



CARRIER — BROKER AGREEMENT

This AGREEMENT is entered into this _____ day of _____, 20____ by and between _____ ("CARRIER") whose principal place of business is located at _____ and AAA Logistics Services, LLC. ("AAA"), whose principal place of business is 9374 Remick Ave, Arleta, CA 91331.

AAA is a logistics company and broker of motor carrier transportation services duly licensed by the United States Department of Transportation (MC#722349). From time to time, shipments of property provided by AAA'S customers ("SHIPPER") require the services of a motor carrier for the purpose of transporting commodities between points in the continental United States; CARRIER is engaged in the transportation of property by motor vehicle, and is duly licensed by the United States Department of Transportation as a contract carrier (MC# _____), and; AAA desires to engage the services of CARRIER to arrange the transportation of SHIPPER's goods as set forth on any and all Load Confirmation Sheets and/or bills of lading, which shall hereinafter be referred to as "Load Sheet."

In consideration of the premises and mutual benefits to be derived by CARRIER and AAA from this Agreement and the mutual promises made and exchanged, CARRIER and AAA agree as follows:

1. 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 a conditional or unsatisfactory safety rating issued from the U.S. Department of Transportation, and further agrees to comply with all federal, state, and local laws regarding the provision of the transportation services contemplated under this Agreement.
2. Performance of Services: CARRIER agrees, subject to availability and legal loading capacity of its equipment, to transport commodities and perform ancillary services tendered to it by AAA in accordance with the shipping instructions as set forth in each Load Sheet. CARRIER agrees that it will not use equipment to haul food or food products that had just previously or prior to being used to transport refuse, garbage, trash or solid liquid waste of any kind whatsoever, whether hazardous or non-hazardous. CARRIER agrees that it will use only tractors, trailers and other equipment



which are in good condition and are clean, sound and free from odors, moisture and other conditions that might result in loss or damage to or adverse effect upon the goods transported. CARRIER and AAA agree that each shipment to be transported under this Agreement will be evidenced by a separate Load Sheet, which Load Sheet will become a part of this Agreement when CARRIER accepts a shipment and commences the movement of freight. CARRIER agrees to use all of its own equipment and employees in the performance of services. CARRIER is responsible for obtaining all employment benefits, certifications, and insurance, including workers compensation insurance, as necessary, for operation of its business.

3. Rates and Charges: AAA will compensate CARRIER for the transportation services performed hereunder on the basis of rates and charges set forth on each Load Sheet. CARRIER represents and warrants that there are no other applicable rates or charges except those established in this Agreement or in any Load Sheet prepared by AAA. CARRIER must provide a completed invoice together with all of the signed original bill(s) of lading, signed pickup receipts and signed proof of delivery receipt(s) for each shipment included on the invoice. AAA shall remit payment to CARRIER for each load tendered within thirty (30) days of receipt by AAA of all properly executed paperwork for the load, as determined solely by AAA. AAA is responsible for all payments to CARRIER for all services rendered by the CARRIER. CARRIER shall not look to SHIPPER for payment and SHIPPER's payments for services rendered will always be made directly to AAA. CARRIER must maintain contact with AAA at all times during which a load is being transported; a copy of its operating authority showing it to be a contract carrier, certificates of insurance in effect as of the date of each shipment, all forms required by the IRS and a signed Carrier-Broker Agreement. Failure to provide these documents will result in delays in the payment of all invoices from the CARRIER.
4. Effective Date and Term: This Agreement shall go into effect on the day and year herein above written and remain in effect for a period of one (1) year from date hereof, and shall renew automatically for one (1) year periods thereafter, subject to the right of either party hereto to cancel or terminate the Agreement upon not less than thirty (30) days written notice of one party to the other prior to the end of the then current term, with notice being effective upon delivery.
5. Confidentiality: CARRIER agrees that it will not divulge to any third party (a) the terms of this Agreement, or (b) any proprietary information derived in the course of performance of this



Agreement. CARRIER specifically agrees that it shall not reveal the terms on which it provides transportation to any third party represented by AAA and/or the consignee/consignors of any shipment moving hereunder.

6. Non-Solicitation by CARRIER: During the term of this Agreement and for the period of twelve (12) months from its termination, CARRIER shall not directly or indirectly, solicit or do business of a transportation nature with any of AAA'S customers who are served by CARRIER as a result of this Agreement. Solicitation prohibited under this Agreement means participation in any conduct, whether direct or indirect, the purpose of which involves transportation or handling of property by CARRIER for which CARRIER does, or did in the past, provide such services for that customer under arrangements first made or procured by AAA. If CARRIER performs services of a transportation nature for compensation for any customer of AAA without prior written authorization from AAA, CARRIER shall immediately pay to AAA an amount equal to twenty (20) percent of all gross revenues invoiced by CARRIER to the solicited customer for a period of eighteen (18) months following the first independent service of customer by CARRIER. AAA shall identify its customers to CARRIER as each first load from each customer is tendered to CARRIER. CARRIER'S acceptance of the load and movement of the property will acknowledge that this new customer is AAA'S customer. This provision will survive the termination of this Agreement.
7. Sub-Contract Prohibition: CARRIER specifically agrees that all freight tendered to it by AAA 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 AAA.
8. Insurance: CARRIER shall maintain insurance policies in force at all times that cover personal liability, property damage and cargo damage, as well as all coverage required under applicable state and/or federal law, including workers' compensation coverage. Minimum coverage levels per incident are:

\$1,000,000.00	Personal Liability and Property Damage
\$100,000.00	Cargo Insurance

CARRIER will provide AAA with a Certificate of Insurance of each policy in force showing AAA as certificate holder and containing a clause which provides that AAA will be given thirty (30) days written notice prior to the effective date of any cancellation or material change in said policy(ies).



9. Loss, Damage or Destruction of Cargo: CARRIER shall be liable for any loss, damage or destruction of any property transported under this Agreement. If any property is lost, damaged or destroyed, in whole or in part, SHIPPER or AAA will submit a written claim to CARRIER and CARRIER shall pay the claim within thirty (30) days. CARRIER agrees, in case of accident, to use the utmost care and diligence in the protection of the property. Any paperwork revealing evidence of a shortage or other potential charges against CARRIER will result in payment being withheld until SHIPPER or AAA has determined the extent of any claim to be filed. Such damages may be deducted and retained out of monies' otherwise due to CARRIER, or if not deducted, CARRIER will pay such amount upon demand from BROKER.
10. Chargebacks: CARRIER agrees that it will be responsible for any SHIPPER or customer chargebacks resulting from late deliveries or missed appointments provided CARRIER is notified at time of load tender or any time after, that penalties will be in effect and the specific amounts of any penalties for late delivery or missed appointment as agreed to in the load sheet, excluding acts of God, terrorism, war, accidents, breakdown, or any circumstances beyond CARRIER'S control. Such damages may be deducted and retained out of monies' otherwise due to CARRIER, or if not deducted, CARRIER will pay such amount upon demand from BROKER
11. Waiver of CARRIER'S Lien: CARRIER shall not withhold any goods of the SHIPPER on account of any dispute as to rates or any alleged failure of AAA to pay charges incurred under this Agreement. CARRIER is relying upon the general credit of AAA and hereby waives and releases all liens which CARRIER might otherwise have to any goods of AAA or its Customer in the possession or control of CARRIER.
12. Accident or Breakdown Notification:: CARRIER agrees to notify AAA by phone immediately of any accident or breakdown which impairs or delays the movement of any property under this Agreement.
13. Indemnification: CARRIER shall indemnify and hold harmless SHIPPER and AAA from and against any and all claims, demands, direct or indirect damages, causes of action, liabilities, losses, suits, taxes, penalties and fines from any source caused by or resulting from the action or omission of CARRIER or its agents or employees in providing transportation services under this Agreement or in failing to comply with any law(s) and regulation(s) with respect to the maintenance, operations and use of motor vehicles and equipment hereunder.



14. Conflicts:: In the event there is a conflict between the terms of this Agreement and the bill of lading, the provisions of this Agreement shall govern.
15. Governmental Regulations: AAA and CARRIER hereby mutually agree and stipulate that each is familiar with all governmental regulations, that each will fully comply with said regulations, and that said duty of compliance shall at all times during the term of this Agreement be a material provision and obligation of each to the other. Consistent with said regulatory requirements, CARRIER agrees to provide AAA all documents and information which AAA is required to have on file and which are normally within the possession of CARRIER.
16. Notice: All notices required by or related to this Agreement shall be in writing, shall be deemed to have been given when sent, and shall be delivered personally or sent U.S. registered or certified mail, return receipt requested, postage pre-paid, addressed as shown in the first paragraph hereof to the above referenced address.
17. Independent Contractor Relationship: The relationship of CARRIER to AAA shall at all times, be that of an independent contractor and nothing herein contained shall be construed to be inconsistent with such relationship. CARRIER shall have the exclusive right to employ or discharge all persons required in the performance of the services contemplated hereunder and such persons shall be and remain employees or agents of CARRIER at all times. AAA has no right to control CARRIER or their business other than what is specifically state in the contract.
18. Severability: If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall survive in full force and effect and shall constitute the full Agreement between CARRIER and AAA.
19. Entire Agreement and Modifications: This Agreement including all schedule(s) attached hereto constitutes the entire Agreement between the CARRIER and AAA with respect to the subject matter of this Agreement and may not be modified or amended unless accomplished by writing, signed by both CARRIER and AAA and no provision or requirement in this contract shall be considered waived unless a waiver is expressly endorsed hereon or attached hereto.



IN WITNESS WHEREOF, the undersigned individuals have executed this Agreement the day and year herein above written, and by doing so, represent and warrant that they accept and agree to the terms contained herein and have been or are specifically authorized to do so on behalf of the organization they represent.

BROKER: AAA Logistics Services, LLC

_____	_____
Authorized Signature	Date

_____	_____
Printed Name	Title

CARRIER: _____

_____	_____
Authorized Signature	Date

_____	_____
Printed Name	Title