





BLACK ROSE
TRANSPORTATION

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BLACK ROSE TRANSPORTATION INC. CARRIER [BROKER] AGREEMENT

This Carrier Agreement is made and effective the [DATE].

BETWEEN **[COMPANY NAME], (the "Customer")**
[COMPLETE ADDRESS]

AND: **[BLACK ROSE TRANSPORTATION INC.], (the "Broker")**
2314 Route 59 Suite 110
Plainfield, IL 60586

WHEREAS, [Customer] desires to purchase/sell [operate as a FOR HIRE Contract Carrier for Black Rose Transportation Inc.].

WHEREAS, [Broker] desires to provide sales and marketing services on behalf of **[COMPANY NAME]** for a commission.

WHEREAS, [CUSTOMER] desires to have [Broker] render certain sales, marketing and advertising services.

WHEREAS, the broker has contacts and expertise in the Transportation Industry and wishes to act as an intermediary for all Truckload, LTL, Flatbed, Brokerage and Cartage services to facilitate the Customer's transaction.

In Consideration of the terms of this agreement, and other valuable consideration, the parties agree as follows:

1. LEGAL COMPLIANCE

As stipulated in the following industry: [Transportation], the Broker must comply with all applicable laws and regulations and must have obtained all appropriate licenses to provide Integrated Services.

Broker is responsible for maintaining all its licenses, fees, expenses or other related business obligations Broker Incurs and Customer shall not be responsible for any expense or obligation Incurred by Broker in the execution of this Agreement or the rendering of the Services.

2. SCOPE OF AGREEMENT

Broker shall use reasonable effort to coordinate outlined Integrated Services transportation in accordance with the legislation and policies of [**COMPANY NAME**].

Broker shall use reasonable time and efforts to find buyers/sellers for the following services [Truckload, LTL, Flatbed, Integrated Services and Warehousing/Distribution].

3. TERM AND TERMINATION

The term of this Agreement shall begin on the Effective Date and shall end (1) Calendar Year from the date of acceptance and approval of this Carrier Agreement.

4. EXCLUSIVITY

During the term of this Agreement, the Broker will have the exclusive right to introduce potential buyers/sellers who are not already known to the [**CUSTOMER**].

5. COMMISSION

The commission rate shall be a pre-determined % of the net value of the Service bought/sold by the [**CUSTOMER**], as a direct result of an introduction, which is consistent with similar transactions in the industry. The [**Customer**] having the right of final approval of the deal.

For the purpose of this Agreement, net commission shall mean the commission after fees and deductions are applied. Deductions may include but are not limited to: agreed upon marketing and advertising costs, unpaid balances owed to the [**CUSTOMER**] from the [**BROKER**], taxes, fees, transaction fees, credit card fees, NSF fees, courier fees, reductions due to error of omissions, or fees for any incentive program that the [**BROKER**] voluntarily participates in.

All Settlement closing dates determine when commissions and deductions shall be applied. [**CUSTOMER**] shall not be responsible for commissions and compensation earned by the [**BROKER**] for sales that are later canceled, returned, revoked, made invalid, result in a chargeback or are otherwise not credited to the [**BROKER**] for any reason. [**CUSTOMER**] reserves the right to deduct commissions and fees paid to the [**BROKER**], from future commissions in order to bring incorrect commissions paid to Black Rose Transportation into balance.

6. PAYMENT OF COMMISSION

Payment of commission will be computed on transactions in the calendar month and made after the closing thereof.

Acceptable forms of payment include the following [Check, Money Order, Credit Card, Electronic Wire].

7. OWNERSHIP RIGHTS

Black Rose Transportation Inc., shall endeavor to ensure that the [CUSTOMER] shall be able to retain, under the fullest extent of the law, all customer lists, contracts, records and all intellectual property rights in any material, content, plan or idea prepared by Black Rose Transportation Inc. or submitted to the [CUSTOMER] for approval at any stage which is not utilized at the termination of this Agreement shall remain the property of [CUSTOMER]. Upon termination or expiration of this Agreement, Black Rose Transportation Inc. agrees to be solely responsible for returning any [CUSTOMER] materials, process documents, customer lists, contract lists, internal documents or advertisements. Black Rose Transportation Inc. may not copy or remove these Customer materials for any reason not related to the performance of his or her duties under this Agreement.

8. NON-SOLICITATION AND NON-COMPETE

Black Rose Transportation Inc. agrees not to provide any services or consulting for or enter into any agreement with any company or individual engaged in a similar line of business, whether they compete directly or indirectly with [CUSTOMER] for a period of 1 year after the expiration of this Agreement. [CUSTOMER] warrants that he or she is not currently subject to any agreement which limits, prevents or precludes his or her ability to render all of the services.

Further, BROKER may not directly or indirectly solicit or influence any Customer employee, agent, vendor or representative for the purpose of leaving the employment or existing relationship established with [COMPANY NAME].

9. NON-CIRCUMVENTION

During the term of this Agreement, CUSTOMER will not attempt to do business with or otherwise solicit any sellers/buyers found or otherwise referred by Broker to Customer for the purpose of circumventing, the result of which shall be to prevent Black Rose Transportation from realizing of recognizing a commission or Integrated Services fee.

10. INDEPENDENT CONTRACTOR

BROKER will be retained as independent contractor. Broker will be fully responsible for payment of his or her own income taxes on all compensation earned under this agreement. CUSTOMER will not withhold or pay any income tax, social security tax, or any other payroll taxes on Broker's behalf. Broker understands that he or she will not be entitled to any fringe benefits that Customer provides for its employees generally or to any statutory employment benefits that Customer provides for its employees generally or to any statutory employment benefits, including, without limitations, worker's compensation or unemployment insurance.

11. INDEMNIFICATION

Broker agrees to indemnify and hold Customer harmless from any and all claims brought by any third party relating to any aspect of the quotes, estimates, promises, warranties, proposals, services, creative or other content, including but without limitation, any and all demands, liabilities, losses, costs, and claims including attorney's fees arising out of injury caused by Broker's activity or non-delivery of products/services, material supplied by Customer, copyright infringement, and defective products sold via the advertising or services. Further, Customer agrees to indemnify Broker from responsibility for problems/disruptions caused by third-party services and contractors that Customer may use, such as fulfillment resources, media buyers, transportation, merchant accounts, shopping carts, shipping, hosting services, real-time credit card processing and other services that relate to the execution by Broker of the services outlined in this Agreement.

13. ENTIRE AGREEMENT

The Parties hereto agree that this Agreement shall not become effective until accepted by both Parties and when accepted, shall supersede and replace all previous Brokerage Agreements, whether oral or written, between the parties. The parties agree that this Agreement contains all the contractual arrangements existing between them relative to the brokerage relationship, and all other written or oral arrangements are deemed to be merged herein.

14. GOVERNING LAWS

This agreement shall be interpreted and enforced in accordance with the laws of the State of IL, the courts of which shall have exclusive jurisdiction over the parties as respects any dispute arising hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CUSTOMER

BROKER

Authorized Signature

Authorized Signature

Print Name

Print Name

Title

Title