



BROKER/CARRIER AGREEMENT

MC#-228476

This agreement entered into this _____ day of _____, 20____, by and between Satellite Specialized Transportation Inc. referred to herein as "Broker", and _____ referred to as "Carrier". In consideration of the promises hereinafter contained, the parties do hereby mutually agree:

1. BROKER shall tender to carrier not less than _____ pounds of freight per year. Cargo in excess of such amounts shall be tendered at BROKERS discretion.
2. BROKER shall pay CARRIER according to rates agreed in advance of individual shipment, provided that the parties may in writing agree to as schedule, to be appended hereto, and the parties may from time to time agree on rates for categories or groups of shipments. CARRIER agrees to never Co-broker shipments tendered under this agreement.
3. CARRIER appoints broker its agent for collection of funds from the shipper/receiver, relying on BROKER'S capacity to collect and pay, and carrier shall have no recourse to Shipper/Receiver for payment for services other than through BROKER.
4. CARRIER shall abide by all rules and regulations of federal, state, and local authorities, furnish qualified labor and safe and suitable equipment in compliance with relevant state and federal regulations, maintain public liability and cargo insurance in compliance with federal and state requirements and in such amount as BROKER shall from time to time require or approve, transport shipments to destination with due dispatch, assume full and complete responsibility for damage to cargo in loading or unloading, and indemnify and hold harmless the BROKER with respect to claims arising from CARRIER'S operation.
5. CARRIER is an independent contractor, and shall be fully responsible for the conduct of its employees and the operation of his equipment.
6. CARRIER may decline to transport and shipment offered provide it promptly notifies the BROKER in advance.
7. CARRIER shall not solicit or accept traffic from any person, including shipper, consignee, consignor or customer, where the availability of such traffic first became known to CARRIER by BROKER. If CARRIER solicits or accepts such traffic within twelve months after termination of this agreement, CARRIER shall be subject to liquidation damages of \$250.00 from each shipment solicited or accepted.
8. This agreement reflects the material terms of any prior transportation arrangements between the parties, and all prior transactions shall be governed by the terms herein stated.
9. In Performing transportation hereunder, CARRIER is operating under contract with BROKER, with shipper/receiver to be the beneficiary of such contract terms, shall fully and faithfully perform each and every shipment instruction prior to shipment, and each commercially reasonable and lawful instruction or CARRIER obligation stated by BROKER subsequent to shipment.
10. This agreement contains the full concurrence of the parties, not to be modified except in writing by mutual consent of the parties, shall be effective for one year unless previously cancelled with written notice by either party, and shall in absence of cancellation be automatically renewed for successive on year periods.
11. All disputes are to be tried before the courts of Oregon to the exclusion of all courts which might have jurisdiction apart from this provision. Venue in any suit or action arising hereafter shall be in the appropriate court of general jurisdiction in Deschutes County, Oregon. Validity, meaning enforceability, and effect of this agreement and the rights and responsibilities shall be determined in accordance of laws in the State of Oregon.

Signee and Title for:
Satellite Specialized Transportation Inc.

Signee and Title for Carrier
Date ____/____/____
Federal ID Number _____