



# AVENUE TRANSPORT

QUALITY TRANSPORTATION SOLUTIONS

## FREIGHT BROKERAGE AGREEMENT

THIS FREIGHT BROKERAGE AGREEMENT, including any subsequent appendices, addenda, exhibits or schedules, is made and entered on \_\_\_\_\_, 201\_\_ by and among \_\_\_\_\_ ("CARRIER"), and set forth the following AGREEMENT between AVENUE 8 GROUP INC. dba AVENUE TRANSPORT SERVICES, as ("BROKER").

Whereas, BROKER is licensed as a property broker by the Federal Motor Carrier Safety Administration ("FMCSA"). Avenue Transport Services (MC-520979).

Whereas, CARRIER is registered with the FMCSA as a motor contract carrier in interstate, intrastate, and/or foreign commerce and is in all respects qualified to transport freight as required by BROKER.

Whereas, BROKER desires to engage CARRIER to perform transportation within the limits of CARRIER's contract operating authorities according to this agreement's terms and conditions, and CARRIER desires to perform such transportation.

The Parties agree as follows (legally bound):

1. This Agreement's term shall be one year subject to earlier termination by either party giving thirty (30) days written notice to the other party. Absent such notice, it shall automatically renew for successive one-year periods.
2. CARRIER warrants that all equipment and personnel used in providing the services contemplated herein shall meet all requirements of, and be in compliance with all laws and regulations of, the United States Department of Transportation as well as all states and provinces in which these services are to be provided. CARRIER further warrants that it will immediately provide BROKER with notice, in writing, of any change in its safety rating and provide BROKER copies of any FMCSA Notice of Changes or Notice of Claim related to any change in safety rating.
3. There is no minimum volume of freight contemplated by this Agreement. BROKER is not restricted from tendering freight to other carriers; CARRIERS is not restricted from performing transportation for third parties.
4. CARRIER shall transport BROKER's shipments without delay and shall immediately notify BROKER of any likelihood of delay or of any incident or circumstances that will prevent delivery to the consignee.
5. CARRIER shall obtain from the consignee a complete, signed delivery receipt for each shipment, and shall notify BROKER immediately of any exception on any document. CARRIER shall send BROKER delivery receipts and bill lading no later than fourteen (14) days from the date of delivery.
6. Each shipment hereunder shall be evidenced by Uniform (Straight) Bill of Lading containing terms and conditions no less favorable to the customer or beneficial owner of the cargo than those contained in the form of Uniform Straight Bill of Lading and naming the CARRIER as the transporting carrier. CARRIER agrees to indemnify and hold BROKER harmless from and against any direct, indirect and/or consequential loss, damage, fine, liability, judgment, cost and expense, including reasonable attorney's fees, arising from any errors in the bill of lading.
7. CARRIER shall be wholly responsible for performing the contemplated transportation and for all costs and expenses of such transportation, including as examples, costs and expenses of all CARRIER's transportation equipment, its maintenance, and those persons who operate it. As to BROKER, CARRIER is an independent contractor, and as such is wholly responsible in everyway for such persons as CARRIER hires or employs. CARRIER shall, at its sole cost and expense, (a) furnish all equipment necessary or required for the performance of its obligations hereunder (the

## ***Avenue Transport Services Freight Brokerage Agreement***

"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 and qualified personnel.

8. CARRIER shall defend, indemnify, and hold BROKER harmless from and against all loss, liability, judgment, damage, claim, fine, cost or expense, including reasonable attorney's fees, arising out of or in any way related to, CARRIER's performance hereunder or CARRIER's breach of any of the terms of this Agreement.

9. During this Agreement's terms, CARRIER shall procure and maintain, at its sole expense, the following insurance from Insurer(s) whose most recent and current rating by A.M. If any of CARRIER's insurance policies expires during the term of this Agreement, each renewal or replacement policy must be provided by an insurance carrier. Each insurance company providing any of the coverage required by this Agreement must have complied with all applicable regulations of the FMSCA.

The required coverage and minimum limits are as follows:

a) Commercial Automobile Liability Insurance, with a combined single limit of not less than \$1 million (\$US) each occurrence, covering all vehicles however owned, and/or used by CARRIER to transport BROKER's shipments, including coverage for all liabilities for personal injury (including death) and property damage arising out of CARRIER's transportation under this Agreement. CARRIER shall be responsible for any and all deductibles excluded by its insurers.

b) CARRIER shall provide directly a minimum of the first (\$100,000) of the All Risk Broad Form Motor Truck Cargo Legal Liability insurance. CARRIER hereby authorizes BROKER to deduct from the freight charges to be paid CARRIER under this Agreement the amount set forth for each shipment transported by CARRIER for BROKER's approximate expense in maintaining the excess, non-contributory cargo loss, damage or delay insurance coverage.

c) CARRIER under this Agreement, BROKER shall be named as additional insured or loss payee or certificate holder, in the insurance policy provided and maintained by the CARRIER under this Agreement. CARRIER will also provide to BROKER a complete copy of the applicable policies if so requested by the BROKER.

10. In the event of loss, damage or delay in delivery, CARRIER shall be liable for damage arising therefrom in accordance with the provisions of this section. The loss, damage or injury shall be measured as the lesser of the actual replacement cost or the cost of repair, subject to a maximum of \$1 million per shipment, less the reasonable salvage value of the damaged commodities. In addition, CARRIER shall indemnify BROKER for all indirect, special or consequential damages, or other special economic losses, including attorney fees that might be recovered against BROKER on any customer's claim. CARRIER shall promptly pay BROKER all claim amounts from any amounts owed to CARRIER by BROKER.

a) In addition, for any claim arising from any reckless, dishonest, or illegal acts of CARRIER's employee or agent, or claim arising from CARRIER furnishing contaminated Equipment, CARRIER shall be solely liable and responsible for such claim.

b) For any freight claim, CARRIER shall pay BROKER within 30 days of CARRIER having been notified of the amount of the claim furnished documentation substantiating the claim.

11. CARRIER shall not withhold delivery of any freight due to any dispute with BROKER regarding freight charges or otherwise. CARRIER waives and releases all liens which it might otherwise have to any freight in its possession.

12. BROKER and CARRIER agree that the rates and charges for CARRIER's services hereunder shall be only those on the individual Rate Confirmation Sheets, accepted, signed and submitted to BROKER by CARRIER prior to each shipment. BROKER will pay CARRIER the agreed amount within 30 days of BROKER's receipt of the documents specified on the RATE Confirmation Sheets and any other documents necessary to enable BROKER to ascertain transportation has been properly provided. CARRIER agrees BROKER, at its option, may offset against any payments owed to CARRIER amounts CARRIER owes BROKER under this Agreement. CARRIER agrees that BROKER has the exclusive right to handle all billing of freight charges to the customer for the transportation services provided herein, and, as such, CARRIER agrees to refrain and shall refrain from all collection efforts against the shipper, receiver, consignor, consignee, the freight or the customer.

***Avenue Transport Services Freight Brokerage Agreement***

13. CARRIER shall transport all freight tendered by BROKER only on Equipment under CARRIER's authority. CARRIER shall not in any way sub-contract, broker, or arrange for the freight to be transported by a third party without BROKER's prior written consent.

14. It is expressly understood and agreed that CARRIER is an independent contractor for the services provided pursuant to this Agreement, and that CARRIER agrees to defend, indemnify and hold BROKER harmless for any claims, suits, or actions, including reasonable attorney's fees in protecting BROKER's interests, brought by employees, any union, the public, suits, or actions, including federal agencies arising out of the operations of CARRIER under this Agreement. CARRIER hereby assumes full control and responsibility for all hours schedules and worked, wages, salaries, worker's compensation and unemployment insurance, state and federal taxes, fringe benefits, and all other costs relating to its operations pursuant to this Agreement.

15. CARRIER shall not solicit traffic from any shipper, consignor, consignee, or customer of BROKER, including but not limited to all where (1) the availability of such traffic first became known to CARRIER as a result of BROKER's efforts, or (2) where the traffic of the shipper, consignor, consignee, or customer of the BROKER was first tendered to the CARRIER by the BROKER. If CARRIER breaches this Agreement and 'back-solicits' the BROKER's customers and obtains traffic from such customer or customers, the CARRIER shall be obligated to pay BROKER a commission equal to twenty (20%) of the gross transportation revenue received by the CARRIER from the movement of said traffic.

CARRIER's obligation to pay said obligation shall last for a period of twelve (12) months, following the month in which Carrier first moved traffic for said customer not brokered by BROKER. CARRIER agrees that delivery of a copy of this Agreement shall constitute a valid assignment of the percentage of CARRIER's gross payments received from customer as stated above. This Agreement shall serve as a directive authorizing customer to pay said commission directly to BROKER.

16. This Agreement is the entire agreement between the parties, superseding all earlier agreements and all tariffs, rates, classifications and schedules published, filed or otherwise maintained by CARRIER. It cannot be altered or amended except in a writing signed by all parties and cannot be assigned or transferred in whole or in part. The benefits of this Agreement shall not inure to nor be available to any third party.

17. If any provision of this Agreement is unenforceable by any court of competent jurisdiction, such provision shall be severed and the Agreement's remaining provisions shall continue in full force and effect.

18. This Agreement in all respects shall be governed by, construed and enforced in accordance with the internal laws of the State of California, without regard to its conflict of law rules.

19. Each of parties hereto irrevocably and unconditionally submits itself to the exclusive jurisdiction and venue of the state and federal courts serving Los Angeles, CA, and any appellate court thereof, in any suit, action or proceeding arising out of or relating to this Agreement and further irrevocably and unconditionally waives any claim or defense that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Each party further agrees that a final judgment in any such suit, action or proceeding shall be conclusive and mat be enforced in other jurisdiction in any manner provided by law.

In WITNESS Whereas, the parties hereto have caused this Agreement to executed in their respective names by their duly authorized representative effective-as of the date first above written.

“BROKER”

“CARRIER”

**Avenue Transport Services, Inc.**, on behalf of the entities named below:

**Carrier's Company or Individual Name:**

By: \_\_\_\_\_  
Authorized Agent

Carrier: \_\_\_\_\_

By: \_\_\_\_\_

Print Name:

Printed Name: \_\_\_\_\_

Address: 573 Monterey Pass Rd. Unit B  
Monterey Park, CA 91754

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

MC#: \_\_\_\_\_



# AVENUE TRANSPORT

QUALITY TRANSPORTATION SOLUTIONS

## CARRIER PROFILE FORM

**Must be fully completed and faxed to us for dispatch and load confirmation.**

### **CARRIER INFORMATION**

Carrier Name: \_\_\_\_\_

MC#: \_\_\_\_\_ CA#: \_\_\_\_\_ USDOT: \_\_\_\_\_ ICC: \_\_\_\_\_ Tax Payer ID: \_\_\_\_\_

Office Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

### **AFTER HOURS / YARD INFORMATION**

Primary After Hours Contact: \_\_\_\_\_ Cell: \_\_\_\_\_

Yard Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

### **INSURANCE / BILLING INFORMATION**

Insurance Broker Name: \_\_\_\_\_

Contact: \_\_\_\_\_ Policy ID#: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

\*Insurance Certificates must state **Avenue Transport Services** as additional insured & certificate holder.

Do you need expedited payment? **YES NO**

\*We offer quick pay at a rate of 5%. Signed Bills of Lading are required for payment.

Do you factor your invoices? **YES NO**

If **YES** please provide the name of the factoring company

If **NO** please provide mailing address for payments

Factoring / Remit to: \_\_\_\_\_ Cell: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_