

BROKER-CARRIER AGREEMENT

Location: _____ Effective Date: _____

Broker Information:

Company Name: _____

Address: _____

Contact Person: _____

Telephone / Email: _____

Carrier Information:

Company Name: _____

Address: _____

Contact Person: _____

Telephone / Email: _____

Agreement Terms and Conditions:

1. Appointment and Acceptance

Broker hereby appoints Carrier, and Carrier accepts appointment, to provide transportation services under the terms and conditions contained in this Agreement. Carrier agrees to transport goods as directed by Broker and to comply with all applicable laws and regulations.

2. Carrier's Responsibilities

Carrier shall provide safe, timely, and professional transport services. Carrier shall maintain all required licenses, permits, insurance, and shall comply with all applicable federal, state, and local laws, including but not limited to regulations of the Department of Transportation (DOT). Carrier assumes full responsibility for all cargo from receipt until delivery.

3. Broker's Responsibilities

Broker shall provide Carrier with accurate and complete information regarding the cargo, including nature, weight, dimensions, and any special handling requirements. Broker shall ensure payment to Carrier as specified herein.

4. Compensation and Payment Terms

Carrier shall be compensated as per the rates agreed upon separately. Broker agrees to pay Carrier within thirty (30) days of receipt of Carrier's invoice. Late payments shall bear interest at the maximum rate permitted by law.

5. Insurance

Carrier shall maintain cargo insurance, liability insurance, and any other insurance required by law, naming Broker as an additional insured where applicable. Certificates of insurance shall be provided to Broker upon request.

6. Indemnification

Carrier agrees to indemnify, defend, and hold Broker harmless from any claims, damages, liabilities, and expenses arising out of Carrier's performance or failure to perform the services under this Agreement, including but not limited to cargo loss or damage.

7. Term and Termination

This Agreement shall remain in effect until terminated by either party upon thirty (30) days' written notice. Either party may terminate immediately for cause upon material breach by the other party.

8. Compliance with Laws

Both parties agree to comply with all applicable federal, state, and local laws and regulations, including but not limited to those governing safety, labor, environmental protection, and transportation.

9. Confidentiality

Each party agrees to keep confidential all proprietary information obtained from the other party in connection with this Agreement and not to disclose such information to third parties without prior written consent.

10. Independent Contractor

Carrier is an independent contractor and not an employee, agent, or partner of Broker. Carrier shall be solely responsible for all taxes, insurance, and benefits for its employees.

11. Limitation of Liability

Except as otherwise provided by law, neither party shall be liable to the other for consequential, incidental, special, or punitive damages arising from this Agreement.

12. Force Majeure

Neither party shall be liable for delays or failure to perform caused by events beyond reasonable control, including but not limited to acts of God, war, terrorism, strikes, or governmental actions.

13. Dispute Resolution

Any dispute arising under this Agreement shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association in the state of _____.

14. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of _____ without regard to its conflict of laws principles.

15. Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, whether oral or written, relating to the subject matter hereof.

16. Amendments

No amendment or modification of this Agreement shall be effective unless in writing and signed by authorized representatives of both parties.

17. Notices

All notices required or permitted shall be in writing and delivered personally, by certified mail, or by nationally recognized overnight courier to the addresses specified above or such other address as a party may designate by written notice.

18. Severability

If any provision of this Agreement is held invalid or unenforceable, the remainder shall remain in full force and effect.

19. Waiver

Failure to enforce any provision of this Agreement shall not constitute a waiver of future enforcement of that or any other provision.

20. Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed valid and enforceable.

BROKER'S SIGNATURE

CARRIER'S SIGNATURE

Signature: _____

Signature: _____

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