

AMINO TRANSPORT, INC

BROKER-CARRIER AGREEMENT

This agreement, between AMINO TRANSPORT, INC., MC-351837-B "Broker" and _____ "Carrier" operating only under **COMMON CARRIER** authority MC # _____.

- 1) "Broker" agrees to offer for shipment and "Carrier" agrees to transport "Truckload" freight by motor vehicle from and to such points between which service may be required.
- 2) "Truckload" rates are agreed upon a load by load basis submitted by fax "Broker" and signed and return by fax "Carrier".
- 3) "Broker" shall be named additional insured by "Carriers" insurance company for minimum \$1,000,000 U.S. automobile liability and minimum \$100,000 U.S. all risk cargo. "Carrier" agrees to maintain above stated insurance coverage. "Carrier shall be liable to "Broker" for all shortage and damage.
- 4) The relationship of the "Carrier" to the "Broker" shall be at all times as that of an independent contractor.
- 5) "Broker" agrees to pay "Carrier" within thirty (30) days of receipt, of an original signed Bill of Lading.

Carrier shall be liable for full actual loss resulting from loss, damage, injury or delay on shipments transported under the terms of this agreement. Full actual loss is the replacement cost of freight tendered to the carrier for transport. All claims for loss and damage shall be handled and processed in accordance with regulations published in the Code of Federal Regulations at 49 CFR Part 370. The terms, conditions or provisions of the governing bill of lading or any other shipping form, tariff or rule utilized shall be subject and subordinate to the terms of this agreement and in the event of a conflict, this agreement shall govern. This contract cannot be changed, modified, limited or supplemented by reference to any carrier rates, rules, classification, practice, schedule or tariff.

Carrier agrees to indemnify and save harmless Broker from any and all claims of any nature whatsoever arising out of Carrier's operations and activities hereunder, including without limitation, claims, losses, or liability for personal injury, property damage, cargo loss or damage, or any combination thereof, resulting from the negligence or legal liability of Carrier, its employees or agents, which may occur during the performance of services under this Agreement, including court costs and attorney's fees incurred in defending or prosecuting such claims.

The terms of this agreement shall commence the _____ day of _____, 20____ and shall remain in full force and effect for a period of twelve (12) months from its effective date and from year to year thereafter, subject to the right of either party to cancel upon written notice.

A facsimile transmission shall be deemed to be the same as an original agreement.

BROKER

Amino Transport, Inc.
223 NE Loop 820, Ste 101
Hurst, Texas 76053

By: Will Beck
Title: President

CARRIER

Name: _____
Address: _____
City/State/Zip: _____

By: _____
Title: _____