



100 MAIN ST.
WAYNE, NEBRASKA 68787

BROKER-CARRIER AGREEMENT

This Broker-Carrier Agreement, is entered into this day of _____ by and between Sonlite Express Inc., a Nebraska corporation with offices at 100 Main St, Wayne Nebraska 68787, hereafter referred to as Broker, and _____, hereinafter referred to as Carrier.

In consideration for the transportation or arrangement for transportation of freight and payment for such services between the parties, together with the agreements set forth below, Broker and Carrier hereby represent, warrant, covenant and agree as follows:

- A. Broker engaged in operations in interstate and foreign commerce as broker of general commodities (except Alaska and Hawaii) under Interstate Commerce Commission, now known as the Federal Highway Administration (FHWA), License No. MC-186370.
- B. Carrier is engaged in business as a common or contract motor carrier under appropriate and lawfully issued operating licenses issued to Carrier by the FHWA Number _____ and various state agencies where applicable. Carrier maintains in effect property damage, personal injury and public liability insurance in amounts which comply with the minimum requirements of the FHWA, and any other applicable regulatory federal and state agencies, as well as those amounts agreed upon in paragraph G4 below.
- C. Broker agrees to proceed with its best efforts to solicit and obtain freight hauling agreements for Carrier to the mutual benefit of Carrier and Broker. Carrier agrees to accept forced dispatch, meaning that carrier will accept, load and deliver; expediently; any and all loads obtained for the Carrier by Broker.
- D. Carrier agrees, subject to availability and loading capacity of its fleet of trucks, to transport such additional freight as may be tendered for transportation by shipper, all subject to the provisions hereinafter set forth. Broker shall not be liable in any respect for failure to ship such tonnage if hindered or prevented directly or indirectly by war, conditions of war, strikes, lockouts, fires, floods, cyclones, accidents or other agencies or acts of god, failure to secure raw materials, or any other cause beyond its control, whether of the same kind or not.
- E. Carrier shall not be liable for delay in delivery if he shall in any respect be hindered or prevented directly or indirectly, by strikers, lockouts, fires, floods, cyclones or other agencies or acts of God, or other cause beyond his control, from making such delivery.
- F. Broker agrees to conduct all billing services to the shipper. Carrier shall invoice Broker for its charges as set forth on page (2) of this Agreement. Broker shall remit payment to the carrier on timely basis as agreed upon.

Initial here _____

G. CARRIER REPRESENT, WARRANTS AND AGREES THAT CARRIER SHALL BE LIABLE TO BROKER AS FOLLOWS:

1. For all losses, delays, destruction, theft, damage or liability of any kind to or for all freight, the transportation of which has been arranged by Broker, arising out of Carrier's transportation, or failure to transport, such freight as arranged by broker, and
2. For all losses, expenses or liability of any kind arising out of Carrier's violation of any of the terms of this agreement; and,
3. For any failure on its (Carrier) part to comply with all applicable laws, regulations, federal, state and,
4. That it shall protect, defend, indemnify, and save Broker harmless and pay Broker on demand from any and all claims, loss, damage, expenses, or liability (including reasonable attorney's fees) arising out of any of its actions or omissions in the performance of this agreement including by but not limited to those described in subparagraphs 1, 2, and 3 above. In connection herewith, carrier shall furnish Broker with Certificate(s) of Insurance, or insurance policies, protecting Broker from the risks identified herein, providing thirty (30) days advance notice of cancellation or termination and subject to the minimum limits: public liability and public vehicle liability, \$1,000,000; cargo damage or loss, \$30,000; and workers compensation. Sonlite Express Inc. must also be listed as Additional Insured for general and auto liability on the carrier's policy and noted as such on the certificate of insurance. Carrier shall at all times carry and maintain adequate insurance and agrees to provide evidence thereof. (It is clearly understood and is the intentions of the parties hereto, that Carrier shall employ all persons operating trucks hereunder and that such persons shall be and remain employees of the Carrier and that the Carrier shall be an independent contractor and nothing herein contained shall be construed to be inconsistent with that relationship.) The certificates or policies shall be in a form, and company acceptable to Broker. Said acceptance, shall be made in writing and shall not be unreasonably withheld. IT is expressly understood and agreed that this Agreement shall not be effective until notice of acceptance has been received by Broker. Nothing in this Agreement shall be construed to limit liability to insurance limits set forth.

H. Carrier shall not solicit traffic from any shipper, consignor, consignee or customer of Broker where (1) the availability of such traffic first became known to Carrier as a result of Broker's efforts, or (2) where the traffic of the shipper, consignee or customer of the Broker was first tendered to carrier by the Broker. If Carrier breached this agreement and "back-solicits" the Broker's customers, and obtains traffic from such customer, the Broker then is entitled, for a period of 12 months after the involved traffic first begins to move, to a commission from the Carrier of 8% of the transportation revenue received on the movement of the traffic.

I. In the event of default by Carrier of any of the provisions of this Agreement, including but not limited to failure to furnish or maintain insurance, Broker shall have the right to withhold and/or set off any payment owing to Broker and/or received from shippers, which Broker is obligated to pay Carrier. Said right of withholding and/or exercise of any and all other remedies which Broker may have at law or inequity against carrier.

Initial here _____

- J. TERM. The term of this Agreement shall be one year from the date hereof and it shall automatically be renewed for successive on (1) year periods, unless terminated upon (30) days written notice by either party any time. Immediate termination of this agreement will occur if any of the terms of this agreement are violated by the carrier. All shipments tendered by a shipper or customer procured by Broker to Carrier under the terms of this Agreement shall be accepted by Carrier for transportation, proved such shipment does not exceed the capacity of Carrier's equipment. Carrier agrees that all shipments will be transported and delivered as expeditiously as possible.
- K. NOTICES. All notices provide, or required by this Agreement, shall be made in writing, and delivered, return receipt requested, to the addresses shown herein with postage prepaid. Upon immediate termination when carrier violates this agreement, carrier may be notified by phone, with a written notice of termination following in the mail to the address on this agreement.
- L. GOVERNING LAW. This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Nebraska.
- M. NON-EXCLUSIVE. Broker and Carrier understand and agree that this agreement does not bind the respective parties to exclusive services to each other. Either party may enter into similar agreements with other carrier or brokers.
- N. It is understood and agreed that the relationship between Broker and Carrier is that of independent contractor and that no employer/employee relationship exists or is intended, that Broker has no control of any kind over Carrier, and nothing herein shall be construed to be inconsistent therewith.
- O. WAIVER. The failure of either party to enforce the breach of waiver of provision or term of the Agreement shall deemed to constitute a waiver of any subsequent failure of breach, and shall not bar the right of either party to thereafter enforce such term or provision.
- P. ASSIGNMENT. This agreement may not be assigned by either party, without prior written consent signed by both parties.
- Q. This Agreement constitutes the entire agreement between the Broker and Carrier and may not be amended, modified or altered except by written consent signed by both parties.
- R. If we have not received paperwork for loads complete 3 weeks after the date of delivery a charge of 3% will be deducted from each of those loads.

IN WITNESS WHEREOF, we have signed this Agreement the date and year shown on page 1.

SONLITE EXPRESS INC.
BROKER
100 MAIN ST
WAYNE NE 68787

CARRIER NAME: _____
CARRIER ADDRESS: _____
TOWN, STATE, ZIP: _____

Signature

Signature

CARRIER WILL BE PAID THE FOLLOWING PERCENT OF THE GROSS PAYLOAD:

*** If using a Sonlite Fuel Card, an additional 3% will be charged.

*** Quick Pay is an additional 3%