising out of or resulting from the performance or work of Carrier. Carrier agrees to protect, defend, indemnify, and hold harmless Broker, its employees, officers and owners from and against any and all claims, demands, liabilities, or causes of action of every kind and character, including but not limited to attorney's fees, arising out of or resulting from intentional and or negligent acts of the Carrier , Carrier 's employees, officers and owners.

(b.) Carrier from and against any and all claims, demands, liabilities, or causes of action of every kind and character, without limit and without regard to the cause or causes thereof or the negligence of any party or indemnity, arising in connection with the bodily injury or death of the employees of the Broker.

c. SCOPE OF INDEMNITY OBLIGATIONS.

Except as otherwise expressly limited herein, all indemnity obligations and/or liabilities assumed by the parties under the terms of this agreement shall be without limit and without regard to the cause or causes thereof, including preexisting conditions, breeches of any express or implied warranties, the strict liability and/or negligence of any party or indemnity, whether such negligence be sole, joint or concurrent, active, passive or gross. For the purpose of this paragraph 11, the terms Broker and Carrier are understood to include their respective parent, holding, affiliate, or subsidiary companies and their respective officers, directors, employees, agents, representatives, and servants, so that any and all indemnity obligations and/or liabilities assumed by parties hereto shall also inure to the benefit of these persons and entities. There terms of the provisions of this paragraph 11, however, shall have no application to claims or


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causes of action asserted against the Broker and/or Carrier which arise by reason of any agreement of indemnity with a person not a party hereto. If it is judicially determined that the provisions of this paragraph 11 do not create an enforceable mutual indemnity obligation, as that term is defined by law, then the parties agree that the provisions of this paragraph 11 do not create an enforceable mutual indemnity obligation, as that term is defined by law, then the parties agree that the provisions of this paragraph 11 shall be automatically amended and reformed to create a unilateral indemnity obligation, as the term is defined by law, in Broker's favor and to comply with the maximum limits permitted by the law.

8.2 Consequential Damages Excluded EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER AND CARRIER SHALL NOT BE LIABLE TO SHIPPER OR INDEMNIFY BROKER FOR ANY LIABILITY TO SHIPPER FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES (SUCH AS, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF MARKET, LOSS OF CUSTOMER GOODWILL, ASSEMBLY LINE SHUTDOWNS, OR PUNITIVE OR EXEMPLARY DAMAGES), REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES SOUNDS IN CONTRACT, TORT, BREACH OF WARRANTY, CONSUMER FRAUD, OR OTHERWISE.

9. FORCE MAJEURE

Except as otherwise provided in this agreement, neither Broker nor Carrier shall be liable for any delay or damage due to, occasioned or caused by circumstances or causes beyond its control (hereinafter "force majeure"). Force majeure shall include, but not be limited to: earthquake, flood, explosion, fire, acts of god or public enemy, war national emergency, invasion, terrorism, insurrection, riot, strike, lockout, or other industrial disputes, any laws rules, regulations, orders, directives or requirements of, or interference by any government, governmental agency, Indian tribe or officials or agents thereof, or other circumstances, whether similar or dissimilar, foreseen or unforeseen, which are reasonable beyond the control of the party whose performance is affected. In the event that either party is rendered unable, wholly or in part, by any such causes of force majeure to carry out its obligations under this agreement, such party shall give notice in writing to the other party as promptly as possible after the occurrence of force majeure. The obligation of parties under this agreement, include the obligation to Broker to compensate Carrier, shall be suspended during the time such causes of force majeure are in effect. The party delayed or prevented from performing for any such cause shall do all things reasonably possible to remove such cause and shall resume performance hereunder as soon as such cause is remove, provided that this provision shall not be construed as requiring any party to settle or resolve any strike, lockout or other labor dispute, if in sole justification of the party suffering such dispute, such action will be detrimental to such party.

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10. CONFIDENTIALITY AND NON-CIRCUMVENT PROVISION

a. All documents, reports, memoranda, and all information whatsoever prepared by carrier for the account of Broker shall remain the proprietary property and information of Broker.

b. All information concerning Broker, which has been obtained by carrier from Broker or developed by carrier (or by others under carrier's direction or supervision) in connection with the performance of this agreement or from contact with employees of the Broker, shall be deemed to be confidential information belonging to Broker except information which was:


- (i) actually known to carrier prior to starting work for Broker as demonstrated by prior written records; or
- (ii) independently obtained legally without restriction on disclosure from a third party; or
- (iii) publicly available.

Broker exclusive proprietary rights in all information governed by this confidentiality provision. The right or responsibilities of this paragraph shall survive any termination or expiration of this agreement for a period of (5) years after any termination or expiration of this agreement, and are in addition to any other confidentiality obligations between Broker and carrier.

The parties further agree as follows:

c. In accordance with the provisions of International Chamber of Commerce pertaining to non-circumvent and non-disclosure guidelines, it is hereby understood and irrevocably agreed upon by the parties/companies and other officers that each and every part hereto may directly or indirectly learn from each other or their principles, trustees, agents, etc. The names, addresses telephone, telex, email, and fax numbers of clients, herein after referred to as "CLIENTS".

d. It is expressly understood and irrevocable agreed upon that CLIENTS of each party hereto are and shall be recognized by the other party as exclusive and valuable contacts whose existing relationship shall not under any circumstance be undermined or abused. Neither party shall negotiate or participate in any transaction, without direct or indirect, with any of the revealed CLIENTS without first entering into written agreement and permission of the party who first provided and disclosed said CLIENTS.

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e. The signatories of this document irrevocably agreed and accept full responsibilities and liabilities for relating to any information and any transaction entered into. Therefore, each party expressly agrees and warrants not circumventing or attempting to circumvent in any manner whatsoever, or to this agreement in any present, pending or future transaction for a period of three (3) years from date of last work invoiced for the Broker.

f. It is expressly agreed upon that neither signatory shall disclose nor otherwise reveal to any third party any confidential information provided by the other, particularly the CLIENTS or the means thereto, including any pricing or references and/or any such information conveyed to the other being confidential or privileged without specific and formal written consent of the other.


g. In the event of circumvent, either directly or indirectly, the circumvented party shall be entitled to damage equal to the maximum amount is should have realized or contemplated to be realized from any transaction conducted by the party who is in breach of this agreement. This payment levied against and paid immediately by the party engaged in circumventing and will also include all legal expenses in the recovery of these funds collected through legal action by either party.

h. It is further agreed that all parties whose signatures appear below, duly endorse the agreement, recognize, acknowledge, and except this as a legal binding contract, Enforceable by all United States Courts of competent jurisdiction. However it is agreed that the venue for action to enforce the terms of this agreement will be Wyoming County, Pennsylvania.

(i) The Carrier hereby warrants to the Broker that the financial, personal, corporate, transactional and/or other data or materials furnished at any time in connection with, or related to this transaction are true, complete, accurate and current.

i. The Carrier hereby agrees to provide all valid licenses/bonds for the work under its control. The Carrier agrees to provide all requested data and materials as required, for submission/documentation as required and warrants that its managers, officers, directors, or employees are all sufficiently experienced, trained and sophisticated in the business of work or services set forth in this agreement contemplated herein including all management activities thereof.

j. It is expressly acknowledged by the Carrier that all work and relations will be performed in a professional, workman-like conduct and that every project will be completed to the best of the ability of the Carrier . The Carrier will correct any mistakes or problems that are

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shown to be the fault of the Carrier . Carrier is to provide all necessary insurance, licenses and bonds for such work.

k. In consideration of the Carrier’s services, the Carrier will provide the following: Any materials and equipment needed will be provided by the Carrier and supplied on an as needed basis unless otherwise agreed. The Carrier will provide all management, personal labor, insurance, licenses, bonds necessary for the work. If the Broker provides any association equipment or materials that are to be provided by the Carrier , the Carrier agrees to reimburse the Broker as necessary unless otherwise agreed in writing.


11. MISCELLANEOUS

11.1. Governing Law. Except to the extent that the application of such laws is prohibited by the provisions of 49 U.S.C. § 14501(c) or other law, this Agreement shall be interpreted in accordance with the laws of the State of Pennsylvania, disregarding any choice-of-law principle under which that State would look to the laws of another jurisdiction.

11.2. Notices Any Notice required or permitted under this Agreement shall be deemed sufficient if sent by prepaid first-class mail, by a nationally recognized overnight courier, or by facsimile transmission, if such Notice is sent to the address or fax number of, and marked to the attention of the individual noted in the signatory provision of this Agreement or to any other individual designated by the Party. Notices shall be considered to have been received by the addressee Party on the third Business Day after mailing, on the first Business Day after deposit with an overnight courier, or on the day a facsimile is transmitted if the sending machine produces written confirmation of a successful transmission. Each Party may change its designated contact, or update the contact information for such individuals, by Prior Notice to the other Party in accordance with this Article 14, and without formal amendment of this Agreement under Article 12.3.

11.3. Entire Agreement; Amendments. This Agreement represents the entire agreement and understanding of the Parties with regard to its subject matter. No prior understandings or agreements of the Parties, whether written or oral, nor any documents not specifically incorporated into this Agreement, nor any course of conduct of the Parties before or after the Effective Date of this Agreement, shall have the effect of modifying the Parties’ rights and obligations under this Agreement in any way. Except as provided in Article 11.2 with regard to changes in Designated Contact information and listings, no amendment to this Agreement shall be valid unless it is set forth in writing, is marked with a unique amendment number, specifies the articles, sections and/or Attachments being amended, specifies an effective date for the amendments, and is signed by Designated Contacts of both Parties.

11.4. Severability. To the extent that any provision of this Agreement may be held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall become ineffective as to all matters within the jurisdiction of that court. The court’s holding, however, shall not be treated as affecting the validity or enforceability of any other provision of this Agreement, nor as affecting the validity or enforceability of any part of this Agreement in other jurisdictions.

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11.5. **Waiver.** Neither the failure of a Party to exercise any right, power or privilege under this Agreement, nor its delay in any such exercise, shall operate as a waiver of that right, power or privilege. No such waiver shall be binding on either Party unless it is in writing and signed by a Designated Contact of the Party against which the waiver is asserted. No such waiver on one occasion shall preclude subsequent full enforcement of a Party's rights, powers and privileges under this Agreement or at law or in equity.

11.6 **Successors and Assigns.** This Agreement shall be binding on, and shall inure to the benefit of, both Parties as well as their respective successors and permitted assigns. Assignment of this Agreement by either Party requires Prior Notice to and Consent by the other Party. Neither Party shall unreasonably withhold Consent for an assignment by the other Party to an Affiliate of the assigning Party, provided that the Affiliate first agrees in writing to comply with all terms and conditions of this Agreement.


11.7 **Term of Agreement.** 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. Either Party has the right to terminate this Agreement at any time, with or without cause, by providing Prior Notice to the other Party at least thirty (30) calendar days in advance of the proposed termination date (unless a shorter notice period is specified in particular circumstances by particular provisions of this Agreement as amended from time to time). If any shipment within the scope of the Services remains in transit on the effective date of a termination 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.

11.8 **Counterparts.** This Agreement may be executed in one or more counterparts, any and all of which shall constitute one and the same instrument.

11.9 **Captions.** The captions and headings set forth in this Agreement are for convenience only. They shall not be considered a part of this Agreement, nor affect in any way the meaning of its terms and conditions.

12. NON SOLICITATION

Carrier will not solicit cargo from any customer where, (1) the availability of cargo first became known to Carrier as a result of Eastern Freight Systems LLC (or its Affiliates) efforts or (2) the cargo of the Customer was first tendered to Carrier by Broker (or its Affiliates) If Carrier breaches this agreement and directly or indirectly solicits cargo from the Customer and obtains cargo from the Customer during the terms of this agreement or for a period of twelve(12) months thereafter, Carrier shall be obligated to pay Eastern Freight Systems LLC. for a period of twelve (12) months thereafter, commission in the amount of thirty-five (35) percent of the transportation revenue resulting from cargo transported for customer in violation of this provision, in addition to any reasonable attorney's fees incurred by Broker in enforcing this provision.

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CARRIER RESPONSIBILITIES

- a) Driver shall check in with BROKER every day (including Saturday, Sunday and Holidays between 08:00AM and 16:00PM giving current location and details of their status.
- b) CARRIER shall call BROKER to report any problems or issue that may disrupt service. BROKER is available 24/7/365 for resolution
- c) CARRIER shall report any overage, shortage, or damage at loading or delivery to BROKER immediately upon becoming aware overage, shortage, or damage and CARRIER assumes all liability for failing to notify BROKER.
- d) CARRIER is responsible for any damage or financial loss to the product, shipment or its packaging and any and all shortages.
- e) If any payment for lumper services (loading/unloading) is communicated and agreed upon in writing between BROKER and CARRIER; CARRIER must supply a legible receipt for such services with lumpers full name, address and contact phone number. CARRIER must submit receipt with BOL to receive payment.
- f) For pallet exchange loads, the number of pallets exchanged must be clearly notated on BOL.
- g) Carrier agrees to comply with "Exclusive Use" clause for any trailer utilized by BROKER.
- h) Any cost incurred by BROKER due to CARRIER being LATE for pickup or delivery appointments will be charged to CARRIER.
- i) Any product which must be disposed of without prior written consent from BROKER
- j) CARRIER must provide sufficient load securement prior to the loading procedure.
- k) Loads that are sealed at the SHIPPER are to remain sealed until an authorized person at the receiver breaks the seal. If the seal is broken by an unauthorized person, CARRIER shall be fully liable for either (1) the invoice amount, (2) the cost of the product; or whichever is greater, plus any costs arising from or related to the unauthorized removal of the seal.
- l) CARRIER shall not, unless expressly authorized to do so by BROKER; contact the CUSTOMER for any reason. This includes the CARRIER's agents, representatives, heirs, or assigns. This section shall not prohibit communication with dock workers to coordinate safe transition of the load.
- m) CARRIER shall provide a trailer that is in sound mechanical and structural integrity and is clean, dry, and free from defects. Suitable in all respects to accept, load, unload, and transport the shipment.

WHEREFORE, the Parties have executed this instrument as their legally binding agreement as of the Effective Date first written above.

Eastern Freight Brokerage D.B.A

_____ (CARRIER)

By its Designated Contact:

By its Designated Contact:

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Address: 27 Aldovin Rd. Tunkhannock, PA 18657

Address: _____

Telephone: 570-996-6299

Telephone: _____

Facsimile: 570-836-6549


Facsimile: _____

EMAIL: planning@easternfreightsystems.com

Facsimile: _____


Other Designated Contact(s), if any:

Other Designated Contact(s), if any:

	<p align="center">Eastern Freight Brokerage, DBA 27 Aldovin Rd, Tunkhannock, PA 18657</p>
<p align="center">Eastern Freight Brokerage, DBA</p>	<p align="center">Motor Carrier / Brokerage Agreement Freight, Cartage, Truck-Load, LTL, Shipper, Transporter</p>

LIST OF ATTACHMENTS


Attachment No.	Description
1	Commodity Scope of Services
2	Rates, charges, terms and conditions for Services (including Customer-Specific Addenda)
3	Dispute Resolution
4	ACH Form
5	Checklist, Carrier Profile, Geographic Operating Area
6	QuickPay Agreement

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ATTACHMENT 1

SCOPE OF SERVICES

General Freight Transportation, Truckload, LTL, Cartage, Transporter

	<p align="center">Eastern Freight Brokerage, DBA 27 Aldovin Rd, Tunkhannock, PA 18657</p>
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ATTACHMENT 2

FREIGHT CHARGES


ACCESSORIAL and MISCELLANEOUS CHARGES

The following provisions are intended to demonstrate the types of provisions that could be included in Attachment 2, the list of specific freight charges and fees and services to be provided under the contract. The parties using the Agreement should review these items and the language used to ensure that they reflect the individual agreement between the parties. Not all provisions may be applicable in every situation.

1. **Basic Freight Charges.** The Parties agree that Carrier shall be paid for its transportation services in accordance with the Rate Confirmation Sheet and/or Bill of Lading, provided with the dispatch Tender for any work performed. Carrier shall have the right to refuse any such load.
 - a. Rate Confirmation Sheet must be signed and returned to Broker to accept any load through electronic scan or fax.
 - b. Flat Rate will be listed on dispatch tenders

2. **Mileage Computation.** If any payment is specifically based on a mileage basis, mileage will be determined by the practical mileage route determined by the BROKER'S software.
3. **Payments.** All payments, whether involving a domestic or international shipment shall be made in U.S. currency and at U.S. rate of exchange. The provisions of 49 U.S.C. § 13707 are hereby waived.

4. **Detention**
 - a. Carrier must contact Broker to report all arrival, departure, loading delays, un-loading delays, traffic delays, facility delays.
 - b. Signatures must be obtained on all documentation
 - c. Failure to report delays will result in forfeiture of any detention times earned
 - d. Detention pay begins once the Carrier has documented 2 Two consecutive hours of wait time. Once 2 Two hours has been breach; time is retroactive back to the arrival time.
 - e. Detention related to Carrier's failure or arriving early or late does not constitute detention and will not be paid.
 - f. Rate: Varies upon Customer, applicable detention rates will be listed on tenders/rate confirmation.

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<p style="text-align: center;">Eastern Freight Brokerage, DBA</p>	<p style="text-align: center;">Motor Carrier / Brokerage Agreement Freight, Cartage, Truck-Load, LTL, Shipper, Transporter PH# 570-996-6299 FX# 570-836-6549</p>

5. **C.O.D. Shipments.** Carrier shall accept shipments with C.O.D. charges to collect if Shipper or Broker advises Carrier of the need for such service at the time of offering a load and checks the applicable box on the freight document. Carrier shall only accept money orders or certified checks from consignees unless Shipper otherwise indicates acceptance of an uncertified check. Carrier shall remit to Shipper the collection within fifteen (15) days of delivery.


6. **Loading and Unloading.** If the services Carrier agrees to perform under this Agreement include loading and unloading, Carrier only shall be responsible for loading and unloading to the extent such services can be physically performed without mechanical assistance.

If Shipper or Shipper's consignee requires the use of a lumper (third-party loader or unloader), Broker Will reimburse approved lumping fees or guarantee the payment of any actual charges Carrier may incur and pay Carrier reimbursement of such costs through Carriers Invoice.

7. **Billing Weight.** If freight charges are to be assessed in whole or part on billing weights, such weights shall be based on scale weight except that uniform or standard weights may be billed at average weight subject to verification by Carrier. Weight shall include protective materials used by Shipper in preparing the lading for shipment.

8. **Exclusive Use of Vehicle.** If the Freight Shipper tenders does not fill the capacity of the trailer Carrier furnishes and additional freight of another shipper may be hauled without jeopardizing the integrity of the freight Shipper tendered, Carrier may not utilize such additional freight unless Shipper or Broker indicates that exclusivity is not required in writing for any shipment.

9. **Permits.** Carrier shall secure any permits for any over-dimensional or overweight loads at Carrier's expense.

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ATTACHMENT 3

DISPUTE RESOLUTION

Having entered into this Agreement in good faith, the Parties agree that the following shall occur if a dispute arises with regard to its application or interpretation.

1. **Meet and Confer, Mediation.** Either Party may give Prior Notice to the other regarding the existence of a dispute. Within the thirty (30) days following the date of the Notice, representatives of the Parties with full settlement authority shall meet and confer at least once in an effort to resolve the dispute among themselves. If such efforts fail, the Parties shall engage an experienced mediator upon such terms and such cost allocation as may be mutually agreeable to the Parties.
2. **Arbitration.** If after the expiration of the thirty (30) day period set forth in herein a dispute is not resolved voluntarily, the Parties shall submit the matter for final and binding arbitration under the Commercial Rules of the American Arbitration Association (“AAA”), as modified herein, before a single arbitrator with appropriate subject matter expertise. Such arbitration shall take place at a mutually agreed location or, failing agreement on a location, then at a location most nearly equidistant between the respective headquarters locations of the Parties. The award of the arbitrator may be enforced in any court of competent jurisdiction.
3. **Selection of Arbitrator.** If the parties are unable to agree on a mediator or arbitrator, the parties shall each submit to the other a list of acceptable and qualified mediators or arbitrators in order of preference. The first name to appear on both lists shall be appointed the arbitrator. The arbitrator shall be reimbursed all expenses and compensated at his or her standard rate.
4. **Discretion of Arbitrator.**
 - (a) The arbitrator shall base the award on the terms of this Agreement, federal transportation law, including existing judicial and administrative precedence, and by the arbitration law of the Federal Arbitration Act, Title 9 U.S. Code. The arbitrator shall apply each in the order of precedence with the former having primary control.
 - (b) The arbitrator shall have the power to order the parties to present evidence, including documents or testimony that the arbitrator deems necessary to the rendering of a fair and equitable decision. The arbitrator shall have the final judgment, in accordance with the federal rules of civil procedure as to what evidence and testimony to permit to be entered in the proceeding and the weight to be accorded each.
 - (c) The arbitrator shall have no power to award punitive damages and any award of damages shall be limited to actual damages.
 - (d) The parties expressly agree that this Agreement shall confer no power or authority upon the arbitrator to render any judgment or award that is erroneous in its application of the terms of this Agreement or substantive law.
 - (e) The arbitrator shall render the award in writing and, unless both parties agree otherwise, shall include an explanation of the reasons for the award, which explanation may be limited to the extent necessary to support the award and need not attempt to cover all issues raised by the parties.



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Brokerage, DBA

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ATTACHMENT 4

This document must be signed by Carrier Representative. When completed, your company may receive ACH deposits helping better manage your organizations receivables. An email will be sent to the designated address provided. Carriers must attach a voided check for their account to help verify their account numbers and bank routing numbers.

Account Information

Bank Institution Name _____

Bank Address: _____

Account Type (circle one): Checking Savings

Routing Number (ABA): ____

Account Number: ____

Receipt Email: _____

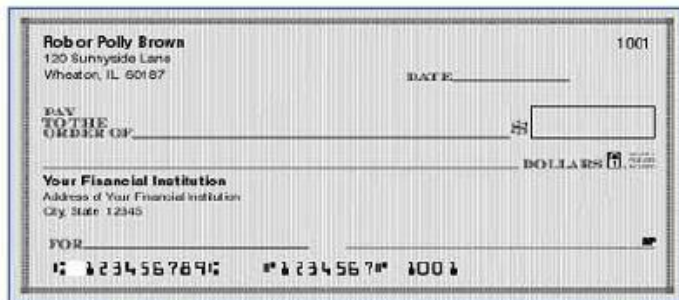
Authorization

This authorizes "Eastern Freight Brokerage" to send credit entries (and appropriate debit and adjustment entries), electronically or by any other commercially accepted method, to my (our) account(s) indicated below and to other accounts I (we) identify in the future (the "Account"). This authorizes the financial institution holding the Account to post all such entries. I agree that the ACH transactions authorized herein shall comply with all applicable U.S. Law. This authorization will be in effect until the Company receives a written termination notice from myself and has a reasonable opportunity to act on it.

Carrier Representative: (print)

Date:

(Sign)



Routing Number

Account Number



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ATTACHMENT 5
CARRIER CONTRACT CHECKLIST

- A. Completed, Signed, Contract
- B. Carrier Profile
- C. MC Authority Proof
- D. Current Insurance Certificate
- E. Completed W9
- F. VOID Check
- G. Quick Pay Agreement (If Applicable)

CARRIER PROFILE

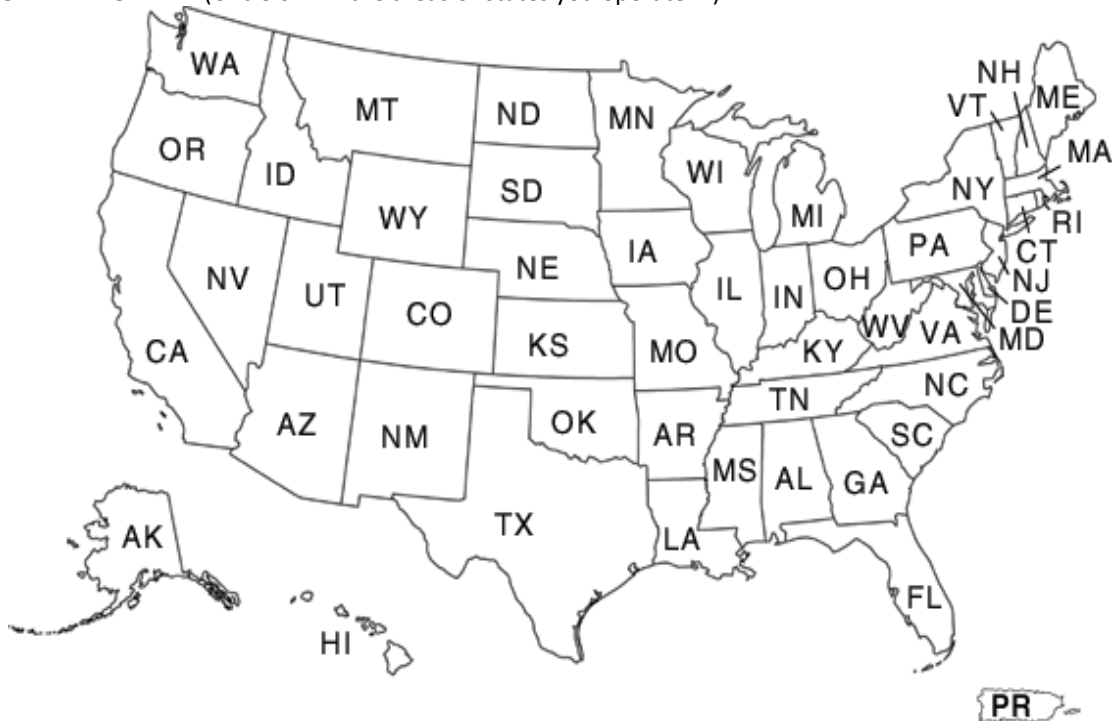
CARRIER NAME: _____
 ADDRESS: _____
 PHONE: _____ FAX: _____ EMAIL: _____


MAIN CONTACT NAME: _____

EIN# _____ MC# _____ SCAC: _____

FLEET TRACTOR(S) # _____
 TRAILERS(S) VAN _____ FLAT _____ REEFER _____ OTHER _____

OPERATING AREA: (Circle or "X" the areas or states you operate in)



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ATTACHMENT 6

PAYMENT TERMS

1. 30 DAY; Standard Payment Terms

Payment will be processed 30 days from the date all paperwork is accepted. Any corrections, missing documents, missing information, signatures, or time stamps may result in delaying payments.

ACCEPT:

2. 7 DAY; QuickPay Terms

Payment will be processed no later than 3 days from acceptance of all paperwork. Any corrections, missing documents, missing information, signatures, or time stamps may delay acceptance. Accepting "QuickPay" option will deduct a **3% Service Fee** from your Invoiced payment.

ACCEPT:

3. 3 DAY; NextDay Terms

Payment will be processed within 24 hours of acceptance of all paperwork. Any corrections, missing documents, missing information, signatures, or time stamps may delay acceptance. Choosing "NextDay" option will deduct **5% Service Fee** from your Invoiced Payment.

ACCEPT: