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### **Broker /Shipper Agreement**

The following Terms and Conditions of Brokered Shipments shall govern all Orders for brokerage service by: \_\_\_\_\_, herein referred to as SHIPPER, to **OurQuest, Inc. – MC#785554** herein referred to as BROKER, as more fully set forth in various Load Confirmation and Rate Agreement documentation between the parties. The authorized representative of the SHIPPER must sign Page 2 and must provide complete information as required on page 3 of this Agreement.

1. These terms and conditions shall be incorporated by reference and made a part of each Load Confirmation and Rate Agreement, hereafter referred to as LOAD CONFIRMATION, by SHIPPER to BROKER. The specifications and rates for each shipment tendered by SHIPPER to BROKER shall be set forth, in the LOAD CONFIRMATION. Each LOAD CONFIRMATION shall be acknowledged in writing by SHIPPER and received by BROKER to be effective.
2. SHIPPER agrees to tender its property to motor contract carriers through BROKER as an intermediary. SHIPPER agrees to delegate to BROKER complete working control over each shipment of the property and to pay BROKER in accordance with the rates and charges set forth in the LOAD CONFIRMATION.
3. BROKER agrees to arrange for the transportation of SHIPPER'S property as set forth in a LOAD CONFIRMATION through the selection of a duly authorized motor contract carrier. BROKER agrees to enter into contracts with motor carriers pursuant to 49 U.S.C §10702( c ). BROKER shall invoice and collect freight charges from SHIPPER.
4. For each shipment tendered to BROKER under a LOAD CONFIRMATION, SHIPPER agrees to obtain a standard, non-negotiable straight bill of lading or freight bill from the carrier which has been properly completed and executed by the carrier. The shipment shall move under these terms and conditions, the LOAD CONFIRMATION and such bill of lading, and any Transportation Contract entered into between BROKER and a motor carrier pursuant to 49 U.S.C §10702( c ).
5. SHIPPER shall pay the BROKER the rates and charges set forth in the LOAD CONFIRMATION. If not otherwise specified, SHIPPER agrees to make full payment to BROKER within twenty-one (21) days of invoice presentation period. If SHIPPER submits payment within 15 days of receiving the invoice, the BROKER will reduce the total amount invoiced by 1%. If SHIPPER submits payment within 10 days of receiving the invoice, the BROKER will reduce the total amount invoiced by 2%. BROKER may at any time after the twenty-one (21) day period demand payment in full. In the event SHIPPER cancels a scheduled load before the movement, SHIPPER shall pay BROKER for expenses as billed by carrier for actual costs incurred(if applicable) plus a broker administrative fee equal to seven (7) percent of the quoted load rate as set forth in the LOAD CONFIRMATION.
6. SHIPPER agrees to pay a finance charge at a monthly rate of 1.5% on any outstanding invoice balance after thirty (30) days. In the event of a lawsuit for collection, SHIPPER agrees to pay BROKER all reasonable arbitrator and/or attorney's fees and court costs.
7. SHIPPER agrees it shall not have any right to set off compensation due BROKER under any LOAD CONFIRMATION against any amount in dispute with carriers or BROKER concerning claims of any kind.
8. Standard carrier cargo insurance in the minimum amount required by law will apply on all shipments, unless otherwise specified in the LOAD CONFIRMATION or stated as released value on a uniform straight bill of lading and agreed upon by SHIPPER and the motor carrier. BROKER shall be advised of any other cargo insurance requirements of SHIPPER at least 72 hours in advance of each movement.
9. If SHIPPER orders a tow away shipment involving power units (tractors) and drivers only, SHIPPER shall be solely responsible for maintenance of its trailers and any other required equipment transported by the carrier(s) selected by brokers. SHIPPER warrants to BROKER that its trailer and equipment meet applicable safety standards, is road worthy and will be ready for transportation upon the dates and time specified herein. If SHIPPER'S trailer or other equipment is not suitable for transportation, the carrier may refuse to transport said trailers and equipment and SHIPPER will be liable for charges due for "Equipment Ordered but Not Used" as set forth in the LOAD CONFIRMATION. Any expenses or repairs related to SHIPPER'S trailers or equipment incurred by carrier(s) while under dispatch, over which carrier(s) has not reasonable control, (including but not limited to flat tire repair, air hose replacement, brake repairs, electrical repairs, etc.) shall be paid by SHIPPER. SHIPPER hereby delegates to carrier(s) the authority to make such repairs as necessary to ensure deliveries per the schedules. Carrier(s) shall provide to SHIPPER receipts for repairs to SHIPPER'S trailers or equipment upon delivery at destination.
10. SHIPPER warrants to BROKER that any trailers or equipment tendered for transportation are not over dimension or overweight, unless specified in the LOAD CONFIRMATION. SHIPPER shall be liable for any damages or permit expenses which a carrier may sustain attempting to transport a load in excess of prearranged specifications and shall be liable for any additional charges incurred by BROKER as a result. Carrier(s) shall not be





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required to make pickup or delivery if access to the trailer or equipment, as well as ingress or egress, is not possible by a tractor's own motor power and SHIPPER will be liable for charges due for "Equipment Ordered But Not Used" as applicable. If a tractor is detained en route, at origin or destination by any action of the SHIPPER or their designated agent(s), the SHIPPER shall be subject to applicable detention rates.

11. The BROKER shall not be liable to SHIPPER for claims, including, but not limited to: (i) cargo loss, damage or delay claims, or (ii) bodily injury or property damage claims asserted by third parties against the carrier and/or SHIPPER. In addition, the parties shall not be liable to each other for failure to perform pursuant to the Terms and Conditions on any Order in the event such failure is caused by strike, riot, fire, natural disaster or act of God, or any other factors beyond the reasonable control of the failing party.
12. SHIPPER agrees to indemnify and hold harmless BROKER, and its agents or employees, from and against all claims, administrative proceedings, settlements, costs, expenses or arbitrator/attorney's fees arising out of or relating to any Order if such claims are caused in whole or in any part by the negligent act or omission of the shipper, its agents, employees, subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not is caused in part by such persons indemnified hereunder.
13. BROKER'S liability to SHIPPER under each Order or any claim arising from or relating to it shall be limited to the lesser of the amount of SHIPPER'S actual damages or their revenue derived by BROKER from the single bill of lading accompanying the shipment giving rise to the claim.
14. BROKER will conduct its affairs and perform services under these Terms and Conditions and for each Order as an independent contractor. BROKER is free to perform brokerage services for parties other than the SHIPPER, and the SHIPPER is free to tender its property to other carriers or brokers for transportation.
15. SHIPPER understands that the BROKER enters into agreements with motor contract carriers which prohibit back solicitation of the SHIPPER by the carrier. SHIPPER agrees to notify the BROKER within ten (10) days in any event when a carrier has solicited a SHIPPER when that carrier has been used by the BROKER for shipments on behalf of the SHIPPER within the period of two (2) years prior to the event of solicitation. Nothing in this paragraph shall be construed to prevent the shipper from using any other motor carrier at any time with or without participation of the BROKER in the shipment.
16. Each Order shall commence on the date shown on the LOAD CONFIRMATION and shall be effective for a period of one year from such date, and shall continue thereafter from year to year, unless terminated by either party at any time during the first or any subsequent year by either party, giving the other thirty (30) days prior written notice of its intention to cancel an Order. The duties to make payment, notify of back solicitation and indemnity shall survive the termination of an Order.
17. These Terms and Conditions and accompanying LOAD CONFIRMATIONS shall bind the parties, their representatives and assigns. The Terms and Conditions shall not be modified except in writing signed by both parties. No officer, employee or agent of the parties has the power, right or authority to waive any of the provisions of these Terms and Conditions, nor shall any custom with or without the knowledge have the effect of changing, modifying, changing or foregoing any condition or provision.
18. The Terms and Conditions and accompanying LOAD CONFIRMATION set forth the entire agreement between SHIPPER and BROKER. There are no other representations, warranties, agreements or contracts, oral or written, which are expressly set forth or provided for herein.
19. Each Order Confirmation shall be deemed to be governed by the laws of State of California and for all purposes shall be construed in accordance with and governed by the State of California. Any claims arising out of, or relating to, an Order or breach hereof shall be brought before an arbitrator or an appropriate court in the State of California.

IN WITNESS WHEREOF, the parties have executed these Terms and Conditions of Brokered Shipments by their duly authorized representatives on

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**OurQuest, Inc.**

CLIENT: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_





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### SHIPPER PROFILE FORM

Main/Corporate Office Information:	
Company Name:	
Billing Address:	
Phone Number:	
Fax Number:	
Admin Contact:	
Accounting Contact:	
Federal EIN #:	
Bank References:	
Financial Institution Name:	
Phone Number:	
Account Number:	
Contact Name:	
Trade References (2 must be motor carriers):	
Reference #1 (Contact Name/Co. Name/ Phone Number:	
Reference #2 (Contact Name/Co. Name/ Phone Number:	
Reference #3 (Contact Name/Co. Name/ Phone Number:	

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, I hereby attest that all information provided is accurate and verifiable. Furthermore, SHIPPER authorizes **OurQuest, Inc.** and/or its credit agency to investigate all credit history, bank references and any other information required to process this application and at any time in the future.

**Shipper's Authorized Representative (Print Name):** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_

Initials