

BARLOW TRANSPORTATION SERVICES, INC.
1305 GRAND DD SE, FAUCETT, MO 64448

BROKER MC# 264727
CARRIER MC# 148899

PHONE: (800) 598-1404
FAX: (888) 519-3308

CONTRACT FOR TRANSPORTATION
OF PROPERTY BETWEEN A MOTOR CARRIER
BROKER AND A MOTOR CONTRACT CARRIER
IN ACCORDANCE WITH THE PROVISIONS OF 49 C.F.R. 1053

_____ This agreement is entered into this _____ day of _____, _____, between BARLOW TRANSPORTATION SERVICES, INC, hereinafter referred to as BROKER, and _____ MC _____ hereinafter referred to as CARRIER.

Whereas, the BROKER is a Motor Transportation Broker duly licensed by the Interstate Commerce Commission under Docket No: ICC MC 264727 to engage in operation as a broker of general commodities (except household goods) between points in the United States and is engaged in business of selling or altering for sale or negotiating transportation in interstate commerce; and WHEREAS CARRIER is Contract Carrier operating in interstate commerce pursuant to operating authority issued it by the Interstate Commerce Commission; a copy of which permit is attached hereto. WHEREAS, the BROKER and CARRIER have upon due consideration that this Agreement is in their mutual advantage and best interest, hereby agree to the following terms and conditions.

1. TERMS OF AGREEMENT: The term of this Agreement shall be continuous from the date hereof provided, however, that either party may terminate the same upon 30 days written notice. If, however, the CARRIER, institutes termination, amounts due hereunder shall continue to be paid on of BROKER accounts beyond the date of cancellation for a period of at least one year.
2. PAYMENT PROCEDURE: The BROKER shall pay CARRIER within 30 days of receipt of proof of ~~delivery (without exception), shipping order, CARRIER operating certificate of contract carrier authority,~~ certificate of insurance and any other documents necessary to invoice the customer. The amount of payment to the CARRIER shall be determined by the parties hereto in conformity with ICC regulations pertaining to contract operating authority and set forth on the BROKERS freight bill and or rate schedule pertaining to each shipment. Rates and charges for traffic moved under this AGREEMENT shall be as agreed to between the parties hereto in writing and are to be contained in a rate schedule or memorandum of rates and charges prepared and issued by CARRIER and acknowledged by BROKER. Changes to the schedule or memorandum shall also be made in writing and similarly acknowledged. This schedule shall also contain the conditions of and charged for, any additional or accessorial services which may be required or performed. The rates may be established or amended verbally in order to meet specific shipping schedules as mutually agreed but such verbal contract shall be reduced to writing within five (5) working days of the movement of the involved freight, in order to remain binding between the parties. The CARRIER shall on each movement issue a standard Bill of Lading, and the traffic shall move under the terms and conditions of the said Bill of Lading.
3. CARRIERS RIGHTS AND DUTIES: The CARRIER shall be liable for all loss, damage, or liability occasioned by transportation of property arranged by the BROKER, while such property is under the care, custody or control of the CARRIER. The CARRIER agrees that under no circumstances will it communicate directly with customer referred to it by the BROKER, without express knowledge and written approval of the BROKER, it is understood by the CARRIER that the provisions of this paragraph pertain to "back soliciting". The CARRIER hereby agrees that neither it nor its agents nor anyone under its control will approach these customers introduced to it by the BROKER for the purpose of selling its

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services directly or accepting traffic from the customer without the BROKER's participation. It is agreed by the CARRIER that if such an event occurs, the CARRIER will pay the BROKER the highest percentage of revenue previously paid to BROKER on all traffic obtained as a result of each such occurrence, Said payments are to continue during the period in which this agreement remains in force and for a period of one year after the termination of this agreement by either party.

4. BROKER'S RIGHTS AND DUTIES: The BROKER shall uphold the good reputation of the Carrier and shall not misrepresent the services and abilities of the CARRIER nor disturb any present CARRIER accounts as mutually agreed upon in writing.
5. CARRIER agrees to indemnify BROKER and to hold BROKER harmless as for loss, or damage to CARRIER'S equipment, for loss resulting from injury including death, sustained by CARRIER or by any employee of CARRIER, or by any other person while acting in the capacity of the driver or helper in connection with the operation of the equipment utilized herein including the payment by CARRIER of any workmen's compensation benefits, unemployment compensation, as well as any additional benefits paid under "No Fault" and "Personal Injury Protection" laws in any states, for any bodily injury, property damage, or cargo loss or damage including the defense of lawsuits therefore, arising out of the maintenance, use, operation of the motor vehicle equipment utilized by CARRIER herein and for the loss or damage sustained by BROKER as a result of the negligence, incompetence or dishonesty of CARRIER or CARRIER'S agents or employees. CARRIERS shall pay all costs, expenses and attorney fees which may be expended or incurred by BROKER in remedy of BROKER against the CARRIER or in any litigation brought against the BROKER because of any act or omission of CARRIER under the agreement.
- ~~6. Neither party hereto will be liable for the failure to tender or timely transport freight under the Agreement if such failure, delay or other omission is caused by strikes, acts of God, war, accidents, civil disorder or through compliance with legally constituted order of civil or military authorities.~~
7. The relationship of the CARRIER to the BROKER shall at all times be that of an independent contractor.
8. This Agreement and the BROKER's freight bills contain the entire agreement between the parties and no additions or alterations shall be made unless in writing signed by both parties.
9. CARRIER warrants that it has liability and cargo insurance in an amount at least equal to ICC requirements or \$100,000.00 per occurrence, whichever is greater. CARRIER further warrants that it will have and maintain said cargo and liability insurance for the duration of this Agreement and provide BROKER with a certificate evidencing same.

IN WITNESS WHEREOF, the parties have signed their names on this _____ day of _____, 20 ____
in _____.

CARRIER: _____

BROKER: Barlow Transportation Svc, Inc.

BY _____

BY _____

CARRIER AGREEMENT FORM FOR EXEMPT COMMODITIES

_____, herein referred to as CARRIER, agrees to the following terms:

PLEASE PRINT CARRIER NAME HERE

1. **DRIVER RESPONSIBILITIES:** Driver, as stated below, is required to call Barlow Dispatch at **800-598-1404**:
 - a) For **Dispatch** instructions, information, pick-up number, and with empty (truck) weight, if necessary.
 - b) With **Loaded** information and loaded weight, if necessary.
 - c) With **Daily** check calls between the hours of 8am and 10 am EST until the truck is empty.
 - d) With **Delivery** information for **all stops** and delivered weight, if necessary.
 - e) Notify **immediately** of any breakdown, delay, late arrival, shortage or any other problem.

FAILURE TO COMPLETE ANY OF THE ABOVE WILL RESULT IN A DAILY FEE OF \$100.00.
2. **CARRIER RESPONSIBILITIES:**
 - a) The Carrier will be held responsible to pay for all costs related to the necessary delivery of the shipment that the carrier has requested to transport, as outlined and agreed to in the attached BROKER-CARRIER AGREEMENT.
 - b) Both CARRIER and CARRIER's driver are **required** to follow **any and ALL instructions** given by Barlow representatives. Once loaded, if the Carrier chooses to not comply with any instruction given by any Barlow agent, the Carrier will be held responsible to pay for all necessary costs to replace their services, as well as any damages.
3. **NON-SOLICITATION & CONFIDENTIALTY AGREEMENT:**
 - a) CARRIER shall not knowingly solicit any shipper or payor of freight and transport or arrange for the transportation of such freight directly for such shipper or payor of freight who first was introduced by BARLOW to CARRIER. The term of the prohibited solicitation shall be during the term of this Agreement and for two (2) years thereafter.
 - b) **In the event of breach of this provision, BARLOW shall be entitled, for a period of 12 months following the delivery of the last shipment transported by CARRIER under this Agreement, to a commission of 20% of the gross transportation of said freight as liquidated damages.**
4. **CARRIER CANCELLATION:**
 - a) If carrier wishes to cancel after the confirmation has been signed, carrier will be responsible for a **\$100.00 FEE**.
5. **DETENTION & TRUCK-ORDER-NOT-USED POLICY:**
 - a) Barlow **does not pay** for **any detention, waiting time, or truck order not used**, with regards to the transportation of Exempt Commodities (produce). All other charges in addition to the line haul rate per the signed Carrier Rate Confirmation, must be pre-approved by an authorized Barlow representative at least two (2) hours before such charges will occur.
7. **CASH (T-CHEK) ADVANCES:**
 - a) All advances will be deducted from the invoice total, and can only be issued from **9AM to 5PM CST, WEEKDAYS**. In order for an advance to be issued, CARRIER may be required to fax Barlow proof of pickup, such as a Bill of Lading.

So that we may more accurately process your load, please fill out the following form. Please PRINT NEATLY!

Carrier Name:	Carrier MC:
Contact:	Phone:
	Fax:
Driver Name:	Driver Phone:
Load Pickup City:	Load Destination City:
Pickup Date: / / 2012	Email Address (for load lists):
My truck will be empty in _____, _____ on _____ / _____ / 2012 at _____:	
(City)	(ST) (Month/Day) (Time/24 hr. format)
Equipment (Circle One) Dry Van / Vented Van** / Reefer*	**Vents in front & rear + <u>NO TRANSLUCENT OR FIBERGLASS TOPS!!!</u> *Reefers must be space-savers with swing doors & a chute

I hereby agree to the above terms while under any shipment of Barlow Transportation Services' from this date on:

Authorized Signature: **X** _____ Date: / / 2012

FAX THIS COMPLETED FORM WITH YOUR MC, W-9 & INSURANCE TO 888-519-3308

IMPORTANT NOTE: WE REQUIRE ORIGINAL BILLS OF LADING ON ALL LOADS UNLESS OTHERWISE NOTED!!!!

THANK YOU! We value your business! • Visit us online: barlowlogistics.com • PHONE: 800-598-1404