

CARRIER/BROKER AGREEMENT

THIS AGREEMENT is made and entered into on _____, by and between Paramount Transportation Logistics Services, L.L.C., a Florida limited liability company (“LOGISTICS”) and _____ (“CARRIER”), collectively, the “PARTIES”.

I.

Recitals

A. **WHEREAS** LOGISTICS is licensed as a Property Broker by the Federal Motor Carrier Safety Administration (FMCSA), or by appropriate State agencies, and as a licensed broker, arranges for freight transportation.

B. **WHEREAS** CARRIER is authorized to operate in inter-provincial, interstate and/or intrastate commerce and is qualified, competent and available to provide for the transportation services required by LOGISTICS.

NOW THEREFORE, intending to be legally bound, LOGISTICS and CARRIER agree as follows:

II.

Agreement

1. **TERM.** The Term of this Agreement shall be for one (1) year and shall automatically renew for successive one (1) year periods; provided, however, that either PARTY may terminate this Agreement at any time by giving thirty (30) days prior written notice.

2. **CARRIER'S OPERATING AUTHORITY AND COMPLIANCE WITH LAW.** CARRIER represents and warrants that it is duly and legally qualified to provide, as a contract carrier, the transportation services contemplated herein. CARRIER further represents and warrants that it does not have an unsatisfactory or conditional safety rating issued from the Federal Motor Carrier Safety Administration (“FMCSA”) of the U.S. Department of Transportation (“DOT”), and further agrees to comply with all federal, state and local laws regarding the provision of the transportation services contemplated under this Agreement. In the event that CARRIER receives an unsatisfactory safety rating, CARRIER shall immediately notify LOGISTICS of such fact.

3. **PERFORMANCE OF SERVICES.** CARRIER's services under this Agreement are designed to meet the needs of LOGISTICS under the specified rates and conditions set forth herein. CARRIER shall transport all shipments provided under this Agreement without delay, and all occurrences which would be probable or certain to cause delay shall be immediately communicated to LOGISTICS by CARRIER. This Agreement does not grant CARRIER an exclusive right to perform the transportation related services for LOGISTICS or its Customer.

4. **RECEIPTS AND BILLS OF LADING.** Each shipment hereunder shall be evidenced by a Uniform (Standard) Bill of Lading naming CARRIER as the transporting carrier. Upon delivery of each shipment made hereunder, CARRIER shall obtain a receipt showing the kind and quantity of product delivered to the consignee of such shipment at the destination specified by LOGISTICS or the Customer, and CARRIER shall cause such receipt to be signed by the consignee. Any terms, conditions and provisions of the bill of lading, manifest or other form of receipt or contract shall be subject and subordinate to the terms, conditions and provisions of this Agreement. CARRIER shall notify LOGISTICS immediately of any exception made on the bill of lading or delivery receipt.

5. **CARRIER'S OPERATIONS.** CARRIER shall, at its sole cost and expense: (a) furnish all equipment necessary or required for the performance of its obligations hereunder (the "Equipment"); (b) pay all expenses related, in any way, with the use and operation of the Equipment; (c) maintain the Equipment in good repair, mechanical condition and appearance; and (d) utilize only competent, able and legally licensed personnel qualified to drive under applicable FMCSA regulations. CARRIER shall have full control of such personnel; shall perform the services hereunder as an independent contractor; and shall assume complete responsibility for all state and federal taxes, assessments, insurance (including, but not limited to, workers' compensation, unemployment compensation, disability, pension and social security insurance) and any other financial obligations arising out of the transportation performed hereunder.

6. **RATES & PAYMENTS.** CARRIER agrees that the terms and conditions of this Agreement apply to all shipments handled by CARRIER for LOGISTICS and that the terms of this Agreement control the relationship between the parties. Any provisions of the CARRIER's tariff or rules that are inconsistent with the terms of this Agreement, or which address matters not addressed herein are inapplicable. Unless otherwise stated in a separate Rate Confirmation Agreement, CARRIER will charge and LOGISTICS will pay the rates and charges set forth in Appendix A and Appendix B, for transportation services performed under this Agreement. The Rate Confirmation Agreement shall be in the form specified in Appendix C. The Rate Confirmation Agreement shall be signed and agreed to by LOGISTICS and CARRIER before each shipment to which such Rate Confirmation Agreement applies. CARRIER represents and warrants that there are no other applicable rates or charges except those established in this Agreement or in any Rate Confirmation Sheet signed by LOGISTICS. Appendix A can be supplemented or revised by written agreement signed by both parties, or, prior to transportation, by facsimile by LOGISTICS to CARRIER if not objected to by CARRIER, in writing, within twenty-four (24) hours from the date and time faxed. In the event service is provided and it is subsequently discovered that there was no applicable or understood rate in Appendix A or in a separate rate confirmation sheet, the parties agree that the rate paid by LOGISTICS and collected by CARRIER shall be the agreed upon contract rate of the parties for the services provided, unless such rate is objected to by CARRIER within 10 days of the invoice date. Payment by LOGISTICS will be made within thirty (30) days of receipt by LOGISTICS of CARRIER's freight bill, bill of lading, clear delivery receipt, and any other necessary billing documents enabling LOGISTICS to ascertain that service has been provided at the agreed upon charge. CARRIER agrees that LOGISTICS has the exclusive right to handle all billing of freight charges to the Customer or the transportation services provided herein, and, as such, CARRIER agrees to refrain from all collection efforts against the shipper, receiver, consignor, consignee or the Customer. CARRIER further agrees that LOGISTICS has the discretionary right to offset any payments owed to CARRIER hereunder for liability incurred by CARRIER.

7. **WAIVER OF CARRIER'S LIEN.** CARRIER shall not withhold any goods of the Customer on account of any dispute as to rates or any alleged failure of LOGISTICS to pay charges incurred under this Agreement. CARRIER is relying upon the general credit of LOGISTICS and hereby waives and releases all liens which CARRIER might otherwise have to any goods of Shipper or its Customer in the possession or control of CARRIER.

8. **FREIGHT LOSS, DAMAGE OR DELAY.** Unless otherwise set forth in Appendix A, CARRIER shall have the sole and exclusive care, custody and control of the Customer's property from the time it is delivered to CARRIER for transportation until delivery to the consignee accompanied by the appropriate receipts as specified in Paragraph 4. CARRIER assumes the liability of a common carrier (i.e. Carmack Amendment liability) for loss, delay, damage to or destruction of any and all of Customer's goods or property while under CARRIER's care, custody or control. CARRIER agrees that the provisions of 49 C.F.R. Part 370 shall govern the processing of claims for loss, damage, injury, or delay to property and the processing of salvage. CARRIER shall pay to LOGISTICS, or allow LOGISTICS to deduct from the amount LOGISTICS owes CARRIER, Customer's full actual loss for the kind and quantity of commodities so lost, delayed, damaged or destroyed. No limitation of liability found in CARRIER's tariff, rules or classifications, including the NMFC, shall in any way limit or lessen CARRIER's liability under this paragraph. Payments by CARRIER to LOGISTICS or its customer, pursuant to the provisions of this section, shall be made within thirty (30) days following receipt by CARRIER of LOGISTICS' or Customer's undisputed claim and supporting documentation. Exclusions from coverage contained in

CARRIER's Cargo Insurance as required herein shall not affect CARRIER's liability for freight loss, damage, or delay.

9. **INSURANCE**. Unless otherwise set forth in Appendix A, CARRIER shall procure and maintain, at its sole cost and expense, the following insurance coverages:

- (a) Public liability and property damage insurance ("AL") with a reputable and financially responsible insurance company insuring CARRIER in an amount not less than \$1,000,000.00 (U.S. Dollars) per occurrence, or such larger amount as required by applicable law.
- (b) Commercial General Liability ("CGL") Insurance covering the transportation of shipments and other operations under this Agreement in an amount not less than \$1,000,000.00 (U.S. Dollars) per occurrence. Such insurance shall also cover CARRIER's contractual liability under this Agreement.
- (c) All Risk Broad Form Motor Truck Cargo Legal Liability ("Cargo") insurance in an amount not less than \$100,000.00 (U.S. Dollars) per occurrence. The coverage provided under the policy shall have no exclusions or restrictions of any type that would foreseeably preclude coverage relating to cargo claims.
- (d) Statutory Workers' Compensation Insurance coverage in such amounts and in such form as required by applicable state law.
- (e) CARRIER shall furnish to LOGISTICS written certificates obtained from the insurance CARRIER showing that such insurance has been procured, is being properly maintained, the expiration date, and specifying that written notice of cancellation or modification of the policies shall be given to LOGISTICS at least thirty (30) days prior to such cancellation or modification. In addition, LOGISTICS and Customer shall be named as additional insureds on CARRIER's CGL and AL policies, and as loss payees on the Cargo policy as evidenced by an endorsement on the certificates of insurance. Upon request, CARRIER shall provide LOGISTICS or Customer with copies of the applicable insurance policies.

10. **INDEMNITY**. CARRIER shall defend, indemnify, and hold LOGISTICS and the Customer harmless from and against all loss, liability, damage, claim, fine, cost or expense, including reasonable attorney's fees, arising out of or in any way related to the performance or breach of this Agreement by CARRIER, its employees or independent contractors working for CARRIER (collectively, the "Claims"), including, but not limited to, Claims for or related to personal injury (including death), property damage and CARRIER's possession, use, maintenance, custody or operation of the Equipment; provided, however, that CARRIER's indemnification and hold harmless obligations under this paragraph will not apply to any portion of such Claim attributable to the gross negligence or willful misconduct of LOGISTICS or the Customer.

11. **CONFIDENTIALITY AND NON-SOLICITATION**. Unless otherwise set forth in Appendix A, neither party may disclose the terms of this Agreement to a third party without the written consent of the other party except (1) as required by law or regulation; (2) disclosure is made to its parent, subsidiary or affiliate company; or (3) to facilitate rating or auditing of transportation charges by an authorized agent and such agent agrees to keep the terms of the Agreement confidential. CARRIER will not accept traffic from any shipper, consignor, consignee or customer of LOGISTICS where (1) the availability of such traffic first became known to CARRIER as a result of LOGISTICS' efforts, or (2) the traffic of the shipper, consignor, consignee or Customer of LOGISTICS was first tendered to CARRIER by LOGISTICS. If CARRIER breaches this Agreement and moves shipments obtained directly from customers of LOGISTICS during the term of this Agreement or for twelve (12) months thereafter without utilizing the services of LOGISTICS, CARRIER shall be obligated to pay LOGISTICS, for a period of fifteen (15) months thereafter, commission in the amount of thirty-five percent (35%) of the transportation

revenue resulting from traffic transported for the Customer, and CARRIER shall provide LOGISTICS with all documentation requested by LOGISTICS to verify such transportation revenue. CARRIER shall not utilize LOGISTICS' or the Customer's name or identity in any advertising or promotional communications without written confirmation of LOGISTICS consent.

12. **SUB-CONTRACT PROHIBITION.** CARRIER specifically agrees that all freight tendered to it by LOGISTICS shall be transported on equipment operated only under the authority of CARRIER, and that CARRIER shall not in any manner sub-contract, broker, or in any other form arrange for the freight to be transported by a third party without the prior written consent of LOGISTICS.

13. **ASSIGNMENT/MODIFICATION/BENEFIT OF AGREEMENT.** This Agreement may not be assigned or transferred in whole or in part, and supersedes all other agreements and all tariffs, rules, rates, classifications and schedules published, filed or otherwise maintained by CARRIER. This Agreement shall be binding upon and inure to the benefit of the parties hereto.

14. **SEVERABILITY.** In the event that the operation of any portion of this Agreement results in a violation of any law, the parties agree that such portion shall be severable and that the remaining provisions of this Agreement shall continue in full force and effect.

15. **WAIVER.** CARRIER and LOGISTICS expressly waive any and all rights and remedies allowed under 49 U.S.C. § 14101 to the extent that such rights and remedies conflict with this Agreement. Failure of LOGISTICS to insist upon CARRIER's performance under this Agreement or to exercise any right or privilege, shall not be a waiver of any LOGISTICS' rights or privileges herein.

16. **DISPUTE RESOLUTION.** This Agreement shall be deemed to have been drawn in accordance with the statutes and laws of the State of Florida and in the event of any disagreement or dispute, the laws of Florida shall apply and suit must be brought in Lee County, Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective names by their duly authorized representatives as of the date first above written.

“LOGISTICS”

“CARRIER”

PARAMOUNT TRANSPORTATION
LOGISTICS SERVICES, L.L.C.

By: _____

By: _____

On: ____/____/2008

On: ____/____/2008

Print Name Robert A. Bowman

Print Name: _____

Title: VP of Logistics

Title: _____

15971 McGregor Blvd.
Fort Myers, FL 33908
Phone No.: 877-LOGISTX (564-4789)
Fax No.: (239) 267-1910

Address: _____

City, State, Zip _____

Phone No.: (____) _____

Fax No.: (____) _____

FID No.: _____