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TRANSPORTATION CONTRACT

This Master Transportation Contract, effective as of _____ (“Effective Date”), is made by and between CARGO LINK INTERNATIONAL, INC., a licensed transportation broker, MC# 177535 who controls the transportation of its customers’ freight (hereinafter ‘BROKER’) and _____, located in _____, MC# _____ a licensed motor carrier who provides transportation and related services under contract (hereinafter ‘Carrier’). In consideration of the mutual promises and covenants set forth herein, the parties hereto agree as follows:

- 1) **PERFORMANCE OF SERVICES.** Carrier agrees to meet Broker’s distinct transit and pricing requirements agreed to by the parties from time to time after the Effective Date, as confirmed by the Brokers’ issuance of a Rate Confirmation. Carrier further agrees to comply with all of Broker’s reasonable shipping instructions. Carrier agrees that Carrier is an Independent Contractor of Broker.
- 2) **TERM.** The term of this contract shall commence on _____, 20____, and shall continue in effect until the Contract is terminated by either Broker or Carrier upon thirty (30) days prior written notice to the other party.
COMPENSATION. Broker shall pay Carrier 21 days after Broker’s receipt of Carrier’s invoice, Shipper’s bill of lading, signed delivery receipt and other documents required by Broker or Shipper.
- 3) **INSURANCE.** Cargo shall be a minimum of \$100,000 per occurrence. Liability, with minimum limits of not less than \$1,000,000, shall be maintained. Claims must be paid within sixty (60) days of the claim file date. Carrier assumes, in transporting property under this agreement all liability for loss, damage, injury or delay.
- 4) **CARRIER** agrees that it will not “back 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) the traffic was first tendered to the Carrier by the Broker. Carrier agrees to pay Broker twenty percent (20%) of billed revenue on each load of such “back solicitation” for the period of eighteen (18) months.

5) **CARRIER'S AND BROKER'S** rights and obligations under this Contract for contract carriage, except as otherwise provided in this Contract, shall be governed by the rules and regulations pertaining to transportation of general commodities by motor Carrier as promulgated by the Interstate Commerce Commission.

BROKER

CARRIER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____