

P.O. Box 100
Heber City, Utah
84032



Ph 800.373.1029
Fax 435.657.2960

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AGREEMENT FOR MOTOR TRANSPORTATION

This agreement, (the "Agreement") is made as of the _____ day of _____

20____, by and between _____

located at _____

(hereinafter "Carrier") and Transportation Incorporated Agent Group, Inc. (hereinafter "Broker"). Transportation Incorporated Agent Group arranges transportation services for its customers as a shipper's agent and/or as an ICC broker for the transportation of property. Those customers are hereafter referred to as "Transportation Incorporated Agent Group Customers." Carrier is a licensed Contract Carrier performing services under ICC permits copies of which it has provided to Transportation Incorporated Agent Group. The parties intend to do business together and agree as follows:

1) **TENDER UNDER AGREEMENT:** This agreement shall apply to shipments tendered by Transportation Incorporated Agent Group and accepted by Carrier either orally, in writing, or by performance. Where practicable, acceptance will be made by faxing to Carrier an "addendum" to this agreement evidencing such acceptance. Carrier agrees to receive and pick up shipments for Transportation Incorporated Agent Group customers and transport them as Transportation Incorporated Agent Group or Transportation Incorporated Agent Group customers may direct as set forth in the applicable "addendum". Transportation Incorporated Agent Group reserves the right to utilize other carriers without penalty to haul or complete any load tendered to Carrier, should Carrier fail to perform pursuant to the terms and conditions of the agreement. Carrier agrees to advise Transportation Incorporated Agent Group in advance (and in writing, by fax) of any load that it has agreed to pickup, but may not pickup or transport in a timely manner in accordance with the schedule set forth in the "addendum" applicable to such load. Notice of a potential failed pickup shall be given at least eight (8) business hours in advance of the scheduled pickup of the load.

2) **BILATERAL CONSIDERATION:** Transportation Incorporated Agent Group agrees to tender to Carrier and/or to arrange for the transportation by Carrier, on or more shipments as set forth in an applicable "addendum" during the term of this agreement. Carrier agrees to provide the transportation services hereunder for all shipments tendered and/or arranged by Transportation Incorporated Agent Group and accepted by Carrier. Carrier and Transportation Incorporated Agent Group intend to do business as a Contract Carrier and Broker in strict compliance with federal law and the regulations of the ICC concerning contract carriers (49 CFR 1053.1).

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3) **UNIQUE SERVICES:** Carrier commits to provide specific and unique services required by each applicable “addendum” for each load tendered and accepted. Carrier should sign each “addendum” for each load that it accepts; however, where it is not possible or binding upon the verbal commitment of the Carrier to accept the load and thereafter shall be bound by the terms of this agreement pertaining to such load. Where able, Transportation Incorporated Agent Group will fax a copy of the “addendum” to carrier to confirm such verbal commitment. Carrier must notify Transportation Incorporated Agent Group by fax of any matter set forth in the “addendum” that does not strictly comply with the verbal commitment of Carrier to transport the load applicable before Carrier transports that load. If no fax notice of objection is given, the “addendum” shall define the agreement for the load. Carriers pick-up of a shipment tendered by Transportation Incorporated Agent Group shall also be deemed to constitute acceptance and Carrier and Transportation Incorporated Agent Group shall be bound by the terms of this agreement and the applicable “addendum” with regard to such picked-up shipment.

4) **INVOICES AND PAYMENT:** Transportation Incorporated Agent Group will pay Carrier services the amount set forth in each “addendum for its services.” Nothing will be paid other than the exact amount set forth in the “addendum” regardless of, among other things, loading costs, permits, licenses, tolls, escorts, fuel surcharge or any other cost. After delivery of the shipment, Carrier shall invoice Transportation Incorporated Agent Group directly with all supporting documents to include a signed original bill of lading, delivery receipt (with NO claims noted or other notation thereon) and such other documents required by Transportation Incorporated Agent Group Customer in order to process payment. Carrier shall invoice Transportation Incorporated Agent Group directly, and shall not invoice the Customer, and shall solely to Transportation Incorporated Agent Group and to NO other person or entity for payment, including the Transportation Incorporated Agent Group Customer (whether the Transportation Incorporated Agent Group Customer is the shipper/consignor or the consignee).

5) **COSTS OF CARRIER’S OPERATIONS:** Carrier shall provide competent, skilled and properly licensed drivers and all equipment necessary to perform the required transportation services in a safe manner and in compliance with all local, state and federal regulations. Carrier shall bear all costs of labor, equipment, fuel, maintenance, insurance, and all other costs associated with the transportation of the load in question.

6) **ACCIDENTS:** Carrier will notify Transportation Incorporated Agent Group of any accident or other incident causing personal injury, property damage, or damage to or loss of cargo. And shall defend, indemnify, and hold harmless Transportation Incorporated Agent Group for any and all claims for property damage, bodily injury, or death or other claims asserted against Transportation Incorporated Agent Group or any person or entity arising out of such accident, incident or occurrence.

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7) **COMPLIANCE WITH LAWS/OPERATING AUTHORITY:** Carrier shall comply with all Federal, State, and local statutes, ordinances and regulations relating to the operation of its business. Carrier shall also indemnify and hold harmless Transportation Incorporated Agent Group from and against any and all liability resulting from Carrier's failure to comply with the foregoing laws, ordinances, tax requirements, rules, and regulations in connection with the performance of the services herein agreed to be performed by Carrier. Carrier shall also defend, indemnify, and hold harmless Transportation Incorporated Agent Group from and against any and all claims, liabilities, losses, costs, expenses, or attorney's fees arising out of this agreement and the terms of any "addendum" to this agreement including, but not limited to: claims for bodily injury, death, property damage, claims for workers' compensation benefits, and claims for loss, damage, and/or delay with respect to any cargo hauled by Carrier hereunder, whether such claims shall be asserted by a shipper/consignor, consignee or any other person or entity.

8) **INDEPENDENT CONTRACTOR:** The relationship between the parties hereto shall, at all times, be that of independent contractor and such status shall govern all relations between Carrier, Transportation Incorporated Agent Group, and any third parties, including Transportation Incorporated Agent Group customers, whether the Transportation Incorporated Agent Group customer is a shipper/consignor, consignee, or other party. Neither party of this contract shall be construed to be an agent or employee of the other.

9) **INSURANCE:** Carrier will maintain insurance coverage defined herein for the benefit of both Transportation Incorporated Agent Group and its customer(s). Cargo insurance shall cover all potential damage to the property of Transportation Incorporated Agent Group Customers for at least \$100,000.00 per vehicle or conveyance. Business Automobile Liability Insurance shall cover all vehicles operated by or for the Carrier with limits of liability not less than \$1,000,000.00 per occurrence for bodily injury and property damage. Carrier shall also obtain Workers Compensation Insurance providing statutory benefits and limits which shall comply with all State and Federal requirements. Carrier shall not be relieved of any obligation under this agreement because any claim or claims exceed the limits of any policy or policies of insurance indicated in this paragraph or because Carrier failed to obtain the insurance required hereunder. The insurance policies required by this paragraph or elsewhere in this agreement shall be non-cancellable except after thirty (30) days prior to notice to Transportation Incorporated Agent Group and Transportation Incorporated Agent Group shall be listed as an "additional insured" under all policies of insurance. Carrier shall be strictly liable to Transportation Incorporated Agent Group and Transportation Incorporated Agent Group Customers for loss, damage, or injury to property occurring while in possession of or under control of Carrier (including its agents and subcontractors) regardless of negligence.

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10) **FILING OF CLAIMS AND CHARGES:** Cargo Claims will be filed in writing with Carrier within nine (9) months after delivery of the property or in the case of failure to make delivery, within twelve (12) months from the date of the addendum. Overcharge Claims by Transportation Incorporated Agent Group or Transportation Incorporated Agent Group Customers must be filed in writing with the Carrier within three (3) years from the date of service for which charges were assessed.

11) **GENERAL:** This agreement shall be effective on the date first written above and shall remain in effect for a period of three (3) years and shall remain in effect for a period of canceled in writing. This agreement binds Carrier and Transportation Incorporated Agent Group, as well as their successors, subcontractors, and assigns. If any provision of this agreement is invalid under the laws of the federal government, any state, or any other jurisdiction, such provision shall be deemed not a part of this agreement.

12) **CONTRACT RATES:** Carrier agrees to transport all commodities tendered under this contract and accepted by it for transportation at the contract rate or rates set forth in this contract or by "addendum" for each load tendered and accepted.

13) **ATTORNEYS FEES, COSTS, LIENS, INTEGRATION AND GOVERNING LAW:** Carrier shall be liable to Transportation Incorporated Agent Group for any legal fees, costs, or expenses which Transportation Incorporated Agent Group may incur in an effort to enforce any term of this agreement or "addendum" to it. Carrier and any subcontractor or third party utilized by it shall have no lien, and hereby waive any right to any lien, upon any shipment or portion thereof of any other property of Transportation Incorporated Agent Group or its Customers which Carrier might claim for any purpose whatsoever. Any seizure or intentional delay of a load or property of Transportation Incorporated Agent Group or its Customer for any reason is an intentional violation of this agreement. The terms of this agreement may not be modified except in writing signed by Transportation Incorporated Agent Group. Subsequent modifications may be made by notice from Transportation Incorporated Agent Group to Carrier by fax. This agreement is intended to be a complete integration of terms and any prior communications not contained in this agreement are not binding. The terms and conditions of this agreement shall be governed by the laws of the State of Utah and jurisdiction over any dispute relating to this agreement shall be held by the Courts of the State of Utah. By entering into this agreement, Carrier expressly submits to personal jurisdiction in the courts of the State of Utah and the U.S. District Court for the District of Utah. IN WITNESS WHEREFORE, the parties hereto have executed this agreement as of the date first above written.

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Carrier

Company Name _____

Address _____

City, St, Zip _____

Printed Name _____

Signature _____

Title _____

Broker

Company Name Transportation Incorporated
Agent Group, Inc.

Address P.O. Box 100

City, St, Zip Heber City, UT 84032

Printed Name _____

Signature _____

Title _____

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Carrier Setup Information Sheet

Carrier: _____ Contact: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____
MC#: _____ Fed ID#: _____

Attention carrier: Transportation Incorporated Agent Group will need the following Items prior to tendering the first load with your company.

- ✓ Copy of your contract authority.
- ✓ Signed Broker/Carrier Agreement.
- ✓ Copy of your W-9 showing Fed ID number.
- ✓ Copy of both your cargo/liability insurance naming "Transportation Incorporated Agent Group, Inc." P.O. Box 100 Heber City, UT 84032 as a certificate holder.

.....
*Please fax the above requested documents back to Transportation Incorporated
Agent Group, Inc.*
.....

To compile a carrier profile of your company. Please fill out the following:

Tractors _____ # Flatbeds _____ W/Sides _____ Stepdecks _____

Vans _____ # Reefers _____ Specialized _____

Comment line

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Welcome to Transportation Incorporated Agent Group, Inc.

It is our intent to process each of your invoices in a timely manner. The following will provide you with the necessary information to meet this goal.

1. Mail all invoices to:
Transportation Incorporated Agent Group, Inc.
Accounts Payable
P.O. Box 100
Heber City, UT 84032
2. Include our load number as a reference on your invoice. Each load is given a specific number, which will be given to you by the means of a Rate Confirmation, that we will need signed and sent back to us.
3. Attach the original signed P.O.D provided by our customer, this document is necessary in order to process you invoices.
4. All accessorial charges (I.E. lumpers, detention, unloading, layovers, etc) must be reported to the Transportation Incorporated Agent Group dispatcher for approval.

With your help as outlined above, we can form a working relationship that is mutually beneficial.

Thank you for in advance, for your assistance.

Transportation Incorporated Agent Group, Inc.