

TRANSPORTATION SERVICES AGREEMENT

This Transportation Services Agreement ("Agreement") is made and entered into this _____ day of _____, _____ between CorTrans Logistics, LLC ("CorTrans") a Registered Property Broker, Lic. No. MC #413197 with its principal offices at 6465 East Johns Crossing, Suite 300, Johns Creek, Georgia, 30097 and _____ ("CARRIER") MC# _____ with its principal offices at _____, _____ each a "Party" and collectively "the Parties."

WHEREAS "CARRIER" is a person (or company) registered ("registered" means operating under authority issued by all applicable regulatory authorities) to carry the goods (property) of another person (or company) by commercial motor vehicle for compensation (copies of Operating Authorities are attached hereto as Appendix B).

WHEREAS CorTrans desires to engage the CARRIER for transportation of freight, on behalf of CorTrans' customers (referred to herein as "Shipper") as set forth herein.

1. CARRIER REPRESENTS AND WARRANTS THAT IT

- A. is an operator of commercial motor vehicles and/or a motor carrier, authorized to provide the transportation of goods under contracts with shippers and receivers and/or brokers of materials, wares, merchandise and general commodities, and
- B. shall transport the goods (property), under its own Operating Authority and subject to the terms of this Agreement, and
- C. makes the representations herein for the purpose of inducing CorTrans to enter into this Agreement, and
- D. will not re-broker, co-broker, assign or interline the shipments hereunder, without prior written consent of CorTrans. If CARRIER breaches this provision, CorTrans shall have the right of paying the monies it owes CARRIER directly to the delivering carrier, in lieu of payment to CARRIER. Upon CorTrans payment to delivering carrier, CARRIER shall not be released from any liability to CorTrans under this Agreement, and
- E. is in, and shall maintain compliance during the term of this Agreement, with all applicable federal including Title 49 CFR Section 392.80 (Prohibition against texting), state and local laws relating to the provision of its services including, but not limited to: transportation of Dangerous Goods (or Hazardous Materials), (including the licensing and training of drivers), to the extent that any shipments hereunder constitute Dangerous Goods (or Hazardous Materials); security regulations; customs regulations; owner/operator lease regulations; loading and securement of freight regulations weight regulations; implementation and maintenance of driver safety regulations including, but not limited to, hiring, controlled substances and alcohol testing, and hours of service regulations; sanitation, temperature, and contamination requirements for transporting food,

perishable, and other products, qualification and licensing and training of drivers; implementation and maintenance of equipment safety regulations; maintenance and control of the means and method of transportation including, but not limited to, performance of its drivers; all applicable insurance laws and regulations including but not limited to workers compensation.

- F. CARRIER will notify CorTrans immediately if any Operating Authority is revoked, suspended or rendered inactive for any reason, refusing any shipment offered by CorTrans until such has been reinstated; and/or if it is sold, or if there is a change in control of ownership, and/or any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason, and
- G. CARRIER shall defend, indemnify and hold CorTrans and its shipper customer harmless from any claims, actions or damages, arising out of its performance under this Agreement, including cargo loss and damage, theft, delay, damage to property, and personal injury or death, except that CARRIER will not be required to indemnify CorTrans for any claim loss or damage arising from CorTrans own sole negligence. CorTrans shall not be liable to the CARRIER for any claims, actions or damages due to the negligence of the CARRIER, or the shipper. The obligation to defend shall include all costs of defense as they accrue, and
- H. does not have an "Unsatisfactory" safety rating issued by the Federal Motor Carrier Safety Administration (FMCSA), U.S. Department of Transportation and will notify CorTrans in writing immediately if its safety rating is changed to "Unsatisfactory" or "Conditional," refusing any shipment offered by CorTrans until CARRIER'S safety rating is restored to "Satisfactory" or "None."
- I. agrees that a Shipper's insertion of CorTrans name as the CARRIER on a bill of lading shall be for the Shipper's convenience only and shall not change CorTrans status as a property broker nor CARRIER's status as a motor carrier.

2. RATES

- A. Rates and charges for transportation services provided hereunder are those provided for in the Rate Sheets attached hereto in Exhibit A. In absence of an Exhibit A, the Parties shall agree upon rates in writing through a rate confirmation. Rates for a particular shipment may be modified by the mutual agreement of CARRIER and CorTrans. Such modification may be accomplished by the exchange of electronic communications indicating intent by each party to be bound by the modified rate.
- B. Accessorial Charges must be approved by CorTrans in writing prior to or at the time of they are incurred.
- C. Detention time must be noted, with "In" and "Out" times noted and signed by Shipper or Consignee, on the Bill of Lading in order for any charge for detention time to be approved.

- D. Rates may be established and amended verbally by agreement between the Parties in order to meet specific time requirements and such agreed upon rates shall be deemed "in writing" and supplement this agreement if CorTrans sends via facsimile or email a signed copy of the rates and charges to CARRIER and CARRIER returns a signed copy of same to CorTrans.

3. INVOICING AND PAYMENT

- A. CARRIER shall furnish a single invoice containing all charges applicable to single bill of lading transaction. CorTrans will pay all charges due within 30 days of receipt of complete legible invoice and signed Proof of Delivery (POD).
- B. CARRIER acknowledges and agrees that CorTrans will be prejudiced in its ability to collect charges due from its Shipper by the late presentation of charges by CARRIER. CARRIER therefore acknowledges and agrees that CorTrans will not accept, pay, or be liable for any charges not invoiced by CARRIER within 60 days of the delivery date without the CARRIER providing reasonable grounds for the delay.

4. EQUIPMENT AND SERVICE

- A. Subject to its representations and warranties in Paragraph 1 above, CARRIER agrees to provide the necessary equipment and qualified personnel for completion of the transportation services required for CorTrans and/or its customers. CARRIER will not supply equipment that has been used to transport hazardous wastes, solid or liquid. CARRIER agrees that all shipments will be transported and delivered with reasonable dispatch, or as otherwise agreed in writing.
- B. CARRIER is solely responsible for any and all management, governing, discipline, direction and control of its employees, owner/operators, and equipment with respect to operating within all applicable federal and state legal and regulatory requirements to ensure the safe operation of CARRIER'S vehicles, drivers and facilities. CARRIER and CorTrans agree that safe and legal operation of the CARRIER and its drivers shall completely and without question govern and supersede any service requests, demands, preferences, instructions, and information from CorTrans or CorTrans' customer with respect to any shipment at any time.
- C. Under no circumstances shall CARRIER leave shipments unattended; loaded trucks that are stopped under transit must be kept in a secured facility to prevent theft, loss, or damage to freight.
- D. Carrier shall ensure shipper seals every shipment before departing, ensuring that the seal is intact, and the seal number is recorded on the bill of lading.

5. BILLS OF LADING

CARRIER shall issue a Uniform Bill of Lading for the property it receives for transportation under this Agreement. Unless otherwise agreed in writing, CARRIER shall become fully responsible/liable for the freight when it takes/receives possession thereof, and the trailer(s) is loaded, regardless of whether a bill of lading has been issued, and/or signed, and/or delivered to CARRIER, and which responsibility/liability shall continue until delivery of the shipment to the consignee and the consignee signs the bill of lading or delivery receipt. Any terms of the bill of lading (including but not limited to payment terms) inconsistent with the terms of this Agreement shall be controlled by the terms of this Agreement. Failure to issue a bill of lading or sign a bill of lading acknowledging receipt of the cargo, by CARRIER, shall not affect the liability of CARRIER.

6. LOSS & DAMAGE CLAIMS

- A. CARRIER shall comply with 49 C.F.R. §370.1 et seq. and any amendments and/or any other applicable regulations adopted by the Federal Motor Carrier Safety Administration, U.S. Department of Transportation, or any applicable federal, or state regulatory agency, for processing all loss and damage claims and salvage
- B. CARRIER liability for any cargo damage, loss or theft from any cause shall be determined under the Carmack Amendment 49 USC 14706 as governing shipments according to its terms,
- C. Special Damages: CARRIER indemnification liability (Par 1.G) for freight loss and damage claims shall include legal fees which shall constitute special damages, the risk of which is expressly assumed by CARRIER, and which shall not be limited by any liability of CARRIER under sub part (B) above.
- D. Resolution of Claims: Notwithstanding the terms of 49 C.F.R 370.9, CARRIER shall pay, decline or make settlement offer in writing on all cargo loss or damage claims within 60 days of receipt of the claim. Failure of CARRIER to pay, decline or offer settlement within this 60-day period shall be deemed admission by CARRIER of full liability for the amount claimed and a material breach of this Agreement.

7. INSURANCE

CARRIER shall furnish CorTrans with Certificate(s) of Insurance, or insurance policies providing thirty (30) days advance written notice of cancellation or termination, naming CorTrans as an additional insured, subject to the following minimum limits: Public liability \$1,000,000; motor vehicle (including hired and non-owned vehicles), property damage, and personal injury liability \$1,000,000 (\$2,000,000 if transporting hazardous materials and/or dangerous goods including environmental damages due to release or discharge of hazardous substances); cargo damage/loss not less than \$100,000.00;

workers' compensation with limits required by law. Except for the higher coverage limits which may be specified above, the insurance policies shall comply with minimum requirements of the Federal Motor Carrier Safety Administration and any other applicable federal, or state regulatory agency. Nothing in this Agreement shall be construed to avoid CARRIERS liability due to any policy limit, exclusion or deductible in any insurance policy. The insurance required for a particular shipment may be increased a Rate Confirmation agreed to by the parties in writing as set forth in Paragraph 2.D. of this Agreement.

8. ASSIGNMENT OF RIGHTS

CARRIER automatically assigns to CorTrans all its rights to collect freight charges from Shipper or any responsible third party on receipt of payment from CorTrans.

9. INDEPENDENT CONTRACTOR

It is understood and agreed that the relationship between CorTrans and CARRIER is that of independent contractor and that no employer/employee relationship exists or is intended. CorTrans has no control of any kind over CARRIER, including but not limited to routing of freight, and nothing contained herein shall be construed to be inconsistent with this provision.

CARRIER assumes full responsibility and liability for payment of the following items: All applicable federal, state, and local payroll taxes, taxes for unemployment insurance, old age pensions, workers' compensation, social security, with respect to persons engaged in the performance of its transportation services hereunder. CorTrans shall not be liable for any of the payroll-related tax obligations specified above and CARRIER shall indemnify, defend, and hold CorTrans harmless from any claim or liability imposed or asserted against CorTrans for any such obligations.

10. NON-EXCLUSIVE AGREEMENT

CARRIER and CorTrans acknowledge and agree that this contract does not bind the respective Parties to exclusive services to each other. Either party may enter into similar agreements with other carriers, brokers, or freight forwarders. CorTrans is not obligated to tender any minimum number of shipments to Carrier during the term of this agreement.

11. WAIVER OF PROVISION

- A. Failure of either Party to enforce a breach or waiver of any provision or term of this Agreement shall not be deemed to constitute a waiver of any subsequent failure or breach and shall not affect or limit the right of either Party to thereafter enforce such a term or provision.
- B. This Agreement is for specified services pursuant to 49 U.S.C. §14101(b), where applicable. To the extent that terms and conditions herein are inconsistent with Part (b), Subtitle IV, of Title 49 U.S.C. (ICC Termination Act of 1995), the Parties expressly waive any or all rights and remedies they may have

under the Act.

12. DISPUTES

In the event of a dispute arising out of this Agreement, including but not limited to Federal, or State statutory claims, the Parties' sole recourse (except as provided below) shall be to arbitration. Proceedings shall be conducted under the Commercial Arbitration Rules of the American Arbitration Association. Arbitration proceedings must be started within eighteen (18) months from the date of delivery or scheduled date of delivery of the freight, whichever is later, and shall take place in Fulton County Georgia. The decision of the arbitrators shall be binding and final and the award of the arbitrator may be entered as judgment in any court of competent jurisdiction. The prevailing party shall be entitled to recovery of costs, expenses and reasonable attorney fees as well as those incurred in any action for injunctive relief, or in the event further legal action is taken to enforce the award of arbitrators.

13. NO BACK SOLICITATION

Unless otherwise agreed in writing, CARRIER shall not knowingly solicit freight shipments for a period of 24 months following termination of this agreement for any reason, from any shipper, consignor, consignee, or other customer of CorTrans, when such shipments of shipper customers were first tendered to CARRIER by CorTrans.

In the event of breach of this provision, CorTrans shall be entitled, for a period of 36 months following delivery of the last shipment transported by CARRIER under this Agreement, to a commission of twenty percent (20%) of the gross transportation revenue (as evidenced by freight bills) received by CARRIER for the transportation of said freight as liquidated damages. Additionally, CorTrans may seek injunctive relief and in the event it is successful, CARRIER shall be liable for all costs and expenses incurred by CorTrans including, but not limited to, reasonable attorney's fees.

14. CONFIDENTIALITY

In addition to 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.

In the event of violation of this Confidentiality paragraph, the Parties and 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 prevailing Party shall be liable for all costs and expenses incurred, including but not limited to reasonable attorney's fees.

15. MODIFICATION OF AGREEMENT

This Agreement and Exhibit A *et seq.* attached may not be amended, except by mutual written agreement, or the procedures set forth above (Par 2.A).

16. NOTICES

All notices provided or required by this Agreement, shall be made in writing and delivered, return receipt requested, to the addresses shown herein with postage prepaid; or by confirmed (electronically acknowledged on paper) fax.

THE PARTIES shall promptly notify each other of any claim that is asserted against either of them by anyone arising out of the Parties performance of this Agreement.

Notices sent as required hereunder, to the addresses shown in this Agreement shall be deemed sent to the correct address, unless the Parties are notified in writing of any changes in address.

17. CONTRACT TERM

The term of this Agreement shall be one year from the date hereof and thereafter it shall automatically be renewed for successive one (1) year periods, unless terminated, upon thirty (30) days' prior written notice, with or without cause, by either Party at any time, including the initial term. In the event of termination of this Agreement for any reason, the Parties shall be obligated to complete performance of any work in progress in accordance with the terms of this Agreement.

18. GRATUITIES: KICKBACKS

- A. No gratuities (in the form of entertainment, gifts, or otherwise) or kickbacks shall be offered, given or received by CARRIER including any employee of CorTrans, for the purpose of obtaining or rewarding favorable treatment by CARRIER as a supplier to CorTrans.
- B. By accepting this Contract, CARRIER certifies. and represents that it has not made or solicited and will not make or solicit kickbacks in violation of FAR 52.203-7 or the Anti-Kickback Act of 1986 (41 USC 51-58), both of which are incorporated herein by this specific reference, except that paragraph (c) (l) of FAR 52.203-7 shall not apply.

19. SEVERANCE: SURVIVAL

In the event any of the terms of this Agreement are determined to be invalid or unenforceable, no other terms shall be affected, and the unaffected terms shall remain valid and enforceable as written. The representations, rights and obligations of the parties hereunder shall survive termination of this Agreement for any reason.

20. APPLICABLE LAW

The laws of the State of Georgia shall govern the interpretation of this agreement, disregarding any choice of law provision under which Georgia would look to the law of another state.

21. COUNTERPARTS

This Agreement may be executed in any number of counterparts each of which shall be deemed to be a duplicate original hereof.

22. ENTIRE AGREEMENT

Except for Exhibits A and its amendments, and unless otherwise agreed in writing, this Agreement contains the entire understanding of the Parties and supersedes all verbal or written prior agreements, arrangements, and understandings of the Parties relating to the subject matter stated herein. 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.

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.

CorTrans	CorTrans Logistics, LLC	CARRIER	
Signature		Signature	
Printed Name	Gloria V. Cortez	Printed Name	
Title	CEO/Managing Member	Title	
Date		Date	