

CARRIER – SHIPPER CONTRACT AGREEMENT

THIS MOTOR CARRIER/SHIPPER AGREEMENT (this "Agreement"), is made and entered into as of the ____ day of _____, 20__, by and between _____, a(n) _____ corporation, ("Shipper"), and _____ a(n) _____ corporation ("Carrier"). Shipper and Carrier are sometimes individually referred to herein as a "Party" and together as the "Parties."

WHEREAS, Shipper desires to hire Carrier to perform motor carrier transportation service for Shipper in accordance with the terms and subject to the conditions of this Agreement; and

WHEREAS, Carrier desires to perform motor carrier transportation service for Shipper in accordance with the terms and subject to the conditions of this Agreement;

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual agreements and provisions hereinafter set forth, the Parties hereby mutually agree as follows:

1. Term. This Agreement shall remain in full force and effect for a ____ year period beginning on the date first written above and continuing thereafter on a year-to-year basis. Either Party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party, unless otherwise specified in this Agreement.
2. Scope of Agreement. Carrier is a motor carrier under 49 U.S.C. 13102(14), is duly registered with the Federal Motor Carrier Safety Administration of the U.S. Department of Transportation, and will provide lawful and responsible transportation service to Shipper under contract. Shipper will tender Carrier freight for transportation. The scope of the service contemplated by the Parties is set forth in Appendix A. Carrier shall be an independent contractor of Shipper. As between the Parties, Carrier shall have the sole and exclusive responsibility for the costs and over the manner in which its employees and/or independent contractors perform the transportation service, including the equipment provided.
3. Rates, Charges, and Payment Terms.
 - (a) Shipper shall pay Carrier, within _____ days of the invoice date, the amounts calculated in accordance with the schedule of rates and charges attached hereto as Appendix B, including any written supplements thereto, and as otherwise set forth in this Agreement. In the event that it is discovered by the parties that Appendix B does not include a rate for a shipment handled by Carrier, the Parties shall agree to a mutually acceptable rate which shall then be invoiced and paid in accordance with this Agreement. No offsets may be taken against invoiced charges. Carrier shall apply Shipper's

payment to the amount due for the specified invoice, regardless whether there are earlier unpaid invoices. Carrier may assess a service charge of ____% per month (or the highest lawful rate, if less) for any delayed payments.

(b) On billings to third parties (including consignees on collect shipments), Shipper, as the contracting party with Carrier, will remain responsible for all freight and related charges for transportation under this Agreement. As an accommodation to Shipper, Carrier shall bill a third party upon notice on the freight documentation the Parties utilize, but Shipper agrees to guarantee payment and stand as primary debtor. Carrier shall: (i) advise Shipper if third party payment is not made within thirty (30) days of billing; (ii) assign to Shipper any rights Carrier may have to collect freight charges from the third party; and (iii) cooperate with Shipper in any collection proceeding instituted by Shipper, with the understanding that Carrier will be reimbursed reasonable expenses of so doing. Shipper will pay the third party freight bill within thirty (30) days of the assignment provided above.

(c) If Shipper does not pay the invoiced amounts, Carrier must commence civil action or final and binding arbitration proceedings to recover such invoiced amounts within eighteen (18) months of delivery or tender of delivery of the shipments involved. If Carrier alleges undercharges, or Shipper alleges overcharges, duplicate payment, or overcollection, notice of such claims or unidentified payments must be given within 180 days of receipt of the invoice and a civil action or arbitration proceeding must be filed within eighteen (18) months of delivery or tender of delivery of the shipments involved. The processing, investigation, and disposition of overcharge, unidentified payment, duplicate payment, or overcollection claims shall be governed by present federal regulations codified at 49 C.F.R. Part 378.

4. Freight Documentation. The Uniform Freight Documentation form set forth as Appendix D, if any, may be utilized by the Parties. The terms and conditions of this Agreement shall prevail over those appearing on that form or any other form(s) used by the Parties for the delivery of freight and in no event shall Carrier's tariff, service guide, or any similar document apply to services performed pursuant to this Agreement. Any form(s) used by the Parties shall only be used for the purpose of documenting the pick-up and delivery of freight. Either Party, at its option, may supply any document required by or referenced in this Agreement in either paper or electronic form (including, but not limited to, an electronically imaged, faxed, photocopied, or online posted version), and any such version shall be sufficient for all purposes under this Agreement. Unless specifically agreed to by the Parties, any joint movement involving another transportation entity to or from a point outside the U.S. shall not be considered as moving on a "through" bill of lading. Carrier agrees not to subcontract, broker, interline, or to use "substituted services" by rail or motor carrier without the specific approval of Shipper. If for any reason this is done without permission,

Carrier shall be liable to Shipper for any cargo loss, damage, or injury to the same extent as if Carrier performed the service.

5. Insurance. Carrier shall maintain during the term of this Agreement (a) workers' compensation insurance as required by applicable state law, (b) automobile and property damage liability insurance with limits of liability of not less than \$_____ per occurrence, (c) cargo insurance to cover damage to or loss of cargo in the amount of \$_____ per occurrence, and (d) general liability insurance with limits of liability of not less than \$_____ per occurrence. The required insurance shall, as applicable, be "Broad Form." Upon request, Carrier will furnish Shipper with a certificate of insurance from a reputable insurance company evidencing such insurance. Carrier will request that its insurance company provide 30 days' advance notice to Shipper prior to cancellation of such insurance. Neither Party waives any right to subrogation it or its insurers may have arising out of service provided pursuant to this Agreement. Notwithstanding the foregoing, if Carrier meets all applicable federal requirements, Carrier may self-insure. Upon request, Carrier shall furnish Shipper with proof of self-insurance.

6. Cargo Liability.

(a) Carrier shall be liable to Shipper for loss or damage to lading in accordance with the Carmack Amendment as currently codified at 49 U.S.C. § 14706 and as amended from time to time. Carrier's possession of lading under this Agreement shall begin when Carrier has executed the freight documentation form for such lading and shall terminate upon the lading being tendered for delivery to Shipper's consignee.

(b) Carrier's monetary liability will be limited to the amount of cargo insurance provided in Section 5 above, and shall be further limited to \$___ per package/per pound. If Shipper wishes for Carrier to accept additional liability, Shipper may do so by asserting that the value of lading on a particular shipment shall exceed this amount. Shipper shall advise Carrier of such declaration at least twenty-four (24) hours before the time of tendering a load. Carrier may refuse the load, but if it accepts the load, Carrier shall be responsible for the full value of such shipment up to the amount of the value declared by Shipper. In exchange, Shipper shall be charged additional freight charges by Carrier which shall be paid by Shipper in accordance with the normal payment procedures set forth in this Agreement. Shipper also shall note any separately agreed value on the freight documentation form referenced in Section 4 above, or on any other documentation applicable to the shipment. If the freight Shipper tenders consistently exceeds the amount of cargo insurance provided in Section 5 above, the Parties may agree in writing to an alternate cargo insurance amount, which will be reflected in freight charges otherwise assessed.

(b) Claims for loss or damage to lading must be filed in writing by Shipper within nine (9) months from date of delivery, or scheduled

date of delivery for lost lading, or in the absence of a scheduled delivery date, the filing period shall begin after a reasonable time has elapsed for delivery, and a civil suit or arbitration proceeding shall be commenced by Shipper within two (2) years from the date Carrier gives Shipper written notice Carrier is disallowing the claim or any part of it. Claims will be filed and resolved in accordance with federal regulations codified at 49 C.F.R. Part 370.

- (c) Subject to the limitations set forth herein, the measure of damages for loss of or physical damage to the cargo shall be the invoice value of the lading, or in the absence of an invoice, wholesale destination value. Carrier also shall be liable for the reasonable costs of the Shipper to mitigate its damages.
- (d) In no event shall Carrier be liable to Shipper or anyone else for special, incidental, or consequential damages that relate to loss, damage or delay to a shipment. In no event shall Carrier be liable to Shipper or anyone else for punitive or exemplary damages that relate to loss, damage or delay to a shipment.

7. Refused Shipment-Warehouseman Liability. If the consignee refuses the lading tendered by Carrier or if Carrier is unable to deliver the lading because of fault or mistake of Shipper or the consignee, or if Shipper advises and instructs Carrier to stop movement of the lading and to hold it in transit, Carrier's liability thereafter immediately shall be that of a warehouseman under applicable state law. Carrier's liability as a warehouseman under this section shall not be affected by Carrier's failure to issue a warehouse receipt. The procedures which Carrier agrees to and will take as a warehouseman involve the use of ordinary care to keep the lading in a safe or suitable place or to store the lading properly. Carrier shall (a) attempt to give Shipper notice as soon as possible if the foregoing occurs, (b) place the lading in public storage, if available, unless Carrier receives contrary disposition instructions from Shipper within twenty-four (24) hours, and (c) if disposition instructions are not given by Shipper within ten (10) days of Carrier's initial notification to Shipper, Carrier may offer the lading for public sale. In the case of perishable lading, Carrier may dispose of the lading at a time and in a manner Carrier deems appropriate. Shipper will be responsible for storage costs and reasonable costs Carrier incurs in acting as a warehouseman. To the extent any sale or disposal revenues exceed the storage costs and the costs Carrier incurs as a warehouseman, Carrier shall remit the balance to Shipper. If Shipper gives Carrier timely disposition instructions, Carrier shall use any commercially reasonable steps to abide with such instructions. Shipper will pay Carrier's costs and any additional transportation costs Carrier incurs in doing so.
8. Sealed Shipment. If Shipper loads and seals the lading in or on the trailer and Carrier does not have the opportunity to count the lading being loaded and the seal is intact upon delivery, Carrier shall be absolved from any liability for shortages or any damage to the lading except when proximately caused by independent action of Carrier. Such absolution of liability will also occur if (i) the seal is broken at the direction and under the supervision of an agent of a body politic, or (ii) trailers are preloaded and the adequacy of loading or count of such trailer is not practical by a representative of

Carrier. Carrier agrees that if a seal is broken and an inspection made by an agent of a body politic, its operator or other representative will take all reasonable steps to secure the count, safety, and integrity of the lading. These steps will include requesting that the body politic reseal the trailer and/or make appropriate notation on the freight documentation form. Carrier may break the seal on a trailer if, upon Carrier's determination or that of its operator or other representative, it becomes reasonably necessary to do so to inspect, reposition, or protect the lading or Carrier's equipment or to comply with federal, state, municipal, or provincial laws, rules, and regulations. Shipper or the consignee may not refuse delivery of a shipment solely because the seal on a trailer is broken and if it does so, Carrier shall not be responsible for any cargo loss or damage claim arising from such load.

9. Salvage. Shipper will have the right reasonably to determine to repair, repackage, salvage, or scrap damaged lading. If Shipper elects to salvage lading, Shipper shall notify Carrier to return the lading to Shipper or allow Carrier to dispose of the lading. If salvage is sought, at least two independent bids shall be obtained, and the highest bid accepted. Any monies received in salvage, whether accomplished by Carrier or Shipper, will be credited, if applicable, against any amount Carrier may otherwise be responsible for in terms of the damages. Shipper may condition salvage upon the removal of all identifying marks or labels or the lading being permanently marked as "*damaged*" or with a similar notation. If Carrier is retained by Shipper to return the damaged lading for repair, salvage, or scrapping, Shipper agrees to pay Carrier freight charges otherwise provided in this Agreement, or at a negotiated rate to be reduced to writing, without prejudice to recovery of such freight charges as damages. Damaged lading will not be scrapped unless repair and/or salvage is not feasible. If Carrier salvages the lading, Carrier may bill a reasonable charge for doing so against salvage receipts.
10. Indemnification.
 - (a) Carrier shall defend, indemnify, and hold Shipper and its employees and agents harmless from and against all claims, liabilities, losses, damages, fines, penalties, payments, costs, and expenses (including, without limitation, reasonable legal fees) caused by and resulting from (i) the negligence or intentional misconduct of Carrier or its employees or agents, or (ii) Carrier's or its employees' or agents' violation of applicable laws or regulations.
 - (b) Shipper shall defend, indemnify, and hold Carrier and its employees and agents harmless from and against all claims, liabilities, losses, damages, fines, penalties, payments, costs, and expenses (including, without limitation, reasonable legal fees) caused by and resulting from (i) the negligence or intentional misconduct of Shipper, its employees, or agents, or (ii) Shipper's or its employees' or agents' violation of applicable laws or regulations.

(c) In the event such claims, liabilities, losses, damages, fines, penalties, payments, costs, and expenses (including, without limitation, reasonable legal fees) are caused by the joint and concurrent negligence of the Parties, or the Parties and a third party, the indemnity obligations for such claims, liabilities, losses, damages, fines, penalties, payments, costs, and expenses (including, without limitation, reasonable legal fees) shall be borne by each Party in proportion to its degree of fault.

(d) In no event shall either Party be liable to the other under this Section 10 to the extent damages are incidental, consequential, special, punitive, or exemplary. Any indemnified party under this Section 10 shall promptly tender the defense of any claim to the indemnifying Party. Carrier's liability for cargo damage shall be governed by Section 7 above.

11. Legal Restraint or Force Majeure. In the event performance by one Party is affected by any cause beyond the reasonable control of such Party, including without limitation, fire, labor strife, riot, war, weather conditions, acts of the public enemy, acts of God, acts of terrorism, local or national disruptions to transportation networks or operations, material equipment repairs, fuel shortages, governmental regulations, or governmental request or requisition for national defense, and provided that the applicable cause is not attributable to the acts or omissions of such Party, and such Party is taking reasonable measures to remove or mitigate the effects of the applicable cause, then the running of all periods of time mentioned herein and the performance of all obligations required herein shall be suspended during the continuance of such interruption, and such Party shall promptly notify the other Party of such interruption. Such period of suspension shall not in any way invalidate this Agreement, but on resumption of operations, any affected performance by such Party shall be resumed. Carrier shall be permitted an extension period equal to the period of suspension to complete shipments adversely affected by the suspension. No liability shall be incurred by either Party for damages resulting from such suspensions.
12. Captions. The captions set forth in this Agreement are for convenience only and shall not be considered a part of this Agreement nor affect in any way the meaning of the terms and provisions hereof.
13. Successors and Assigns; Other Parties. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. This Agreement may not be assigned by either Party without the written consent of the other Party, except to any wholly-owned subsidiary of such Party and, except in the case of Carrier, an assignment in connection with the sale of substantially all of the assets of Carrier or merger by Carrier with or into another entity.
14. Entire Agreement. This Agreement and the attached Appendices constitutes the entire agreement between the Parties hereto and supersedes all prior agreements, representations, warranties, statements, promises, information, arrangements, and understandings, whether oral, written, expressed, or implied, with respect to the subject matter hereof.

15. Amendments. No amendment or modification of the terms of this Agreement shall be binding unless in writing and signed by the Parties.
16. Severability. Any term or provision of this Agreement that is held to be invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.
17. Waiver. No waiver of any right, power, or privilege hereunder shall be binding upon any Party unless in writing and signed by or on behalf of the Party against which the waiver is asserted.
18. Counterparts. This Agreement may be executed in one or more counterparts, any or all of which shall constitute one and the same instrument.
19. Governing Law. The Parties desire that the provisions of this Agreement will have precedence over any federal or state provisions governing or dealing with the specific provisions of this Agreement. The Parties agree that pursuant to 49 U.S.C. § 14101(b)(1) they expressly waive any and all rights and remedies under the Interstate Commerce Commission Termination Act and Interstate Commerce Act as amended, and regulations promulgated thereunder, including Part B of Subtitle IV Interstate Transportation, 49 U.S.C. § 13101, et seq. (the "Acts") to the extent that they are inconsistent with or otherwise conflict with the provisions of this Agreement. No Party shall challenge any provision of this Agreement on the ground that any such provision or provisions violates the waived rights and remedies under the Acts. To the extent no conflicts exist with this Agreement or federal law, the law of the State of Florida.
20. Dispute Resolution. The Parties agree that this Agreement is being entered into in good faith and that if a dispute arises in its application or interpretation that:
 - (a) They shall attempt to resolve said dispute between themselves or upon mutual agreement by the intervention of an experienced mediator and upon the terms and cost allocation agreed upon.
 - (b) If a dispute is not resolved voluntarily, good faith considerations shall be given to submitting the dispute to final and binding arbitration under the Commercial Rules of the American Arbitration Association before a single arbitrator at a point mutually agreed upon or if no point is agreed upon at the offices of the Association which is approximately equal distance from the headquarters of the Parties. The award of the arbitrator may be enforced in any court of competent jurisdiction.
 - (c) If arbitration is not agreed to, or if the dispute involves a remedy not otherwise available in arbitration such as, but not limited to, injunctions, criminal penalties, or certain equitable relief, civil action may be pursued subject to the following: (i) jury trials are waived by

the Parties; (ii) service by certified mail to the persons specified as being entitled to notice under this Agreement and to the address shown shall constitute valid and binding service of process; and (iii) any such action must be brought exclusively in a court of proper jurisdiction in the state of Florida as the parties hereby submit to the personal jurisdiction of such courts and waive any right to bring any such suit in any other jurisdiction.

- 21. Confidentiality. The Parties shall keep in confidence and not disclose to any third party (a) the terms of this Agreement, and (b) any confidential or proprietary information either learns about the other Party, such as, but not limited to, the rates, value, origin, destination, or consignee of any shipment made hereunder. The Parties may disclose such terms and information to the extent required by law, to obtain financing, to substitute service providers to the extent necessary to provide such substitute service, or to auditors retained for the purpose of assessing the accuracy of freight bills.
- 22. No Use of Name. Neither Party may use the other's name, trademarks, or trade names, or those of its subsidiaries or affiliates, in any manner, especially advertising, without the other's expressed written consent, which may be withheld in such Party's sole discretion.
- 23. Compliance with Laws and Regulations. The Parties shall at all times comply with all applicable federal, state, municipal, and provincial laws, rules, and regulations including, but not limited to, the federal and state safety regulations. In the event Carrier, through no fault of its own, is delayed or removed from service by or because of an inspection by any body politic, Carrier shall not be deemed in breach of this Agreement, nor shall it suffer any liability or penalty under the terms of this Agreement.
- 24. Commentaries. Under no circumstances shall any of the commentaries to this Agreement be considered a part hereof.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by a duly authorized officer effective as of the date first above written.

CARRIER

SHIPPER

Name: _____

Name: _____

By: _____

By: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

INFORMATION FOR NOTICES

Address: _____

Address: _____

Fax: _____

Fax: _____

Attention: _____

Attention: _____

SCOPE OF SERVICE

COMMENTARY

The service terms contained in a motor carrier/shipper agreement will vary substantially depending on the types of services being provided and the particular circumstances of the carrier-shipper relationship. Service terms should include as much detail as possible so that each party understands its rights and obligations. The following are some of the issues that should be considered when drafting service terms:

- description of commodities to be handled
- types and specifications of equipment to be used in performing the transportation services;
- minimum and/or maximum number of loads to be tendered;
- loading and unloading services to be performed, if any
- safety requirements;
- technology requirements for transmitting information and documents electronically;
- procedures for reporting delayed shipments;
- on time delivery standards;
- billing procedures and payment methods;
- procedures for performance reviews;
- procedures for tender of freight;
- specific pick-up and delivery requirements;
- procedures for authorizing a return or reconsignment;
- delivery confirmation requirements;
- on site offices;
- security;
- trailer spotting; and
- tracking and tracing requirements.

FREIGHT CHARGES
ACCESSORIAL and MISCELLANEOUS CHARGES

1. Basic Freight Charges. The Parties agree that Carrier shall be paid for its transportation services in accordance with the attached price list, which can only be changed by the written agreement of the Parties. The attached price list applies only to the commodities subject to this Agreement. If no commodities are specifically identified in this Agreement or if Shipper tenders commodities other than those identified in this Agreement, Shipper shall notify Carrier at least twenty-four (24) hours before the time of tendering a load that has a value exceeding \$_____, and Carrier shall have the right to refuse any such load.

2. Mileage Computation. If any payment is specifically based on a mileage basis, mileage will be determined by the practical mileage route determined by the following software_____. New versions of this software will not automatically be adopted under this Agreement, and must be specifically agreed to by the Parties in writing.

If governmental restrictions prescribe specific routes to be used or avoided because of the size and/or weight of the shipment, the nature of the lading being transported, or there exist unusual road conditions, Shipper will pay the additional mileage required to complete delivery. If freight charges are not described on a mileage basis, the following mileage charge may be assessed by Carrier for excess mileage: \$ _____ per mile.

3. Fuel Surcharge. Freight charges will be subject to a fuel surcharge which will be billed as a separate charge on freight bills. The charge will be adjusted up or down each Monday by the cost per mile adjustment listed on the matrix attached as Appendix C.

4. Applicability to Commercial Zone.
 - (a) If rates are based on zip codes as a territorial description, they shall include the geographical area encompassed by the zip code destinations of the United States Postal Service.

 - (b) If rates are specified to a particularly stated origin and/or destination, they shall not include or apply the commercial zone of the points.

If rates are intended to include commercial zones, the Parties initial and agree that the commercial zone will be determined as set forth in 49 C.F.R. Part 372. Carrier ____
Shipper ____

5. Payments. All payments, whether involving a domestic or international shipment shall be made in U.S. currency and at U.S. rate of exchange.

6. Congestion Security. Recognizing that certain geographical areas of operations involve extreme congestion or delays for homeland security hindering efficient and economical operations, Shipper agrees to pay \$ _____ for each shipment originating from or destined to (i) New York City, New York; Long Island, New York, and (ii) the commercial zone of each, including all areas within the zip codes ranging from 10001 through 11999.
7. Detention of Trailer With Tractor. Upon Carrier's offering of a trailer with tractor for loading or unloading, Shipper or Shipper's consignee, as the case may be, shall be allowed, without charge, _____ hours to complete such loading or unloading and release the equipment for dispatch. If Shipper or Shipper's consignee fails to complete the loading or unloading and release the equipment for dispatch within the _____ hour period, Shipper shall pay Carrier a detention charge of \$____ per hour for each hour or fraction thereof in excess of the _____-hour period, up to a maximum of \$____ per twenty-four hour period following the expiration of the _____-hour period. Shipper shall use the trailer with tractor for the sole purpose of loading and/or unloading the lading within the scope of this Agreement.
8. Detention of Trailer Without Tractor. Upon Carrier's offering of a trailer without a tractor for loading or unloading, Shipper or Shipper's consignee, as the case may be, shall be allowed _____ hours to complete such loading or unloading. If Shipper fails to tender the trailer to Carrier, either loaded and ready for dispatch on behalf of Shipper or unloaded and ready for dispatch by Carrier as it desires within the _____ hour period, Shipper agrees to pay Carrier a detention charge of \$____ per hour for each hour or fraction thereof in excess of the _____ hour period, up to a maximum of \$____ per twenty-four hour period following the expiration of the _____ hour period. Shipper shall use the trailer without a tractor for the sole purpose of loading and/or unloading the lading within the scope of this Agreement.
9. Tractor Ordered and Not Used. If Shipper requests that a tractor with operator be made available and cancels its request, Shipper shall pay Carrier a charge of \$____ per mile for each mile the tractor and driver traveled to be available for Shipper before Carrier was notified, if at all, plus \$____ per hour until the tractor is re-dispatched, up to an aggregate maximum of \$____. If a tractor and operator are not used within _____ hours of the time they are made available to Shipper, Carrier shall have the right to re-assign its tractor and operator and collect the charges set forth above. In no event shall Shipper use such tractor and operator for a period greater than _____, without the written authorization of Carrier.
10. Determination of Detention Period. For purposes of determining the number of hours and/or days that a tractor, trailer, or operator is detained by Shipper or Shipper's consignee for loading or unloading, Carrier may use, in its reasonable discretion, any reliable method of determining the date and time that a tractor, trailer, or operator is offered for loading or unloading including, without limitation, a signed bill of lading or delivery receipt, Qualcomm report, satellite communication, or on-board tracking device. Holidays and weekends shall be counted in determining the length of any detention period.

11. Reconsignment. If Shipper reconsigns or otherwise changes the destination of a shipment prior to delivery, the applicable rate shall be the rate that would be applied had Carrier been originally directed to deliver the shipment to the new destination via the location where the shipment was located at the time it was reconsigned, plus a reconsignment charge equal to the greater of \$ _____ or \$ _____ per additional mile required by virtue of the reconsignment. If a shipment is reconsigned or otherwise assigned a new destination at the time of delivery, the applicable rate shall be the rate that would apply to a new shipment from the point of delivery to the new destination, and Carrier shall bill for the reconsigned shipment as though it were two separate deliveries.
12. In-Transit Stop-Off / Drop Charges. A single shipment may be stopped at the direction of Shipper for partial loading or partial unloading; provided, however, that in the event of any in-transit stop at the direction of Shipper or Shipper's consignee, Shipper shall pay Carrier, in addition to other freight charges due (a) \$ _____ per mile required to be deviated from the most practical route otherwise to be traversed from origin to destination and (b) \$ _____ per hour or fraction thereof which is taken per partial loading or unloading, with a total minimum charge of \$ ____.
13. Tracking and Tracing. Carrier, to the best of its capabilities, shall make available in-transit load position and related load delivery status and tracing information. For information provided by Carrier in response to Shipper's inquiry by telephone, e-mail, or other method requiring personal contact and response, Shipper shall pay an amount equal to \$ _____ per usage, after _____ uses per load.
14. Loading and Unloading. If the services Carrier agrees to perform under this Agreement include loading and unloading, Carrier only shall be responsible for loading and unloading to the extent such services can be physically performed without mechanical assistance.

If Shipper or Shipper's consignee requires the use of a lumper (third-party loader or unloader), Shipper will be responsible for the payment of such lumping or guarantee the payment of any actual charges Carrier may incur and pay Carrier an administrative fee of \$ ____.

If any loading and/or unloading is done by an operator of Carrier beyond the tailgate, including sorting or stacking or similar service, Carrier will be paid \$ _____ per hour or fraction thereof
15. Billing Weight. If freight charges are to be assessed in whole or part on billing weights, such weights shall be based on scale weight except that uniform or standard weights may be billed at average weight subject to verification by Carrier. Weight shall include protective materials used by Shipper in preparing the lading for shipment.
16. Exclusive Use of Vehicle. If the freight Shipper tenders does not fill the capacity of the trailer Carrier furnishes and additional freight of another shipper may be hauled without jeopardizing the integrity of the freight Shipper tendered, Carrier may utilize such additional freight unless Shipper indicates that exclusive use of the vehicle is desired. Carrier may assess a \$ _____ charge if Shipper requests exclusive use of the trailer.

17. Permits. Carrier shall secure any permits for any over-dimensional or overweight load and Shipper agrees that Carrier may bill Shipper the actual cost of any permits or those costs for the use of any required escort vehicles. If the over-dimensional or overweight movement requires the payment of tolls over normal truckload tolls, Shipper shall absorb the difference in charges.

18. Redelivery Charges. If a delivery cannot be accomplished through no fault of Carrier, Carrier shall notify Shipper and request redelivery instruction from Shipper, and if redelivery is made, the following charges may be assessed to Shipper:

- (a) Same day redelivery \$ _____
- (b) Overnight detention \$ _____
- (c) Operator per diem charge \$ _____
- (d) Redelivery charge \$ _____

If delivery cannot be accomplished within ___ hours, Carrier shall assume the role of a warehouseman as to such lading.

19. Trailer Pools. If Shipper desires to have trailers stationed at a facility for convenience in loading and unloading, the Parties will negotiate in good faith on the number of vehicles to be assigned and Shipper agrees that if a trailer is not used in transportation for Shipper, without fault of Carrier, for a period in excess of _____ days, Shipper will pay Carrier \$ _____ per day until usage occurs.

20. Split Pickups on Shipper Premises. If Carrier is required to make pickups at two or more sites on a premises, an additional charge of \$ _____ per pickup, exclusive of the initial pickup will be assessed to Shipper

FUEL SURCHARGE PROGRAM

The fuel surcharge shall be determined by reference to (i) the U.S. Department of Energy ("DOE") diesel fuel price (i) national average, or (ii) regional PAD average from which the shipment originates if the price per gallon of diesel fuel in such regional PAD is more than \$0.05 higher than the national average. Shipper will pay a fuel surcharge of \$____ per mile for each \$____ per gallon increase above a base of \$____ per gallon.

Therefore, the following schedule will apply:

<u>DOE Price</u>	<u>Surcharge</u>	<u>DOE Price</u>	<u>Surcharge</u>
Up to ____	None	____ to ____	____ /mile
____ to ____	____ /mile	____ to ____	____ /mile
____ to ____	____ /mile	____ to ____	____ /mile
____ to ____	____ /mile	____ to ____	____ /mile
____ to ____	____ /mile	____ to ____	____ /mile
____ to ____	____ /mile	____ to ____	____ /mile
____ to ____	____ /mile	____ to ____	____ /mile
____ to ____	____ /mile	____ to ____	____ /mile
____ to ____	____ /mile	____ to ____	____ /mile
____ to ____	____ /mile	____ to ____	____ /mile
____ to ____	____ /mile	____ to ____	____ /mile
____ to ____	____ /mile	____ to ____	____ /mile
____ to ____	____ /mile	____ to ____	____ /mile
____ to ____	____ /mile	____ to ____	____ /mile

The same formula will be used should the index reach or exceed \$____. Adjustments will be made each Monday based upon the weekly DOE price .

Carrier will pay a fuel rebate of \$____ per mile for each \$____ per gallon decrease below a base of \$____ per gallon. Therefore, the following schedule will apply:

<u>DOE Price</u>	<u>Surcharge</u>	<u>DOE Price</u>	<u>Rebate</u>
Down to ____	None	____ to ____	____ /mile
____ to ____	____ /mile	____ to ____	____ /mile
____ to ____	____ /mile	____ to ____	____ /mile
____ to ____	____ /mile	____ to ____	____ /mile
____ to ____	____ /mile	____ to ____	____ /mile
____ to ____	____ /mile	____ to ____	____ /mile
____ to ____	____ /mile	____ to ____	____ /mile
____ to ____	____ /mile	____ to ____	____ /mile
____ to ____	____ /mile	____ to ____	____ /mile
____ to ____	____ /mile	____ to ____	____ /mile
____ to ____	____ /mile	____ to ____	____ /mile

The same formula will be used should the index reach or exceed \$____ and reach or fall below \$____. Adjustments will be made each Monday based upon the weekly DOE price .

APPENDIX D

**[Parties may attach the following Uniform Freight Documentation as Appendix D
or substitute their preferred freight documentation]**