

CO-BROKER AGREEMENT

This Agreement is entered into between Boost Transport, LLC, 2110 Chicopee Mill Road, Suite A, Gainesville, GA 30504 (hereinafter referred to as “Boost”) and _____, [Address] _____ (hereinafter referred to as “Broker”).

RECITALS

WHEREAS, Boost is a properly licensed property broker conducting operations in Docket No. MC-1014378 and as here relevant is authorized to arrange for transportation by truck acting as a disclosed agent for its customers; and

WHEREAS, Broker is a licensed property broker which as here relevant has carriers under contract which it represents can provide the type of service Boost and its customers require; and

WHEREAS, motor carriers providing service for Boost’s customers are contractually required to meet the duties, obligations and standards set forth herein as Appendix A; and

WHEREAS, Boost and Broker desire to enter this contract pursuant to which Boost can tender shipments from time to time to Broker pursuant to which Broker will procure properly qualified motor carriers under contract with it to provide services designed to meet the needs of Boost and its customers;

NOW, THEREFORE, the parties agree as follows:

This Agreement and the additional terms of any load specific agreement issued by Boost shall constitute the entire written agreement between the parties and shall be used as the contractual protocol for the tendering of shipments by Boost to Broker on an as-needed basis.

1. Term. This Agreement shall continue in effect for a period of one (1) year from date of execution and thereafter on a month to month basis, subject to cancellation upon thirty (30) days written notice by either party.

2. Broker Warranties. Broker warrants as follows:

(a) that acting as an independent contractor it will be solely responsible for the selection of licensed, authorized and insured carriers.

(b) that it will arrange for transportation designed to meet the needs of Boost’s customers for pickup and delivery as specified by Boost at time of booking, transmitting to its retained carriers such specific information and requirements as Boost may provide.

(c) that upon request of Boost or its customer, it shall provide tracking and tracing of shipments for information only and shall notify Boost of any delay in transit, but shall not coerce any carrier or driver to provide service other than with reasonable dispatch in accordance with FMCSA regulations.

(d) that it will invoice Boost and only Boost for service provided on a timely basis and shall include proof of delivery, evidencing the services provided by its retained carrier.

(e) that it will pay all retained carriers within 30 days of receipt of invoice and proof of clear delivery without setoff.

(f) that it will assist Boost and its customers in the processing of all cargo claims and that its retained carrier or its carrier's cargo insurer shall pay claims for which carrier is liable pursuant to the contractual duties set forth herein.

3. Carrier Service Requirements. Broker warrants that it shall contractually require each retained motor carrier to be in compliance during the term of this Agreement with all applicable federal, state and local laws pertaining to its service including but not limited to:

- (a) transportation of Hazardous Materials, (including the licensing and training of drivers), as defined in 49 C.F.R. §172.800, §173, and §397 et seq. to the extent that any shipments hereunder constitute Hazardous Materials;
- (b) security regulations;
- (c) owner/operator lease regulations;
- (d) loading and securement of freight regulations;
- (e) implementation and maintenance of driver safety regulations including, but not limited to, hiring, controlled substances, and hours of service regulations;
- (f) sanitation, temperature, and contamination requirements for transporting food, perishable, and other products, including the Food Safety Modernization Act (FSMA);
- (g) qualification and licensing and training of drivers;
- (h) implementation and maintenance of equipment safety regulations;
- (i) maintenance and control of the means and method of transportation including, but not limited to, performance of its drivers;
- (j) all registration and licensing requirements required to perform the services
- (k) California Air Resource Board (CARB) compliance; and
- (l) Worker's compensation and employment law where applicable.

4. Broker warrants its retained carriers shall accept the following duties:

(a) Carrier shall be required to be licensed, authorized and insured to operate on the nation's roadways by the Federal Motor Carrier Safety Administration and shall enjoy a safety rating of Satisfactory or equivalent.

(b) Carrier shall agree that the terms and conditions of its contract with Broker shall apply on all shipments it handles for Broker. Any tariff terms published by carrier which are inconsistent with the contract shall be subordinate to the terms of the contract.

(c) Carrier shall expressly waive all rights and remedies under Title 49 U.S.C., Subtitle IV, Part B to the extent they conflict with the contract.

(d) Carrier will not re-broker, assign, or interline the shipments without prior written consent of Broker. If Broker provides such consent, Broker shall, at all times, remain liable for the performance of such delivering carrier. If carrier breaches this provision, Boost shall have the right of paying the monies it owes Broker directly to the delivering carrier in lieu of payments to the Broker. Upon Boost's payment to delivering carrier, neither Broker nor Carrier shall not be released from any liability under this Agreement.

(e) Carrier shall be obligated to defend, indemnify and hold harmless Boost and its customers from all damages, claims, causes of action, losses and attorney's fees to the extent caused by its negligent performance of services provided. Broker warrants that all cargo claims for which its carrier is adjudged liable will be paid subject to the terms and limitation in Paragraph 5.

5. Freight Loss or Damage. Broker shall require carrier to accept liability for cargo loss, damage, delay or theft of any shipment. The parties do not agree to released value rates, or other limitations on cargo liability, and any provision on any Bill of Lading, tariff, rules circular, receipt or other shipping document purporting to set a released value rate or limitation shall be invalid. Carrier by accepting shipment, whether or not by signing an original Bill of Lading or accepting an electronic shipping document in lieu of an original Bill of Lading, acknowledges that the cargo is in good condition. Claims will be filed and resolved in accordance with federal regulations found at 49 C.F.R.370 et seq., which shall govern all claims process and salvage.

Notwithstanding the terms of 49 C.F.R. 370 et. seq., as amended, Carrier agrees to provide written disposition; pay, decline or make settlement offer in writing on all cargo loss and damage claims within sixty (60) days of its receipt thereof. In the event of failure by the Carrier to pay, decline or offer settlement within this 60 day period Boost may deduct the full amount of such claim from the outstanding invoices of the Broker after providing Broker with written notice and giving Broker ten (10) days to process the claim and cure the breach. Neither party shall be liable to the other for consequential damages without prior written notification of the risk of loss and its approximate financial amount, and agreement to assume such responsibility in writing.

All claims for cargo loss or damages shall be submitted to Broker as agent for Carrier in writing within 270 days after delivery or, if lost, the date of the scheduled delivery. Any civil action or arbitration for loss or damage to cargo must be brought within two (2) years. The period for bringing a civil action or arbitration is computed from the date the Carrier gives Broker written notice that the carrier has disallowed any part of the claim specified in the notice.

Unless a higher limit of liability is agreed to in a signed Scope of Work Addendum or an executed load confirmation sheet between Boost and Broker at time of booking, all claims for loss, damage and delay will be limited to \$100,000 per shipment.

Carrier shall be liable to Boost and the parties identified on bills of lading for any and all loss, damage, or delay to shipments. The value of the shipment shall be sales price at destination.

Carrier shall indemnify, defend and save harmless Boost, its customers, and the parties identified on the bills of lading, and its subsidiaries and their respective officers, directors, and

employees from and against all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, charges, and expenses, including without limitation, fees and expenses of legal counsel and expert witnesses as they accrue, which are the result of or arising out of any or all or the work or services performed under this contract by Carrier or its contractors.

6. Broker warrants payment for all claims for which its carrier is adjudged legally liable and shall acquire assignment rights to any claim upon payment.

7. Carrier shall maintain and Broker shall verify that carrier at all times during the term of this contract maintains insurance coverage with limits of not less than the following:

General Liability	-	\$1,000,000.00
Auto Liability (BMC-91X on file)	-	\$1,000,000.00
Cargo Liability	-	\$100,000.00
Worker's Compensation	-	As required by law

Broker shall maintain contingent auto liability and contingent cargo liability in the amounts shown above and shall have primary coverage for general liability and worker's compensation as similarly required of its carriers. Upon request, Broker shall provide Boost with a certificate of insurance evidencing such coverage.

8. Freight Payments. Invoices should be submitted with a clear and concise copy of the proof of delivery. Broker hereby appoints Boost as its agent for receipt of all transportation charges incurred. Boost reserves the right to request an original proof of delivery from the Broker if needed. If invoices are complete and correct and are accompanied by proofs of delivery, and other required documentation, Boost agrees to make payment thereof to Broker within a reasonable time not to exceed thirty (30) days following receipt of such invoices. However, no interest, penalty or other charges shall be applied for any late payment. All freight payments due are subject to set-off by Boost for any and all unpaid claims for loss or damage to cargo, or other unpaid indemnity obligations, whether the freight payment is due for transportation of the damaged cargo or transportation of other unrelated cargo. Boost will forward amounts for net due to Broker after all discounts, deductions and set-offs permitted by this Agreement. Broker assigns to Boost all rights to collect freight charges from Shipper or any other third party responsible. Broker warrants that neither it nor its carrier will seek payment from any party other than Boost. Broker and its carrier hereby waive recourse against all parties to the bill of lading once Boost has been paid.

9. Back Solicitation. During the period of the term hereof, and for a period of two (2) years from the date of the termination of this Agreement, neither Broker nor its retained carrier shall directly or indirectly solicit or otherwise contact any person or customer of Boost for whom service has been provided pursuant to this Agreement. Should Broker or its retained carrier back solicit and participate in such traffic, Broker shall pay to Boost a commission of 15% of any revenue derived therefrom.

10. Overcharges and Undercharges. 49 C.F.R. §378 shall apply to the processing, investigation and disposition of overcharge, undercharge, and duplicate payments.

11. Indemnification. Broker shall indemnify and hold harmless Boost and its customer against any loss, damage claim, or cause of action arising out of a breach of warranty, breach of contract, or negligent act or omission of Broker, its retained carriers or their employees and agents.

12. Status of Carrier. In the performance of the transportation services hereunder, Broker warrants Carrier shall be an independent for-hire motor carrier and shall not be or act as an agent or employee of Broker, shipper, consignor or consignee. 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. No employee, agent or other representative of either party shall at any time be deemed to be under the control or authority of the other party, or the joint control of both parties. Each party shall be fully liable for all worker's compensation premiums and liability, Federal, State and local withholding taxes or charges related to its respective employees, and each agrees to hold the other harmless from any claims brought against the other in relation thereto. No provision of this Agreement or any act of the parties pursuant to this Agreement shall be construed to express or imply a joint venture, partnership, principal-agent relationship, or employer-employee relationship exists. Neither party intends to give the other party exclusive rights or privileges under this Agreement or prohibit the provision of transportation services to other third parties.

13. Applicable Law. The terms of this contract shall be governed by the laws of the State of Georgia, subject to applicable federal law, rules and regulations. Any lawsuit shall be brought exclusively in a court of competent jurisdiction for Hall County, Georgia.

IN WITNESS WHEREOF, the parties have executed this Broker Agreement by their duly authorized representatives on the date first above written in duplicate.

[SIGNATURE PAGE TO FOLLOW]

Dated this ____ day of _____, 20____.

BOOST TRANSPORT, LLC

BROKER: _____

By: _____

By: _____

Its: _____

Its: _____