



## **Dancer Logistics Services, LLC.**

**Delphos, OH 45833  
419-339-1984 x 1  
419-692-2514 fax**

### **Transportation Agreement**

This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_  
by and between Dancer Logistics, LLC, Elida (Hereinafter "BROKER"), and  
\_\_\_\_\_" \_\_\_\_\_ (Hereinafter "CARRIER").

WHEREAS, Carrier is a motor carrier registered with the U.S. Department of Transportation under DOT No. \_\_\_\_\_ and the Federal Highway Administration under MC \_\_\_\_\_, (a copy of which authority is attached hereto and made a part hereof as Appendix A), and desires to furnish Contract Carrier service to Broker and/or Broker's customers for the transportation of general commodities; and Carrier is fully qualified and adequately equipped to perform the transportation services described herein; and Carrier will comply with the safety regulations of the Department of Transportation, Bureau of Motor Carrier Safety, including but not limited to driver's hours of service and records thereof, driver qualification requirements and physicals, and equipment maintenance standards and reports, and,

WHEREAS, Broker is a certificated Broker of property operating pursuant to Department of Transportation, Federal Highway Administration Docket No. MC 473334 (a copy of which authority is attached hereto and made a part hereof as Appendix B), and warrants that it has posted with the Federal Highway Administration a surety bond in the amount of Ten Thousand Dollars (\$10,000.00) as required by Federal law governing motor carriers Brokers of property; and,

WHEREAS, Carrier has obtained all of the approvals, permits, licenses and authorizations from all Federal, State, Local and other regulatory agencies and authorities having jurisdiction with respect to the transportation service described herein; and,

WHEREAS, Carrier and Broker expressly agree and intend that this Agreement provides for the assignment of motor vehicles for a continuing period of time for the use of Broker and/or Broker's customers for service designed to meet the distinct need of Broker and/or Broker's customers

NOW THEREFORE, Carrier and Broker mutually agrees as follows;

1. Broker agrees to tender to Carrier, as a Contract Carrier (and not a common carrier), and Carrier agrees to accept from Broker, a series of shipments, but not less than three (3) shipments during the initial term of this agreement.

2. Carrier agrees to maintain cargo insurance in the amount of One Hundred Thousand Dollars (\$100,000.00) to compensate Broker, Shipper, Consignee or other owner of the property transported for loss or damage to the property transported by Carrier. Such cargo insurance shall be in the form required by federal law for common carriers of property, interstate and shall have no exclusions or restrictions which might otherwise be unacceptable to the Department of Transportation/Federal highway Administration for a filing under the statutory requirements, but shall, in all respects, be identical to the cargo insurance filed by common carriers of property in accordance with federal law. Carrier agrees to furnish a copy of its cargo filing endorsement-naming Broker as an additional insured.

3. Carrier shall indemnify and hold harmless Broker and the shippers and receivers/consignees from all claims for injury to persons (including injury resulting in death) and damage to property arising out of or associated in any way with the transportation of the property of Broker's shippers and receivers/consignees hereunder and Carrier shall procure and maintain at Carrier's sole expense, liability insurance with a reputable and financially responsible insurance company or companies properly insuring Carrier against liability and claims as required by federal law and shall furnish Broker a copy of a certificate of insurance obtained from such insurance company or companies showing that such insurance has been procured and is being properly maintained. Such insurance policies shall provide that in the event of cancellation hereof, written notice of such cancellation shall be given to Broker at least thirty (30) days prior to cancellation as to each policy. Such insurance policies shall name Broker as an additional insured for the purpose of notification of change.

4. Prior to commencement of operations and during the term of this Agreement, Carrier shall carry the following insurance in form and with insurers satisfactory to Dancer Logistics, LLC.

- A. Workers Compensation and Employer's Liability Insurance Required for all states where operations are contemplated under this Agreement.
  - (1) Workers Compensation as required by law; and
  - (2) Employer's liability with a limit of not less than One Hundred Thousand Dollars (\$100,000.00) aggregate limit of liability, and in addition not less than One Hundred Thousand Dollars (\$100,000.00) aggregate limit of liability per policy year for Disease, including death at any time resulting there from, not caused by accident.
- B. Commercial General Liability Insurance with a combined single limit per occurrence of not less than One Million Dollars (\$1,000,000.00)
- C. Comprehensive Automobile Liability Insurance with a combined single limit per occurrence of not less than One Million Dollars (\$1,000,000.00) against liability arising from the maintenance of use of all owned, not owned and hired vehicles.
- D. Cargo liability with a combined single limit per occurrence of not less than One Hundred Thousand Dollars (\$100,000.00) for all property, packages and merchandise in Carrier's care, custody and control.
- E. Carrier shall furnish Broker with written certificate obtained from the insurance carrier showing that such insurance has been procured; is being

properly maintained; that the premiums therefore are paid, specifying the name of the insurance carrier, the policy number, the expiration date and specifying that written notice of cancellation or modification of the policies shall be given to Broker at least thirty (30) days prior to such cancellation or modification.

5. Rates and charges for traffic moved pursuant to this Agreement shall be as agreed to between Broker and Carrier, in writing, and are to be contained in a confirmation of rates, rules and charges to be maintained by Broker and Carrier. This confirmation shall contain the conditions of, and charges for, any additional or of accessorial services which carrier has in force and which may be required or performed.

6. Rates may be established or amended verbally in order to meet Broker's changing shipping schedules and needs. Carrier shall however immediately confirm such rate in writing by a letter or "fax" transmission to Broker.

7. Carrier shall issue a written receipt or Bill of Lading for all shipments transported pursuant to this Agreement. The receipt or Bill of Lading shall show the kind, quantity and condition of commodities received for transportation, and shall be evidence of receipt of such commodities by Carrier in apparent good order and condition unless such commodities are not readily observable (contents and condition of contents of packages unknown) or as may otherwise be noted on the face of such receipt or Bill of Lading. To the extent any term or condition of such receipt or Bill of Lading conflicts in any way with any term or condition of the Agreement, this Agreement shall take precedence and control resolution of any disputes between the parties hereto.

8. Carrier will prepare and submit to Broker its invoice for transportation charges for each shipment to which the delivery receipt copy of Carrier's freight bills signed by the Consignee will be attached. Upon receipt of Carrier's invoice and the Consignee's signed delivery receipt, if required by Broker, Broker shall pay Carrier the agreed upon transportation charges approximately thirty (30) days of receipt of Carrier's invoice. Carrier shall not seek payment for its transportation charges from Broker's customer or Broker's customer's consignee unless such Broker's customer has not paid Broker the amounts due and owing to Dancer Logistics, LLC, and Carrier has sought payment from Broker as required herein and Broker has refused to Carrier as required herein.

9. Carrier shall not, under any circumstances, withhold any goods of Broker's customer on account of any dispute as to prices or any alleged failure of Broker to pay charges incurred under this Agreement. It is specifically understood and agreed that Carrier is relying upon the general credit of Broker and hereby waives and releases all liens which Carrier might otherwise have to any goods of Broker's customer in the possession or control of Carrier.

10. Carrier acknowledges that all matters relating to loss and damage, undercharge or overcharge claims are to be disposed of by it directly with the shipper, consignee, beneficial owner of the goods and/or person responsible for the payment of the freight charges and that Broker assumes no responsibility for the same other than to attempt to facilitate a settlement of any such disputes. Carrier shall be liable to the owner of the property for loss or damage to such property while in the possession of, or under the control of Carrier according to the provision of 49 U.S.C. Section 14706 ("Carmack Amendment"). 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.

11. All claims for loss and damage and any salvage arising therefrom shall be handled and processed in accordance with federal law at 49 C.F.R. PART 1005 (Claim Regulations).

12. The relationship of the Carrier to Broker shall, at all times, be that of any independent contractor.

13. Carrier agrees not to interline or use other motor carriers, or brokers, or to use "substituted services" by rail, for shippers goods without prior written agreement of Broker.

14. Carrier agrees to comply with the provisions of the Negotiated Rates Act of 1993, Section 7 (Section 13708), requiring Carriers to disclose the actual rates, charges and allowance on freight bills, prohibiting false or misleading information on documents and requiring a statement on the freight bills that, "a reduction, allowance or other adjustment may apply" when this Agreement provides for such reductions, allowances, or adjustments dependent upon Broker's performance of a service, such as tendering a volume of freight over stated period of time.

15. The time limit for filing overcharge and undercharge claims on shipments moved pursuant to this Agreement shall be One Hundred-Eighty (180) days, except that clerical errors, mathematical errors, extension errors and duplicate payments may be corrected with three (3) years. All overcharge claims and duplicate payments shall be handled and processed by Carrier in accordance with federal law.

16. This Agreement shall become effective on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and shall remain in effect for a period of one (1) year from such date, and from year to year thereafter, subject to the right of either party to cancel or terminate the Agreement at any time upon not less than thirty (30) days written notice of one party to the other.

17. Carrier shall not solicit traffic from any shipper, consignor or customer of Broker where (1) the availability of traffic first became known to Carrier as a result of Broker's efforts, or (2) the traffic of the shipper, consignor, consignee or customer of Broker was first tendered to Carrier by Broker. Should Carrier breach this Agreement and directly or indirectly solicit traffic from customers of Broker and obtains traffic from such customer of Broker, Carrier shall pay to Broker, for a period of fifteen (15) months from the date of breach, a commission in the amount of fifteen percent (15%) of the transportation revenue resulting from traffic transported for such Broker's customer and Carrier shall provide Broker with an accounting revenue and the commission due and payable to Broker for breach of this Agreement.

18. To the extent not governed by the Interstate Commerce Act or other applicable federal statutes, the laws of the State of Ohio shall govern the validity, construction and performance of the Agreement, and all controversies and claims arising hereunder, and all actions or proceedings shall be brought in the State of Ohio. Should either party be required to initiate civil or administrative proceedings to interpret or enforce any provision of this Agreement, any amendment or any appendix or exhibit hereto, that party shall be entitled to recover, in addition to any other relief, reasonable attorneys fees, expenses and costs incurred by seeking judicial and/or administrative interpretation or enforcement of this Agreement.

19. Carrier and Broker agree to maintain records to transportation performed pursuant to this Agreement for a period of three (3) years following the last shipment transported by Carrier hereunder.

IN WITNESS WHEREOF, Carrier and Broker have caused this Agreement to be executed by their duly authorized representatives on the date set forth below.

CARRIER:

BROKER:

\_\_\_\_\_

DANCER LOGISTICS, LLC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_