

BROKER / CARRIER AGREEMENT

THIS BROKER / CARRIER AGREEMENT (hereinafter referred to as "Agreement") is hereby made and entered into as of the _____ day of _____, 2016, by and between Majewski Transportation LLC (hereinafter "Broker"), domiciled at 2928B Greens Road, Suite 100, Houston, TX 77032 a licensed property broker operating pursuant to appropriate authority issued by the Federal Motor Carrier Safety Administration, and _____ ("Carrier"), an authorized motor carrier identified as USDOT No. _____, and holding operating authority from the U.S. Department of Transportation and/or Federal Motor Carrier Safety Administration pursuant to Docket No. MC-_____, and domiciled at _____. Broker and Carrier are each a "Party" to this Agreement and are, together, the "Parties" hereto.

WHEREAS Broker is engaged in the business of arranging motor carrier transportation for manufactured products, agricultural commodities, and processed and unprocessed dry and refrigerated commodities other than commodities in bulk; and

WHEREAS Carrier is engaged in the business of motor carrier transportation, in that it operates safe and roadworthy commercial vehicles, which are suitable for the type and kind of commodities being made available for transport by Broker; and is willing and able to undertake such transportation;

NOW THEREFORE, pursuant to and in accordance with the following terms and conditions, and in consideration of the mutual covenants and agreements set forth herein, the Parties agree as follows:

1. **Ownership of the Truck.** Carrier owns the tractor(s) and trailer(s) (hereinafter together, in singular or plural, referred to as the "Truck") contemplated for use pursuant to this Agreement in that it: (1) holds full legal title to the Truck; (2) without title, has the right to exclusive use and enjoyment of the Truck, including the ability to enter into this Agreement; and/or (3) has lawful possession of the Truck registered and licensed in its name. It is agreed and understood that exclusive use and lawful possession of the Truck, together with all replacement parts, additions, equipment, repairs and accessories incorporated therein or affixed thereto, shall remain in and with Carrier.

2. **Term and Termination.** The term of this Agreement shall begin on the date the Truck is first made available to Broker, regardless of whether the Truck is actually used, or the date that this Agreement is fully executed, whichever occurs first, and shall continue thereafter until the transportation performed by Carrier has been completed and Carrier has fulfilled its obligations as described herein. Either Party may terminate this Agreement, with or without cause, upon ten (10) days' written notice to the other Party. Any right or obligation arising or incurred prior to the termination or expiration of this Agreement shall survive this Agreement and remain enforceable.

3. **Compensation.** For performance of its services, Carrier shall receive from Broker payment based upon a negotiated rate per load. All compensation paid hereunder shall be the total amount for use of the truck and for driving services provided by Carrier.

4 **Payments.** Payment to the Carrier shall be made within thirty (30) days after submission of a signed bill of lading evidencing delivery to and receipt by the named consignee; other necessary delivery documents; and other paperwork concerning transportation performed pursuant to an arrangement with Broker. Such other paperwork may consist of log books that may be required by the U.S. Department of Transportation and those documents necessary for Broker to secure payment from the shipper. All sums paid pursuant to this provision may be applied to any other amounts Carrier may owe to Broker.

Broker may withhold fifteen percent (15%) of the total of transportation and any accessorial charges in the event Carrier fails to meet a scheduled pickup or delivery time, unless Carrier gives Broker 24 hours' advance notice of its inability to meet the scheduled pickup or delivery time.

Deductions may be made from payments to Carrier for cargo or property damage sustained while property is in Carrier's custody or control, where it is in Broker's business interests to do so, and following Broker's furnishing to Carrier of a written explanation and itemization of any deductions made from any compensation owed to Carrier.

5. **Costs.** Carrier agrees to be solely responsible for, and to pay all costs, expenses, fees or charges incurred in conjunction with titling, licensing, and registration of its equipment, and complying with any other requirements before its equipment can be operated upon a public right of way.

Carrier agrees further to be solely responsible for, and to undertake the cost of, fuel, fuel taxes, fuel permits, empty mileage, permits of all other types, tolls, ferries, detention and accessorial services, base plates and licenses, any unused portions of such items, public liability insurance, property damage insurance, and any cargo liability insurance that it may elect to obtain. Carrier agrees further to be solely responsible for, and to undertake the cost of, maintenance, tires, storage fees, parking charges, fines of whatever kind, towing and removal fees, and any and all taxes, assessments, and other governmental charges of any kind, except as otherwise provided herein.

Unless otherwise agreed to in writing, Carrier further agrees to be solely responsible for and to undertake all cost and expense associated with the unloading of products or commodities from its trailer equipment.

6. **Condition of Equipment.** Carrier agrees to furnish equipment contemplated herein in a safe, insured, and roadworthy condition as described herein, and to maintain it as provided for by state or federal law.

7. **Compliance with Laws.** Carrier shall maintain responsibility for compliance with any and all state or federal safety and environmental laws or regulations, including operation of its equipment only by a qualified and eligible driver(s). Carrier expressly represents that its driver(s) will operate the Truck(s) in compliance with state and federal hours-of-service provisions, and federal and state speed limit laws. Carrier further agrees not to use, or permit or suffer the use of, the Truck in any unlawful or unreasonable manner, business, or activity.

Carrier warrants and represents that it has a safety rating issued by the Federal Motor Carrier Safety Administration of 'Satisfactory' or 'Conditional', and that it is unaware of any audit or investigation into the safety compliance of its operations that is scheduled to occur in the