

**MITCHELL BROS. TRUCK LINE, INC.**  
**CONTRACT CARRIAGE AGREEMENT**

This Agreement is entered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, with offices at \_\_\_\_\_, hereinafter referred to as "Carrier", and Mitchell Bros. Truck Line, Inc. with offices at 600 S.E. Maritime Avenue, Building 3, Suite 100, Vancouver, WA 98661, hereinafter referred to as "Broker",

**RECITALS**

WHEREAS, Broker is a licensed property broker holding authority granted by the Interstate Commerce Commission in Docket No. MC-32882 and

WHEREAS, Broker is authorized by its shipper principals ("shippers") to arrange for motor contract carrier service designed to meet their distinct needs and

WHEREAS, Carrier is engaged in providing transportation of property as a contract carriers pursuant to the motor contract carrier authority issued by the ICC in Docket No. \_\_\_\_\_ and

WHEREAS, Broker's shippers have a distinct need for contract carrier service not available from common carrier and

WHEREAS, Carrier is ready, willing, and able to provide such services as Broker and its shippers require.

NOW, THEREFORE, in consideration of these mutual covenants contained herein, the Parties agree as follows:

**TERMS AND CONDITIONS**

1. Services to be Performed. - This Agreement is a continuing agreement as provided in paragraph 10, below, and contemplates a series of shipments, and Broker agrees to exercise its best efforts to offer Carrier a minimum of three shipments during each year this Agreement remains in effect. Carrier agrees to transport, by motor vehicle, such shipments as Broker's shippers' may require, subject to the availability of suitable equipment. **Carrier shall not, in any manner, sub-contract, broker or tender to any third party for transportation any freight tendered to Carrier by Broker.**

2. Insurance. - Carrier agrees to maintain Commercial Automobile or Truckers' Liability covering Bodily Injury and Property Damage Liability with a minimum of \$1,000,000 combined single limit covering all owned and hired vehicles. Broker to be endorsed on policy as an Additional Insured. Carrier agrees to maintain Motor Truck Cargo Legal Liability with a limit of not less than \$100,000 and a deductible not greater than \$2500 covering "All-Risk" perils, including Loading and Unloading which shall have no exclusions or restrictions that would not be accepted pursuant to the insurance requirements of 49 U.S.C. 10927. Broker to be endorsed on policy as an Additional Insured. A certificate of insurance must be provided to Broker verifying the above coverage, including a minimum 10-day notice of cancellation. Certificate of insurance must be on file with Broker prior to any payment for freight movements being made.

3. Rates and Charges. - Carrier will be compensated for services performed under this agreement in accordance with the rates set forth in Appendix "A" attached hereto. This compensation schedule may be amended from time-to-time, in writing by mutual agreement of the Parties. Each shipment handled pursuant to this Agreement shall be confirmed by a Load Confirmation Sheet which form is substantially set forth in Appendix "A" attached hereto. Said Load Confirmation Sheet shall establish the rate and shall detail the origin, destination, pickup time, and other specialized service requirements, if any, known to Broker. If Broker's principals make specialized service requirement arrangements direct with Carrier's representatives, Carrier shall add such specialized service requirements and arrangements by notation on the Load Confirmation Sheet.

4. Documentation. - Carrier shall issue a Uniform Straight Bill of Lading or other document acceptable to Broker for each shipment tendered to it.

5. Payment. - Carrier agrees to invoice Broker as the exclusive agent of its shipper for all freight moving pursuant to this Agreement. Broker shall submit its invoice including freight charges to its shipper. Carrier shall submit its invoice along with all necessary documents to Broker, and Broker shall remit freight charges to Carrier thirty (30) days after receipt by Broker, pursuant to the requirements of 49 C.F.R. 1045. Documents required by Broker to insure prompt payment include: Carrier's invoice, a signed copy of the Broker Load Confirmation Sheet, Original Bill of Lading and Proof of Delivery.

6. Loss, Damage or Delay. - Carrier shall be liable to Broker's shipper or Broker as the agent or assignee of a claim of Broker's shipper (or in its own right as to any cost or loss suffered by Broker), for loss, damage or delay of a shipment transported by Carrier under the terms of this Agreement. Carrier's liability shall begin at the time the shipment is loaded onto Carrier's equipment and shall continue until the shipment is delivered to the designated consignee. Carrier's liability shall be for the full destination value of the shipment. Carrier shall not be liable for consequential or special damages so long as Carrier uses reasonable dispatch in providing service unless (1) Carrier fails to comply with written notification of special service requirements appearing on the Load Confirmation Sheet or Bill of Lading at time of pickup, (2) Carrier fails to comply with special service requirements communicated to Carrier by shipper, or (3) a court rules that the limitation on consequential or special damages is unenforceable for any reason, in whole or in part.

7. Claims. - All claims for loss, damage or delay shall be processed by Carrier in accordance with the provisions of 49 C.F.R. 1005. Upon the request of either Party, loss, damage or delay claims may be submitted to binding arbitration before a transportation arbitration board whose decision shall be final. All other claims, including claims for breach of any provision of this Agreement, shall be filed and litigated in Clark County (Washington) Superior Court or, at the request of either party, shall be arbitrated before an arbitrator who is a Washington attorney and mutually agreeable to the Parties or, in the absence of such agreement, before an arbitrator qualified as a Washington attorney and on the arbitrator list of the Arbitration Service of Portland or other arbitration service.

8. Non-Solicitation. - Carrier recognizes Broker as the exclusive agent for its principal for the solicitation of traffic where (i) the availability of such traffic first became known to Carrier as the result of Broker's efforts or (ii) where the traffic of the shipper was first tendered to Carrier by the Broker. If the Carrier breaches this Agreement by handling any traffic for any of Broker's shippers without compliance with all the provisions of this Agreement, Broker is entitled to recover from Carrier a fifteen percent (15%) commission on all freight charges of Carrier to any such shipper for all traffic of such shipper handled by Carrier for the duration of this Agreement and for twelve (12) months following termination of this Agreement. Carrier shall supply, upon request of Broker, copies of any documents relating to Carrier's dealings with any shipper under this Agreement. This paragraph shall survive the termination or expiration of this Agreement.

9. Indemnification. - Except for claims based on the sole acts or omissions of Broker or its agents, Carrier shall indemnify Broker for any expenses, losses or damages suffered by Broker due to claims against Broker and arising out of or connected with Carrier's acts or omissions under this Agreement.

10. Duration. - This Agreement shall be in effect for one year from date of signing and shall automatically continue for additional one year periods unless either Party gives the other Party written notice of nonrenewal at least thirty (30) days prior to the expiration of the current term.

11. Miscellaneous. - This Agreement shall be governed by, and construed in accordance with, the laws (excluding choice of law provisions) of the state of Washington, and any dispute shall be arbitrated (if elected under paragraph 7, above) or tried in Clark County, Washington.

12. Attorneys' Fees. - The prevailing party in any dispute shall be entitled to recover all arbitration or court costs and expenses, all other reasonable and necessary expenses with respect to such dispute, and reasonable attorneys' fees at any arbitration, trial or appeal.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective authorized representatives on this date, written above.

MITCHELL BROS. TRUCK LINE, INC.

600 S.E. MARITIME AVENUE

BUILDING 3, SUITE 100

VANCOUVER, WA 98661

BY: \_\_\_\_\_

TITLE: CORPORATE SECRETARY

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**MITCHELL BROS. TRUCK LINE, INC.**  
**CONTRACT CARRIAGE AGREEMENT - APPENDIX B**  
**EARLY PAY**

**\*\*\*OPTIONAL\*\*\***

This Appendix B is entered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, hereinafter referred to as "Carrier", and Mitchell Bros. Truck Line, Inc. hereinafter referred to as "Broker",

This Appendix B is to the original Contract Carriage Agreement signed between Broker and Carrier.

Either party may terminate this Appendix B at any time with written notice.

This Appendix B states that freight bills along with all necessary paperwork received from Carrier by Wednesday of each week will be paid by Broker on the following Monday, unless research is needed to clear the bills. In consideration of this early payment, Broker and Carrier do hereby agree to a discount of three percent (3%) from the contracted or agreed rate for early payment.

MITCHELL BROS. TRUCK LINE, INC.

600 S.E. MARITIME AVENUE

BUILDING 3, SUITE 100

VANCOUVER, WA 98661

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\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_

TITLE: CORPORATE SECRETARY

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_