



TRANSPORTATION AGREEMENT & TERMS OF SERVICE

THIS AGREEMENT ("Agreement") is made and intended to be effective this (the) _____ day of _____, 20__ by and between **Route Transportation & Logistics, Inc.**, a Florida based company having offices at 1401 Manatee Ave. West, Suite 120, Bradenton, FL 34205 ("ROUTE")(info@rtlusa.com) and _____, having offices at _____ ("SHIPPER");(Email: _____) collectively, the "PARTIES".

RECITALS

- A. ROUTE is licensed as a Property Broker by the Federal Motor Carrier Safety Administration (FMCSA) in Docket Number USDOT 2231316 or MC 468306, or by appropriate State agencies, and as a licensed broker, arranges for freight transportation. A copy of ROUTE's authority and a copy of ROUTE's Surety Bond or trust fund agreement will be provided upon SHIPPER's request.
- B. SHIPPER, to satisfy some of its transportation needs, desires to utilize the services of ROUTE to arrange for transportation of SHIPPER's freight.

NOW, THEREFORE, intending to be legally bound, ROUTE and SHIPPER agree as follows:

AGREEMENT

1. **TERM.** The term of this Agreement shall be one (1) year, commencing on the date shown above, and shall automatically renew for successive one year periods; provided that either Party may terminate this Agreement on 30 days written notice to the other Party, with or without cause, or as otherwise provided in this Agreement.
2. **SERVICE.** ROUTE agrees to arrange for transportation of SHIPPER's freight pursuant to the terms and conditions of this Agreement and in compliance in all material respects with all federal, state, and local laws and regulations relating to the brokerage of the freight covered by this Agreement. ROUTE's responsibility under this Agreement shall be limited to arranging for, but not actually performing, transportation of SHIPPER's freight. The Parties may, upon written mutual agreement, include additional service terms to be attached as Appendix A.
3. **VOLUME.**
 - A. SHIPPER agrees to tender a minimum of one (1) shipment to ROUTE, and ROUTE agrees to arrange for the transportation of said shipment, as well as any other shipments offered by SHIPPER as accepted by ROUTE. SHIPPER is not restricted from tendering freight to other brokers, freight forwarders, third-party logistics providers, or directly to motor carriers not known to the SHIPPER. ROUTE is not restricted from arranging transportation of freight for other parties. SHIPPER is restricted from working with motor carriers directly that represent ROUTE during the term of the agreement, and one year after the agreement ends.
 - B. SHIPPER shall be responsible to ROUTE for: Timely and accurate delivery specifications and description of the cargo, including, but not limited to, dimensions, weight, temperature, any special handling or security requirements, and employing reasonable security protocols to reduce the risk of cargo theft. The SHIPPER is solely responsible for correctly identifying, classifying and describing the goods to be transported on any shipping documentation, as well as for complying with all laws, rules, and regulations regarding tender of goods for transportation including, but not limited to, those applicable to shipping papers required with respect to shipments of hazardous materials. SHIPPER acknowledges and agrees that ROUTE is under no obligation to arrange for any special handling or other services unless expressly requested in writing by Transportation Provider receipt of which is acknowledged in writing by ROUTE.

4. **FREIGHT CARRIAGE.** ROUTE represents, warrants and covenants that it has entered into or will enter into a bilateral written agreement of carriage (either by contract or through tariff) with each Carrier it utilizes in the performance of this Agreement. ROUTE further represents, warrants and covenants that the agreements will comply with all applicable federal and state laws and regulations. ROUTE shall make commercially reasonable efforts to place SHIPPER's loads with responsible carriers for the purposes of transporting the loads with reasonable dispatch under the direction of the SHIPPER. However, the Parties understand and agree that ROUTE, by signing this Agreement, makes no express or implied warranties or guarantees concerning delivery time or the locating of a carrier to provide the transportation services requested by the SHIPPER.
5. **RECEIPTS AND BILLS OF LADING.** If requested by SHIPPER, ROUTE agrees to provide SHIPPER with proof of acceptance and delivery of shipments in the form of a signed Bill of Lading or Proof of Delivery via US Mail, courier, or electronically by fax or email. SHIPPER's insertion of ROUTE's name on the bill of lading shall be for SHIPPER convenience only and shall not change ROUTE's status as a property broker. For less-than-truckload shipments, a receipt for delivery is not a standard billing requirement, so ROUTE shall provide a delivery receipt when available (provided in the transportation management system (TMS)), it being agreed that lack of timely receipt of a delivery receipt shall not constitute a reason for non-payment of invoices herein but may be a valid reason to file a rate dispute with the motor carrier. The terms and conditions of any freight documentation used by ROUTE or carrier selected by ROUTE may not supplement, alter, or modify the terms of this Agreement.
6. **PAYMENTS.** ROUTE shall invoice SHIPPER for its services in accordance with the rates, charges, and provisions provided in the TMS or otherwise confirmed by ROUTE, and any written supplements or revisions that are mutually agreed to between the Parties in writing. If rates are negotiated between the Parties and not otherwise confirmed in writing, such rates shall be considered "written," and shall be binding, upon ROUTE's invoice to the SHIPPER payment to ROUTE. SHIPPER agrees to pay ROUTE's invoice without offset within thirty (30) days of the invoice date without deduction or setoff. ROUTE shall apply the payment to the amount due for the specified invoice, regardless of whether there are earlier unpaid invoices. SHIPPER must have written permission from ROUTE approving any adjustments before adjustments can be applied. If SHIPPER receives an invoice directly from a carrier, it shall immediately forward such an invoice to ROUTE and shall not otherwise make a payment on the invoice to the carrier. Failure to pay on time could result in the loss of any discounts or adjustments associated with your invoice.
7. **ACCESSORIAL CHARGES.** Please reference the accessorial sheet for rates and information regarding additional charges that could be applied to your shipments, such as driver detention and layover fees.
8. **LOAD SECURMENT.** All loads must be appropriately secured prior to the shipment leaving the dock. Securing and placement of the load is the responsibility of the shipper, however; Per FMCSA regulation 392.9, the driver must confirm the load is properly secured, and if not, the driver will alert the shipper that further securing is needed
9. **SMALL LTL – COMMON CARRIERS.** LTL rates are valid for (2) days from the date of quotation and are subject to weekly fuel surcharge fluctuation. All LTL rate quotes are based on the information given or entered at the time of quoting and equipment availability and apply for shipper load/consignee unload. LTL transit times are estimates only and do not represent service guarantees. The actual charges will be based on the shipment's exact characteristics, such as weight, dimensions, commodity, and any additional service charges that might apply. Incorrect classification and information could change your pricing and loss of discounts. LTL rates do not include any accessorial fees, such as liftgate service or inside delivery unless requested. Blind shipments are subject to additional fees. All LTL shipments are insured up to \$.50 per pound unless otherwise noted or requested. The original freight invoice must be paid and can't be included in any cargo claims. All freight claims will be governed by the common carrier's tariff who's transporting the shipment. When instructed, quote numbers must be on the original BOL to receive the discounted price. Failure to include the quote number on the BOL will void the discounted price.

10. **FREIGHT CLAIMS.**

- A. SHIPPER must notify ROUTE of any cargo loss, shortages or damages within 72 hours of the delivery. A preliminary claim must be filed with fifteen (15) days from the date of such loss, shortage or damage, which for purposes of the Agreement shall be the delivery date or, in the event of non-delivery, the scheduled delivery date. SHIPPER cannot deduct against any open invoice or future invoices to satisfy any insurance claim. If SHIPPER must file any civil action against ROUTE in a Court of Law (or commence arbitration) within one (1) year from the date, the carrier or ROUTE provides written notice to SHIPPER that the carrier has disallowed any part of the claim in the notice.
- B. The carrier's cargo liability for anyone shipment shall not exceed \$100,000.00 unless SHIPPER notifies ROUTE of the increased value at the time of tendering of the shipment with the ROUTE. It is understood and agreed that the ROUTE is not a carrier and that the ROUTE shall not be held liable for loss, damage or delay in the transportation of SHIPPER's property unless caused by ROUTE's negligent acts or omissions in the performance of this Agreement. ROUTE shall assist SHIPPER in the filing and processing of claims with the carrier. All carriers have up to 30 days to respond to any claim, after the claim is filed. If payment of a claim is made by ROUTE to SHIPPER, SHIPPER automatically assigns its rights and interest in the claim to ROUTE.
- C. In no event shall ROUTE or ROUTE's contracted Carrier be liable to SHIPPER for special, incidental, or consequential damages that relate to loss, damage or delay to a shipment, unless SHIPPER has informed ROUTE in written or electronic form before or when tendering a shipment or series of shipments to ROUTE of the potential nature, type and approximate amount of such loss or damages, and ROUTE specifically agrees in written or electronic form to accept responsibility for such loss or damages.
- D. All shipments booked using an LTL common carrier will be subject to the terms and conditions of the carrier's tariff as it pertains to claims. All shipments will be insured up to \$.50 per pound unless requested otherwise. The original freight invoice must be paid before any claim can be processed.

11. **INSURANCE.** ROUTE agrees to procure and maintain at its own expense, at all times during the term of this Agreement, the following insurance coverage amounts:

- | | | |
|----|--|----------------|
| A. | Comprehensive general liability insurance covering bodily injury and property damage | \$1,000,000.00 |
| B. | Contingent Cargo Insurance | \$100,000.00 |
| D. | Auto Liability or Hired and Non-owned Auto Liability Insurance or other insurance providing substantially similar coverage | \$1,000,000.00 |

ROUTE shall submit to SHIPPER a certificate of insurance as evidence of such coverage and which names SHIPPER as "Certificate Holder."

12. **SURETY BOND.** ROUTE shall maintain a surety bond or trust fund agreement as required by the Federal Motor Carrier Safety Administration in the amount of at least \$75,000 or as otherwise required by the FMCSA and furnish SHIPPER with proof upon request.

13. **HAZARDOUS MATERIALS.** SHIPPER shall comply with all applicable laws and regulations relating to the transportation of hazardous materials as defined in 49 CFR §172.800, §173, and § 397 et seq. to the extent that any shipments constitute hazardous materials. SHIPPER is obligated to inform ROUTE immediately if any such shipments constitute hazardous materials. SHIPPER shall defend, indemnify and hold ROUTE harmless from any penalties or liability of any kind, including reasonable attorney fees, arising out of SHIPPER's failure to comply with applicable hazardous materials laws and regulations.

14. **HOMELAND SECURITY.** As applicable to each, respectively, ROUTE and SHIPPER shall comply with federal, state and local Homeland Security related laws and regulations.

15. **DEFAULT.** Both Parties will discuss any perceived deficiency in performance and will promptly endeavor to resolve all disputes in good faith. However, if either party materially fails to perform its duties under this Agreement, the Party claiming default may terminate this Agreement on fifteen (15) days written notice to the other Party. SHIPPER shall be responsible for paying ROUTE for any services performed before the termination of this Agreement and for shipments not yet completed and not yet invoiced to Transportation Provider.

16. **INDEMNIFICATION.** Subject to the monetary insurance limits and coverage in Section 8, ROUTE and SHIPPER shall defend, indemnify and hold each other harmless from and against any claims, actions or damages, including, but not limited to cargo loss, damage, or delay and payment of rates and accessorial charges to carriers, arising out of their respective performances under this Agreement provided; however, the indemnified party shall not offer settlement in any such claim without the agreement of the indemnifying party which approval shall not be unreasonably withheld. Neither Party shall be liable to the other Party for any claims, actions or damages due to such other Party's negligence or intentional acts.

17. **ASSIGNMENT/MODIFICATIONS OF AGREEMENT.** Neither Party may assign or transfer this Agreement, in whole or in part, without the prior written consent of the other Party. No amendment or modification of the terms of this Agreement shall be binding unless in writing and signed by the Parties.

18. **SEVERABILITY/SURVIVABILITY.** In the event that the operation of any portion of this Agreement results in a violation of any law, or any provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the Parties agree that such portion or provision shall be severable and that the remaining provisions of the Agreement shall continue in full force and effect. The representations and obligations of the Parties shall survive the termination of this Agreement for any reason.

19. **INDEPENDENT CONTRACTOR.** The relationship of the Parties to each other shall at all times be that of independent contractors. None of the terms of this Agreement or any act or omission of either Party shall be construed for any purpose to express or imply a joint venture, partnership, principal/agent, fiduciary, or employer/employee relationship between the Parties. Each Party shall provide sole supervision and shall have exclusive control over the actions and operations of its employees, and agents used to perform its services hereunder. Neither Party has any right to control, discipline, or direct the performance of any employees or agents of the other Party.

20. **NONWAIVER.** Failure of either Party to insist upon performance of any of the terms, conditions or provisions of this Agreement, or to exercise any right or privilege herein, or the waiver of any breach of any of the terms, conditions or provisions of this Agreement, shall not be construed as thereafter waiving any such terms, conditions, provisions, rights or privileges, but the same shall continue and remain in full force and effect as if no forbearance or waiver had occurred.

21. **NOTICES.** Any notices required or permitted to be given hereunder shall be in writing and shall be delivered by (i) hand delivery, (ii) a nationally recognized overnight courier service for next business day delivery (any notice given hereunder pursuant to this paragraph 18(i) or (ii) shall be deemed delivered when received or when receipt is refused as evidenced by the records of the delivery or courier service), (iii) the United States Postal Service when sent registered or certified mail, return receipt requested, postage prepaid (any properly addressed notice given hereunder pursuant to this paragraph 18(iii) shall be deemed delivered when the return receipt thereof is signed, except that any notice which is correctly addressed but which is returned by the postal service and undeliverable shall be deemed to have been received on the earliest date on which the postal service attempted delivery as indicated by postal service endorsement on the return receipt form), (iv) electronic mail, or (v) facsimile transmission (any notice given hereunder pursuant to this paragraph 18(iv) or shall be deemed delivered when sent (as evidenced by e-mail records and facsimile confirmation) provided that a hard copy of such notice shall be sent simultaneously by one of the other delivery methods permitted in this paragraph 18.

22. **FORCE MAJEURE.** Neither Party shall be liable to the other for failure to perform any of its obligations under this Agreement during any time in which such performance is prevented by fire, flood, or other natural disasters, war, embargo, riot, civil disobedience, or the intervention of any government authority, or any other cause outside of the reasonable control of the SHIPPER or ROUTE, provided that the Party so prevented uses its best efforts to perform under this Agreement and provided further, that such Party provide reasonable notice to the other Party of such inability to perform. Performance obligations of the Parties may be extended by the amount of delay caused by Force Majeure events, upon mutual agreement.

23. **CHOICE OF LAW AND VENUE.** Unless preempted or controlled by federal transportation law and regulations, this Agreement shall be construed and enforced in accordance with and governed by the laws of the state of Florida. Each Party hereto irrevocably (i) submits to the non-exclusive jurisdiction of the federal and state courts located in Manatee County, Florida; (ii) waives any objection which it may have to the laying of venue of any proceeding brought in any such court; and (iii) waives any claim that such proceedings have been brought in an inconvenient forum.

24. **DISPUTE RESOLUTION and LIMITATION.** In the event of a dispute arising out of this Agreement, the Party's sole recourse shall be litigation, which shall be filed in accordance with paragraph 20 above within one (1) year from the date of the alleged loss (other than non-payment of monies pursuant to Section 6 to which the applicable statute of limitations shall apply). In any action in accordance with this Agreement, the prevailing party shall be entitled to recovery of costs, expenses, and reasonable attorney fees as well those incurred in any action for injunctive relief. **IN NO EVENT WILL EITHER PARTY TO THIS AGREEMENT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR DAMAGES ARISING FROM BUSINESS INTERRUPTION, WITH RESPECT TO ANY MATTERS ARISING FROM OR RELATED TO THIS AGREEMENT REGARDLESS OF WHETHER THE PARTY TO BE CHARGED HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES**

25. **CONFIDENTIALITY.** Confidential Information protected by law, statutory or otherwise, the Parties agree that all of their financial information and that of their customers, including but not limited to freight and brokerage rates, amounts received for brokerage services, amounts of freight charges collected, freight volume requirements, as well as personal customer information, customer shipping or other logistics requirements shared or learned between the Parties and their customers, shall be treated as confidential, and shall not be disclosed or used for any reason without prior written consent.

- A. In the event of violation of this Confidentiality paragraph, the Parties agree that the remedy at law, including monetary damages, may be inadequate and that the Parties shall be entitled, in addition to any other remedy they may have, to an injunction restraining the violating Party from further violation of this Agreement in which case the non-prevailing Party shall be liable for all costs and expenses incurred, including but not limited to reasonable attorney's fees.

26. **ENTIRE AGREEMENT.** This Agreement, including all Appendices and any Addenda, constitutes the entire agreement intended by and between the Parties and supersedes all prior agreements, representations, warranties, statements, promises, information, arrangements, and understandings, whether oral, written, expressed or implied, with respect to the subject matter hereof. The Parties further intend that this Agreement constitutes the complete and exclusive statement of its terms and that no extrinsic evidence may be introduced to reform this Agreement in any judicial or arbitration proceeding involving this Agreement.

27. **ELECTRONIC SIGNATURE.** This Agreement may be executed by the parties by the exchange of scanned PDF signatures in separate counterparts, each of which when so executed shall be deemed to be an original and all of which together shall constitute one and the same Agreement

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in their respective names by their fully-authorized representatives as of the dates first above written.

ROUTE

SHIPPER

Signed

Signed

Printed Name

Printed Name

Title

Title

APPENDIX A

ADDITIONAL SERVICE TERMS

NONE if no specific additional service terms are specified (if handwritten must be initialed by authorized representatives of both parties).