

## CONTRACT FOR TRANSPORTATION OF PROPERTY

BETWEEN CCS LOGISTICS LLC, AND

THIS AGREEMENT is made this day of \_\_\_\_\_ by and between CCS Logistics Inc and \_\_\_\_\_

### Recitals

A. CCS Logistics LLC is a licensed transportation broker, which is active engaged in the business of soliciting freight on behalf of \_\_\_\_\_ and other contract carrier for the transportation in accordance with the distinct needs of its customer.

B. Carrier is authorized to operate in interstate and/or intrastate commerce and is qualified competent and available for the transportation services required by CCS Logistics Inc.

### Agreement

1. TERM: Term of this Agreement shall be for one.(1) year and. shall automatically renew for successive one (1) year periods: provided, however, that this Agreement may be terminated at any given time by giving thirty (30) days prior 'written notice.

### 2. CARRIER'S OPERATING AUTHORITY AND COMPLIANCE WITH LAW,

CARRIER represents and warrants that it does not have 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

3. PERFORMANCE OF SERVICES, CARRIER's service under this Agreement are specifically designed to meet the distinct need of CCS Logistics LLC under the specified rates and conditions set forth herein. CARRIER shall transport all shipments provided under this Agreement without delay, and all occurrences, which would be probable or certain to cause delay, shall.be immediately communicated to CCS Logistics INC by CARRIER- THIS Agreement does not grant CARRIER an exclusive right to perform the transportation-related services for CCS Logistics INC or its customers.

4. RECEIPTS AND BILLS OP LADING Each shipment hereunder shall be evidenced by a Uniform (Standard) Bill of Lading naming CARRIER as the transporting carrier. Upon delivery of each shipment made hereunder, CARRIER shall obtain a receipt showing the kind and quality of such shipment at the destination specified by provisions of the bill, of lading, manifest or other form of receipt to be signed by the consignee. Any terms, conditions and provisions of the bill of lading, manifest or other form of receipt or contract shall be subject and subordinate to the terms, conditions and provisions of this Agreement CARRIER shall notify BROKER immediately of any exception made on the bill of lading or delivery receipt

5. CARRIER'S OPERATIONS, CARRIER shall, at its sole cost and expense: (a) furnish all equipment necessary or required for the performance of its obligations hereunder, (b) pay all expensed 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 personnel CARRIER shall have full

control of such personnel; shall perform the services hereunder as an independent contractor, and shall assume complete responsibility for all state and federal taxes, assessments, insurance (including, but not limited to, worker's compensation, unemployment compensation, disability, pension and social security insurance) and any other financial obligations arising out of the 'transportation performed hereunder.

6. INDEMNITY, CARRIER shall defend, indemnify and hold BROKER harmless from and against all lost, liability, damage, claim, fine, cost, or expense, including reasonable attorney's fees, arising out of or in any way related to the performance or breach of the Agreement by CARRIER, its employees or independent contractors working for CARRIER (collectively, the "Claims"), including but not limited to personal injury (including death), property damage and CARRIER'S possession, use, maintenance, custody or operation of the Equipment, provided however, that CARRIER'S Indemnification and hold harmless obligations under this paragraph will not apply to any portion of such claim attributable to the tortious conduct of BROKER.

7. INSURANCE, CARRIER shall procure and maintain, at its sole cost and expense, the following Insurance coverage's:

i. Comprehensive General Liability with a minimum combined single limit of not less than ONE MILLION DOLLARS (\$1,000,000.00) EACH OCCURRENCE. Such insurance policy includes coverage for bodily injury, property damages, premises/operations, products/completed operations; contractual independent contractors, board from property damages, and personal injury. Such policy or policies shall include cross liability (severability of interest), and shall name BROKER as additional insured.

ii. Commercial Automobile Liability Insurance with a combined single limit of not less than ONE MILLION DOLLARS (\$1,000,000.00) each Occurrence with respect to all vehicles owned, non-owned, hired, or assigned to transport shipment on behalf of BROKER Such insurance policy shall include coverage for any and all liabilities for personal injury, (including death) and property damage arising out of the ownership, maintenance, use of operation, including loading and unloading of equipment by CARRIER under this Agreement

iii. All Risk Broad Form Motor Truck Cargo Legal Liability insurance in an amount not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for each occurrence. Such insurance policy shall name CARRIER and BROKER as insured and provide coverage to BROKER, the Customer or the owner and/or consignee for any loss, damage or delay related to any property coming into the possession of CARRIER under this Agreement The coverage provided under the policy shall have no exclusions or restrictions of any type that would foreseeably preclude coverage relating to cargo claims.

iv.. CARRIER shall furnish to BROKER written certificates obtained from the insurance CARRIER showing that such insurance has been procured, is being properly maintained, the expiration date, and specifying that written notice of cancellation or modification of the policies shall be given to BROKER at least thirty (30) days prior to such cancellation or modification. Upon request, CARRIER shall provide BROKER with copies of the applicable insurance policies.

8. FREIGHT LOSS, DAMAGE OR DELAY, CARRIER shall have the sole exclusive care, custody and control of the Customer's property from the time it is delivered to CARRIER for the transportation until delivery to the consignee accompanied by the appropriate receipts as specified in Paragraph 4. CARRIER assumes the liability of a common carrier (i.e. Camack Amendn2ent liability) for loss, delay, and damage to destruction of any and all Customer's goods or property while under CARRIER'S care, custody or control. CARRIER. Shall pay to BROKER, or allow BROKER to deduct from the amount BROKER owes CARRIER, Customer's full actual loss for the kind and quantity of commodities so-lost; delayed, damaged, or destroyed. Carrier shall be liable to BROKER- for all economic loss, including consequential damages that are incurred by BROKER or the Customer for any freight loss, damage, or delay claim. Payments by CARRIER to BROKER or its customer, pursuant to the provisions of this section, shall be made within thirty (30) days following receipts by CARRIER of BROKER's or Customer's Invoice and supporting documentation for the claim.

9. WAIVER OF CARRIER'S LEN ,CARRIER shall not withhold any goods of the Customer on account of any dispute as to rates or any alleged failure of BROKER to pay charges incurred under this Agreement CARRIER is relying upon the general credit of BROKER and hereby waives and releases all liens, which CARRIER. Might otherwise have to any goods of BROKER or its Customer in the possession or control of CARRIER.

10. PAYMENTS, CARRIER will charge and BROKER will pay for transportation Services performed under this Agreement the rates and charges as shown on separate Rate Confirmation Sheets to be signed and agreed to by Carrier and Broker before each shipment tender this Agreement. CARRIER represents and warrants that there are no other applicable rates or charges except those established in this agreement or in any Rate Confirmation Sheet signed by BROKER Payments by BROKER will be made within twenty-one (21) days of receipt by BROKER from CARRIER's freight bill of Lading, clear delivery receipt and any other necessary billing documents enabling BROKER to ascertain that service has been provided at the agreed upon charge. In the event service is provided and it is subsequently discovered that there was no applicable rate in the existing Schedule of rates or Supplements, the parties agree that the ±ate paid by BROKER and collected by CARRIER shall be the agreed upon contract rate. CARRIER agrees that BROKER has the exclusive right to handle all billing of freight charges to the Customer for the transportation service provided herein, and as such, CARRIER agrees to refrain from all collection efforts against the shipper, receiver, cosigner, or the Customer. CARRIER further agrees that BROKER has the discretionary right to offset any payments owed to CARRIER hereunder for liability incurred by Carrier pursuant to Section & of this Agreement.

11. SUB-CONTRACT PROIBITION, CARRIER specifically agrees that all freight tendered to it by BROKER 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 form. Arrange for the freight to be transported by a third party without the prior written consent of BROKER.

12. ASSIGNMENT / MODIFICATION /BENEFIT OF AGREEMENT. This

Agreement may not be assigned or transferred in whole or in part, and supersedes all other agreements and all tariffs, rates, classifications and schedules published, filed or otherwise maintained by CCS Logistics LLC. This agreement shall be binding upon and ensure to benefit of the parties hereto.

13 .SEVERABILITY, In the event that the operation of any portion of this agreement results in any violation of any law, the parties agree that such portion shall be severable that the remaining provisions of the Agreement shall continue in full force and effect.

14. WAIVER, Carrier and Shipper expressly waive any and all rights and remedies allowed under 49 Usc & 14101 to the extent that such rights and remedies conflict with this Agreement. Failure of CCS Logistics LLC to insist upon Carrier’s performance under this agreement or to exercise any right or privilege shall not be a Waiver of any Brokers rights or privileges herein.

15. DISPUTE RESOLUTION This Agreement shall be deemed to have been drawn in accordance with the statutes and laws of the State of Arkansas and in the event of any disagreement or dispute, the internal Laws of such shall apply without reference to its choice-of-law rules.

16. CARRIER shall not solicit traffic from any shipper, consignor, consignee or customer of CCS Logistics LLC where the availability of such traffic first became known to CARRIER as a result CCS Logistics LLC efforts, or where the traffic of the shipper, consignor, consignee, or customer of CCS Logistics LLC was first tendered to CARRIER by CCS Logistics LLC. If CARRIER breaches this agreement and back-solicits CCS Logistics LLC customers, and /or obtains traffic from such a customer CCS Logistics LLC is then entitled for a period of (15) fifteen months after the involved traffic begins to move, to a commission from CARRIER of Twenty Percent (20%) of the transportation revenue received on the movement of the traffic as liquidated damages. Termination of this contract shall not effect the enforceability and applicability of the foregoing provisions of this clause for a period of fifteen (15) months after termination.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective names by their duly authorized representatives as of the date first above written.

CCS Logistics LLC

\_\_\_\_\_

Carrier

Signature

Signature\_\_\_\_\_

Print Chris Simpson

Print\_\_\_\_\_

Title Dispatch

Title\_\_\_\_\_

Address P0 Box 640

Address\_\_\_\_\_

City/State Conway Ar 72033

City/State\_\_\_\_\_

Fax No. 501-329-8672

Fax no.\_\_\_\_\_

FIN NO, 20-2175405

FIN NO\_\_\_\_\_

MC# 459370

MC#

CARRIER REFERENCES

Company name\_

Address\_\_\_\_\_

Contact \_\_\_\_\_

Phone \_\_\_\_\_

Company name

Address \_\_\_\_\_

Contact\_\_\_\_\_

Phone \_\_\_\_\_

Company name

Address \_\_\_\_\_

Contact\_\_\_\_\_

Phone \_\_\_\_\_