

TRANSPORTATION BROKERAGE AGREEMENT (Consolidated)

THIS TRANSPORTATION BROKERAGE AGREEMENT (Consolidated), including Appendix A and any subsequent appendices, addenda, exhibits or schedules (together, the "AGREEMENT"), is made and entered on _____, 20__ by and between _____ ("CARRIER") and Fast Freight, Inc. ("BROKER").

RECITALS

WHEREAS, CARRIER is a motor carrier of property duly authorized by all applicable state, provincial, or federal authorities to provide compensated contract carriage of property for shippers (sometimes herein "consignors") and receivers (sometimes herein "consignees") of regulated and non-regulated property, and provides transportation services and related services in the U.S. and, where applicable, Canada.

WHEREAS, BROKER is a transportation broker, duly authorized by the U.S. Department of Transportation ("DOT"), to arrange for the transportation of property by contract motor carriers on behalf of shippers and receivers.

WHEREAS, CARRIER recognizes the special, distinct, varying and continuing transportation needs of **BROKER** and its customer base of shippers and receivers, and in order to serve a portion of those transportation needs, **CARRIER** desires to provide contract carriage and related services to **BROKER** pursuant to the terms of this **AGREEMENT**.

AGREEMENT

1. **EFFECTIVE DATE AND TERM.** This **AGREEMENT** is to become effective on the date first written above, or to the extent applicable, upon the date which **CARRIER** and **BROKER** commenced doing business together, whichever is earlier, and shall remain in effect for a period of one year from such date, and shall automatically renew from year to year thereafter, subject to the right of either party to terminate this **AGREEMENT** at any time upon thirty (30) days advance written notice to the other party.

2. **SCOPE OF AGREEMENT.** This **AGREEMENT** shall govern any and all shipments tendered to **CARRIER** by **BROKER** (or upon **BROKER'S** instructions), and accepted by **CARRIER**, whether regulated or non-regulated property, in interstate, intrastate, or international transportation. Any rates, charges, liability limitations, classifications and/or rules in tariffs filed or published by **CARRIER** shall not apply to any such shipment unless they are specifically identified and incorporated herein. This Agreement does not bind either party to mutually exclusive services with each other. Both the **BROKER** and **CARRIER** understand and agree that **BROKER** will enter into similar agreements with other carriers, and **CARRIER** may enter into similar agreements with other brokers and/or shippers.

3. **STATUS OF PARTIES.** The relationship of **CARRIER** to **BROKER** shall, at all times, be that of an independent contractor. Nothing herein shall be construed as establishing an agency, partnership, joint venture, hiring or any form of employer-employee relationship between **BROKER** and **CARRIER**. Neither party shall be responsible for any debts, obligations or liabilities incurred by the other in performance of its business activities, except as expressly provided herein. Notwithstanding the foregoing provisions, **BROKER** shall be the agent for the **CARRIER** for the limited and express purpose of billing and collecting freight charges and fees from shippers and receivers, and **CARRIER** hereby appoints **BROKER** as its agent for such express and limited purpose. **CARRIER** further agrees that a Shipper's insertion of **BROKER'S** name as the carrier on a bill of lading shall be for the Shipper's convenience only and shall not change **BROKER'S** status as a property broker nor **CARRIER'S** status as a motor carrier.

4. **FREIGHT RATES.** For all shipments tendered by **BROKER** and accepted by **CARRIER** under this **AGREEMENT**, the rates, charges, and fees for the transportation and services shall be set forth in a Load Confirmation Sheet in a form provided by **BROKER**. Such rates and charges may be established or amended verbally (by telephone or other means) in order to meet specific shipping schedules, but such verbal agreements shall be confirmed in writing prior to loading of **CARRIER'S** truck with the property for transportation. Such written Load Confirmation shall include the charges for the shipment and shall also contain, as applicable, the conditions and any additional or accessorial services required to be performed. The Load Confirmation shall be sent by **BROKER** to **CARRIER** via computer generated facsimile transmission (FAX); electronic mail (EMAIL) or, alternatively by First-Class Mail prior to loading a load. **CARRIER** represents and warrants that there are no other applicable rates or charges applicable to the transportation, including those contained in any tariff, terms and conditions, or bill of lading, except those established in this Agreement or any Load Confirmation. For all shipments tendered by broker and accepted by carrier under this agreement, all detention, accessorial, and/or additional charges assumed by the carrier must be immediately reported as they occur. Such charges and fees may be established verbally in order to meet specific shipping schedules, but must be confirmed in writing within 24 hrs, via fax or email, in order to receive compensation. Failure to do so may result in exclusion from or reduction of compensation. **CARRIER** agrees and acknowledges that that **CARRIER'S** dispatchers and other personnel are authorized to enter into Load Confirmations with **BROKER**.

5. **PAYMENT.** **BROKER** shall pay **CARRIER** for the transportation of property under this **AGREEMENT** in accordance with the shipping rates as established herein or in any Load Confirmation, said payment to be made not later than twenty-one (21) days from receipt by **BROKER** of **CARRIER'S** Load Confirmation, uncontested invoice, bill of lading, and documentation of proof of delivery covering such transportation and services. In the event that after shipment of property under this **AGREEMENT** the party

responsible for payment of freight charges and fees becomes bankrupt, or for any reason defaults on its obligation to pay **BROKER** for freight charges and fees which **BROKER** has already paid to **CARRIER**, **CARRIER** agrees that all its right, title and interest in such charges and fees shall be, and hereby are, transferred and assigned to **BROKER** for purposes of collection and recovery from the responsible party(s). **CARRIER** agrees that **BROKER** has the exclusive right to handle all billing and freight charges to **BROKER'S** customers for the transportation services provided herein, and, as such, **CARRIER** agrees to refrain from all collection efforts against the shipper, receiver, consignor, consignee, or **BROKER'S** customers. **CARRIER** shall furnish, if capabilities exist, transmissions of data elements ("EDI") on each shipment and receipt in the specified format, as well as similar data elements for automated payment of freight bills.

6. **SERVICES.** Subject to the availability of suitable equipment for the property tendered for transportation, and subject to the specific shipment instructions, **CARRIER** shall provide motor transportation services for the property, including, as applicable, the following specialized services: providing dedicated or assigned motor vehicles and/or refrigerated, containerized, bulk, and other specialized equipment; providing short notice driver/equipment availability to service the needs of **BROKER** and its customers; performing driver loading/unloading/counting/verification for tendered shipments; providing loading/delivery scheduling, detention, overnight and weekend layover; providing less-than-truckload or truckload services; providing variable traffic/shipment levels; protective services; stops and transits; direct dispatch; drop shipments; internal deliveries; weekends/holiday shipments and deliveries; pooling or spotting trailers; priority traffic and expedited services; and special credit payment terms. **CARRIER** shall bill all charges for such services directly to **BROKER**. **CARRIER** shall provide **BROKER** with copies of signed Bills of Lading and delivery receipts as evidence of such services.

7. **BILLS OF LADING.** **CARRIER** shall issue a Bill of Lading, in its own name, showing the kind, condition and numerical quantity of the property received and delivered by **CARRIER** at the loading and unloading points. **CARRIER** shall assume full and complete responsibility and liability for any and all loss and/or damage to, or delay of, any shipment of property while in the possession or control of **CARRIER**, provided, however, that when the terms and conditions specified in this **AGREEMENT** are different from the terms and conditions contained in the Bill of Lading, then the terms and conditions of this **AGREEMENT** shall prevail.

8. **EQUIPMENT & LABOR.** **CARRIER**, at its sole cost and expense, shall furnish all equipment required for transportation and services hereunder and shall maintain all equipment in clean condition, good repair and working order, and meet all minimum DOT vehicle standards. **CARRIER** shall employ only competent and properly licensed personnel, who shall be well-trained in the care, safety procedures applicable to shipments being handled and transported.

9. **COMPLIANCE WITH LAW.** **CARRIER** shall comply with all applicable DOT laws and regulations as well as any other federal, state, and provincial laws, regulations and ordinances applicable to the operations of a motor carrier. On behalf of shipper, consignee and broker interests, to the extent that any shipments subject to this Agreement are transported within the State of California on refrigerated equipment beginning January 1, 2013, **CARRIER** warrants that it shall only utilize equipment which is in full compliance with the California Air Resources Board (ARB) TRU ACTM in-use regulations and shall provide proof of CARRIER'S compliance upon request from BROKER. **CARRIER** shall be liable to **BROKER** for any penalties, or any other liability, imposed on **BROKER** because of **CARRIER'S** use of non-compliant equipment.

10. **SAFETY & COMPLIANCE STATUS.** **CARRIER** will endeavor to maintain, at all times during this Agreement, a "Satisfactory" DOT rating if **CARRIER'S** safety has been rated by the DOT. If **CARRIER** provides transborder or domestic transportation services in Canada, **CARRIER** will endeavor to maintain a safety rating that is "Satisfactory-Unaudited", "Satisfactory", or "Excellent" in Ontario, or a "Satisfactory" safety rating issued by the Canada provincial transport boards or ministries of other Canada provinces in which **CARRIER** operates if **CARRIER** has been audited by such authority. If, at any time during this Agreement, **CARRIER'S** safety rating issued by any applicable authority is amended or changed to, or in the case of an initial rating, is first assigned as "Conditional" or "Unsatisfactory", **CARRIER** shall immediately provide **BROKER** with written notification of that fact. **CARRIER** shall also provide immediate written notice if it receives an out-of-service order issued by the DOT or any other governmental agency. In the event of a "Conditional" rating or an out-of-service order, such notice shall set forth any and all action which **CARRIER** has taken to ensure the safety of **CARRIER'S** operations and to correct the negative change in **CARRIER'S** safety rating. Upon such notice or if **BROKER** independently determines that **CARRIER** has been issued a less than satisfactory safety rating, an out-of-service order, or has an unacceptable CSA SMS Rating, **BROKER** may elect to immediately terminate this **AGREEMENT** at **BROKER'S** sole discretion. In the event that **BROKER** decides not to terminate this **AGREEMENT** pursuant to a "Conditional" rating or if **CARRIER** has never been issued a rating, **BROKER** may elect, at its sole discretion, to continue using **CARRIER'S** services under this Agreement provided that **CARRIER'S** CSA scores maintained by the DOT are within acceptable limits according to **BROKER'S** internal policies and procedures.

11. **SUBCONTRACT PROHIBITION.** **CARRIER** shall not re-broker, co-broker, subcontract, assign, interline, or transfer the transportation of shipments hereunder to any other persons or entity conducting business under a different operating authority, without prior written consent of **BROKER**. If **CARRIER** breaches this provision, **BROKER** shall have the right of paying the monies it owes **CARRIER** directly to the delivering carrier, in lieu of payment to **CARRIER**. Upon **BROKER'S** payment to delivering carrier, **CARRIER** shall not be released from any liability to **BROKER** under this Agreement. In addition to the indemnity obligation in Par. 13, **CARRIER** will be liable for consequential damages for violation of this provision.

12. **INSURANCE.** During the term of this Agreement, **CARRIER** shall procure and maintain, at its sole cost and expense, the following minimum insurance coverages with properly licensed and reputable insurance companies.

A) Commercial Automobile Liability Insurance for "any auto" or for "scheduled and hired autos" with the minimum combined single limit for bodily injury, death and property damage of \$1 million per occurrence (or \$5 million if required by the

DOT under 49 C.F.R. Part 387 for the transportation of certain hazardous substances) covering all vehicles owned used by **CARRIER** in performing the services set forth in this Agreement.

B) All Risk Board Form Motor Truck Cargo Legal Liability Insurance in an amount equal to the full value of the property to be transferred by **CARRIER** under the Agreement, but in no event less than \$100,000 per occurrence. Such cargo liability policy must include coverage for unattended vehicles, employee theft and dishonesty, and shall have no other exclusions or restrictions of any type that would foreseeable preclude coverage related to any cargo loss, damage, or delay claim.

C) Statutory Worker's Compensation Insurance as required by applicable state law, and employer liability coverage in the amount of \$500,000 per occurrence.

D) Any other insurance or surety bonding as agreed upon by **CARRIER** and **BROKER** from time to time to meet special insurance requirements of **BROKER'S** customers or as may be required under the laws, ordinances, and regulations of any governmental authority. At all times during the terms of this Agreement, **CARRIER** shall comply with the financial responsibility requirements of federal, state, and provincial departments and agencies through which it is regulated and authorized to operate.

E) Prior to performing services under this Agreement, **CARRIER** shall furnish to **BROKER** written certificates obtained from **CARRIER'S** insurance provider showing that the insurance coverages required in this Agreement have been procured, are being properly maintained, stating the expiration date, and specifying that written notice of cancellation or modification of the policy shall be given to **BROKER** at least thirty (30) days prior to such cancellation or modification. Upon request, **CARRIER** shall provide **BROKER** with copies of all applicable insurance policies. **CARRIER'S** cargo and liability insurance shall comply with DOT requirements in all respects, with no exclusions, exceptions, or restrictions.

13. **INDEMNIFICATION.** To the maximum extent provided by law, **CARRIER** shall defend, indemnify and hold **BROKER** and its shipper and receiver customers harmless from any and all liability and/or claims arising from **CARRIER'S** breach of this **AGREEMENT**, for loss or damage to any property in the possession and/or control of **CARRIER** arising from the transportation and services provided by **CARRIER** under this **AGREEMENT**, and for any and all liability and/or claims for personal injury or death or property damage arising out of the acts or omissions of **CARRIER** or its employees, agents, or contractors in providing transportation and services hereunder. **CARRIER'S** obligation shall include liability for payment of any and all costs and/or fees incurred by **BROKER** in the adjustment or defense of any claim for cargo loss or damage and/or claim for personal injury or death or property damage arising out of transportation operations and services under this **AGREEMENT**. **CARRIER** agrees that its obligation to defend, indemnify and hold harmless the **BROKER** and its shipper and receiver customers from and against any and all claims and liabilities resulting from or arising out of transportation operations and services under this **AGREEMENT** shall survive any termination of this **AGREEMENT**.

14. **CONFIRMATION IN WRITING.** This Agreement may be executed by **BROKER** and **CARRIER** executing separate identical counterparts, which together shall constitute one agreement. **BROKER** and **CARRIER** may execute this Agreement (or a counterpart) with an original signature or facsimile signature. Any execution by facsimile signature shall be as effective as execution with original signature.

15. **SHIPMENTS PRODUCING CLAIMS, REJECTIONS, ETC.** When a shipment is partially or wholly refused or rejected by the receiver, or **CARRIER** is unable to deliver it for any reason, **CARRIER** shall notify **BROKER** and the shipper in order to receive disposition instructions. Until such disposition instructions are received, **CARRIER** must place the shipment in a public warehouse under **BROKER'S** name or in its terminal or storage facility under reasonable security and provide written notice of such act to **BROKER** and shipper. **CARRIER** shall have no right to sell, auction or otherwise dispose of any property subject to this agreement which is undeliverable, without first providing written notice of intent to do so to **BROKER** and to shipper at least 30 days in advance of such sale, auction or other disposition. In the event of any such sale or auction, **CARRIER** shall hold the proceeds thereof in trust for **BROKER** and shipper.

16. **LIABILITY FOR CARGO CLAIMS.** **CARRIER** shall maintain the sole and exclusive care, custody, and control of all shipments from the time the shipment is delivered to **CARRIER** for transportation until delivery to the consignee accompanied by the appropriate delivery receipt as specified in this Agreement. **CARRIER** assumes the liability of a common carrier (i.e. Carmack Amendment liability under 49 U.S.C. §14706) for any loss, delay, damage to or destruction of any and all shipments while under **CARRIER'S** care, custody, and control. **CARRIER'S** liability under this Agreement for any cargo claims shall be the full value of the property, meaning its replacement cost as established by trade sell or other invoice documentation, plus any additional transportation cost or incidental expenses that may be incurred by **BROKER** or its customer.

17. **NO LIENS.** **CARRIER** shall have no right to assert any lien on or against any property transported under this **AGREEMENT**. However, should a shipper or consignee notify **BROKER** of a claim for loss or damage to property transported hereunder, **CARRIER** agrees that **BROKER** and shipper or consignee shall have the right to set-off an amount sufficient to cover such claim and to deduct and withhold such amount from any payments due to **CARRIER**.

18. **NON-SOLICITATION COVENANTS.** **CARRIER** and **BROKER** agree that **BROKER**, at great expense and effort, has developed a broad customer base of shippers, receivers and vendors that is essential to the successful operations of the **BROKER**. **CARRIER** and **BROKER** agree that disclosure of the identity of one or more of **BROKER'S** said customers to **CARRIER** constitutes valuable consideration. During the term of this **AGREEMENT** and for a period of one (1) year from its termination, **CARRIER** shall not, directly or indirectly, solicit or do business of transportation or warehousing nature with any of **BROKER'S** customers who are serviced by **CARRIER** as a result of this **AGREEMENT** unless otherwise agreed to by **BROKER** in writing. Solicitation prohibited under this **AGREEMENT** means participation in any conduct, whether direct or indirect, the purpose of which involves transportation and/or handling of property by **CARRIER** for which **CARRIER** does, or did in the past, provide such services for that customer under arrangements first made or procured by **BROKER**. Solicitation includes conduct initiated or induced by **CARRIER**, or accepted by **CARRIER** upon inducement by **BROKER'S** customer. If **CARRIER** should perform

services of a transportation or warehousing nature for compensation for any **BROKER** customer without prior documented authorization from **BROKER** during the applicable time period in violation of this **AGREEMENT**, **CARRIER** shall pay to **BROKER** within ten (10) days of each such violation an amount equal to twenty-five percent (25%) of all revenues invoiced by **CARRIER** to the solicited customer, together with any and all costs of collection, including reasonable attorney fees, incurred by **BROKER** in enforcing this provision. **BROKER** shall identify its customers to **CARRIER** as each first load from each customer is tendered to **CARRIER**. **CARRIER'S** acceptance of the load will acknowledge that this new customer is a **BROKER** customer. **CARRIER** has ten (10) days after such "first load" is accepted by **CARRIER** to challenge, in writing, why the customer should not be considered a **BROKER** customer. In any case of challenge, **BROKER** and **CARRIER** will agree in writing exactly how this customer will be handled.

19. **RESOLUTION OF DISPUTES.** The parties consent and agree to the exclusive jurisdiction of the federal or state courts of Florida in any action under this Agreement and that any such court in Arizona will be an appropriate forum for such action. Proceedings based upon loss, damage, injury or delay to property transported pursuant to this **AGREEMENT** shall be initiated within two (2) years from the later of the dates on which the shipper or receiver claimant and the **BROKER** receive written notice of disallowance of claim from **CARRIER**.

20. **ENTIRE CONTRACT.** The provisions contained in this **AGREEMENT** properly express and memorialize the complete understanding and agreement between the parties, including those contained in all prior agreements, both verbal or written, and there are no other agreements or understandings between the parties, express or implied, except as set forth herein.

21. **AMENDMENTS.** This **AGREEMENT** may not be modified or amended except by a subsequent written amendment signed by both parties.

22. **WAIVERS.** Waiver by either party of any failure to comply with any provision of this **AGREEMENT** by the other party shall not be construed as or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this **AGREEMENT**. As allowed for under 49 U.S.C. § 14101 (b)(1), **BROKER** and **CARRIER** waive any rights and remedies specified in 49 U.S.C. IV Part B except for provisions governing registration, insurance, or safety fitness.

23. **NON-ASSIGNABILITY.** Both parties are expressly prohibited from assigning any of their rights or delegating any of their obligations under this **AGREEMENT** to any third parties (such as sub-haulers, sub-brokers and any other form of substituted person or entity), unless the express written consent to such assignment or delegation is first obtained from the other party.

24. **ELECTRONIC AND FAX COMMUNICATIONS; COMPUTER VIRUSES.** During the term of this Agreement, the parties anticipate that they will exchange materials and information in electronic form (collectively "Electronic Materials") either through the other party's websites, e-mail other electronic means (collectively "Electronic Connections") and via fax. By providing their fax number and signing this Agreement herein below, each party consents to receiving communications via fax regarding all aspects of their relationship. **BROKER** and its affiliates take reasonable steps to protect Electronic Materials resident on its networks, stored in its electronic media, or available on its websites, and take reasonable steps to prevent harm arising from Electronic Connections. Due to the nature of Electronic Communications and the Internet, **BROKER** and its affiliates do not provide, and expressly disclaim, any warranty (i) that Electronic Materials received by the **CARRIER** will be free of computer viruses or (ii) that Electronic Connections with the **CARRIER** will be free from harmful effects. It is the **CARRIER'S** responsibility (i) to take reasonable steps to protect Electronic Materials resident on its networks, stored in its electronic media, or available on its websites, (ii) to take reasonable steps to prevent harm arising from Electronic Connections, and (iii) to perform any anti-virus scanning, data backup, security, and other precautions reasonably necessary to safeguard against computer viruses, worms, and other intrusive or damaging code (collectively "Computer Viruses") and other threats posed by Electronic Materials and Electronic Connections. Under no circumstances will **BROKER** or its affiliates be responsible for, and **CARRIER** hereby waves and releases **BROKER** and its affiliates from, any liability for any loss or damage caused by Computer Viruses, the **CARRIER'S** receipt of Electronic Materials from **BROKER** or its affiliates or Electronic Connections between **BROKER** and its affiliates and the **CARRIER**.

25. **BINDING EFFECT.** This **AGREEMENT** shall be binding upon and shall inure to the benefit of the parties and their representatives, successors and authorized assigns.

26. **SEVERABILITY.** If any provision of this **AGREEMENT** is determined by an Arbitrator or by a court of competent jurisdiction to be contrary to the laws or regulations of any applicable jurisdiction, then such invalid provision shall be severed from this **AGREEMENT**; however, such determination shall not affect the validity of any other provisions of this **AGREEMENT**.

27. **AUTHORITY OF REPRESENTATIVES TO BIND PARTIES.** It is agreed and warranted by the parties that the persons signing this **AGREEMENT** respectively for **CARRIER** and **BROKER** are authorized to do so. No further proof of authorization is or shall be required.

28. **COUNTERPARTS.** This **AGREEMENT** may be executed in any number of identical counterparts and each such executed counterpart shall be deemed a duplicate original hereof.

29. **NOTICES.** Any notices required or permitted to be given under this **AGREEMENT** shall be in writing and shall be sent by first class mail and by fax transmission. The mailed notices shall be addressed to the parties, respectively, at the address shown below, and the contemporaneously faxed notices shall be likewise transmitted to the facsimile numbers shown below.

IN WITNESS WHEREOF the parties have executed this **AGREEMENT** on the date written at the top of page 2.

BROKER

Fast Freight, Inc.
1111 Kane Concourse #518,
Miami, FL

Address of Principal Office

Fax Number: _____

Tax I.D. Number: _____

Branch Office (If Applicable)

Arthur Moroz

Printed Name and Title

X _____
Signature

CARRIER

Company Name

Fax Number: _____

Tax I.D. Number: _____

Branch Office (If Applicable)

Printed First & Last Name, and Title

X _____
Signature of Principal (see below)

****Please note*Fast Freight, Inc. contracts need to be signed by an
OWNER, PRESIDENT, CEO, or VP, of the company to be valid,
DISPATCH title NOT valid**