

Broker – Contract Carrier Agreement

This Agreement is made _____ day of _____, 2019, by and between Don Bear USA LLC, authorized under MC # 675361, at 4302 Hollywood Blvd. #326 Hollywood, FL 33021, (“Broker”) and _____ MC # _____, whose address is: _____ (“Carrier”).

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Services. Broker agrees to offer for shipment and Carrier agrees transport in its own equipment at least one shipment of at least 45,000 pounds of freight annually and such additional quantities of freight as Broker may tender, subject to availability of suitable equipment.
2. Term and Termination. This Agreement shall be affective for a period of (1) year from the date hereof and automatically renew for consecutive one-year terms under the same terms and conditions, unless earlier cancelled as follows.

This Agreement may be cancelled, with or without cause, by either party at any time, by the giving of at least thirty (30) days prior written notice to the other party sent by email, fax, certified or overnight courier mail. Any unfulfilled obligations, the right to invoke arbitration with respect to unresolved disputes, and the non-solicitation provisions of paragraph 13 shall survive termination of this Agreement.

3. Procedure. Broker will contact Carrier from time to time when a customer has a shipment available for transportation. If Carrier has suitable equipment available and in reasonable proximity to the origin of the shipment and Carrier and Broker are able to agree on the rate to be paid and the terms for transportation of the shipment, Broker will issue to Carrier a load Confirmation containing the agreed terms. Carrier will cause the Load Confirmation to be signed by an authorized representative and returned promptly to Broker. Upon receipt of the signed Load Confirmation, Broker will direct Carrier to pick up the shipment. If Carrier does not return the signed Load Confirmation to Broker promptly, Broker may, in its sole discretion allow carrier to transport the shipment, in which case the unsigned Load Confirmation shall be conclusive and un rebuttable evidence of the terms under which Carrier agreed to transport the shipment unless Carrier contests it accuracy in writing prior commencement of loading of the shipment.
4. Non-Exclusive. Broker and Carrier agree that this agreement does not bind the respective parties to mutually exclusive services to each other. Broker may enter into similar agreements with other brokers and /or shippers.
5. Carrier Qualifications. Carrier Warrants that all its operations conducted under this Agreement with Broker will be as a contract carrier authorized by 49 USC 14101 (b), and that no operations will be conducted as a common carrier, freight forwarder or broker.

Carrier and Broker hereby expressly waive any rights or remedies permitted to be waived under 49 USC 13101 et.seq. to the extent they are inconsistent with any provision of this Agreement. During the term of this Agreement, Carrier shall provide direct service from origin to destination with no interchange with other carrier or trip leasing.

Carrier's equipment shall be in good working condition and shall have the capacity to carry at least 45,000 pounds per shipment or Carrier shall be subject to a deduction from the freight invoice. If a repair work is needed in order to meet standard loading requirements while Carrier's equipment is located on any facility of Broker's customer, Carrier must pay for services rendered prior to leaving the facility or the charges will be deducted from the freight invoice. If truck or driver, assigned by Carrier, creates any problem or damage, Carrier will be responsible to pay in front to claim or invoice will be kept accountable for any further legal action.

Carrier shall comply with all applicable federal, state and local laws, statutes, ordinances, and regulations in conducting Carrier's operations under this agreement.

Carrier shall comply with all Brokers' and Shipper's Minimum Security Requirements advised in written, before any pick up has been scheduled. Carrier shall comply with all Security Measurements established in the USA transportation Acts.

6. Rates and Charges. Broker and Carrier agree that this Agreement shall govern all shipments tendered to Carrier by Broker during the term of this Agreement. Rates and charges for services provide under this Agreement shall be as agreed to between the parties, verbally or in writing. Confirmation of verbally agreed rates shall be made by a Load Confirmation in the form Broker decides including all the basics discussed on the previous Agreement. This confirmation shall be faxed, emailed or mailed by Broker to Carrier and the Carrier's pick up of the shipment shall be included. In addition, confirmation of any verbally agreed rates shall be made by Carrier's billing and Broker's payment thereof. If Broker pays the freight invoice in a reduced amount, such amount shall constitute the agreed rate unless the Carrier notifies Broker to the contrary, in writing within (30) thirty days of receipt of payment.
7. Billing. Carrier will bill all charges for transportation services directly to Broker, not shipper, consignee or Broker's customer. Upon receipt by Broker of the invoices(s) and all associated delivery receipts signed by receiver and/or consignee. Broker shall pay Carrier full amount of the transportation charges, as quoted, within thirty (30) days unless otherwise agreed by the parties in writing. Carrier must provide the following paperwork to Broker (a) Carrier's invoice covering such transportation; (b) the original bill of lading between shipper and carrier providing documentation of any continuous seal record; (c) proof of delivery showing the person's name signing for receipt, the total number of cases received and any overages, shortages, damages or notations, and (d) the signed Load Confirmation for the invoices shipment compensation paid under this Agreement may be withheld in whole or in part by Broker to satisfy (w) any offset claims

or shortages arising out of this or prior agreements; (x) pallet shortages; (y) advances made to/or on behalf of Carrier, and/or (z) any liability of Carrier for which Broker is indemnified hereunder Broker will perform all billing, invoicing and collections, to or from the customers.

Carrier agrees that upon receipt by it of payment in accordance with the terms of the Load Confirmation, all rights of Carrier to any additional freight charges for transportation of the shipment described shall be automatically and irrevocably assigned to Broker. Carrier agrees that, if any claim is asserted by it or anyone purporting to act on its behalf or as its successor in interest or its assignee against Broker for charges in addition to those specified in the Load Confirmation or against any customer or any consignor or consignee of any shipment for any kind, Carrier or its successor in interest or assignee shall reimburse Broker, customer, consignor or consignee for all costs of defending against any such claim, including reasonable attorney fees. Carrier agrees that assignment of any rights under this agreement or with respect to any claim relating to transportation of any rights under this Agreement or with respect to any claim relating to transportation of any shipment will be subject to the provision of this paragraph. In consideration of Broker's commitment to make prompt payment of freight charges. Carrier hereby waives any lien that it might have on any shipment. If not withstanding this waiver, Carrier or anyone purporting to set on its behalf or as its successor in interest or assignee should attempt to assert any such lien, Carrier or such other party shall reimburse Broker or customer for its costs, including reasonable attorneys fees, in obtaining release of the lien.

8. Loss Damage or Delay/Check Calls. Carrier shall deliver the shipment at the date and time specified in the Load Confirmation. Carrier shall be liable to the customer, or to Broker as the agent or a claim of a customer, for loss, damage or delay of a shipment received by Carrier for transportation under the terms of this Agreement. Carrier's liability shall begin at the time the shipment is loaded on Carrier's equipment at origin and continue until the shipment is delivered to the designated consignee at the specified destination. Carrier's liability shall be for the actual cash value of the shipment at the point and time at which Carrier received the shipment. Additionally, carrier will be responsible for any penalty charge or fee given to broker on miss appointment deliveries.
9. Claims of Shortage. Broker or the Shipper will be responsible for claims of shortage only if the shipment is based on shipper's load and count on a sealed trailer or signed Bill of Lading declaring a specified amount of freight loaded to truck. If sealed, unless the seal has been broken while in the custody of Carrier, Carrier will be responsible to pay for shortage. Carrier shall be liable for such claims for shortage in all other situations. For loads with multiple picks/drops, Carrier must record and maintain a continuous seal record or Bill of Lading should specify confirming freight with authorized signature from shipper. If sealed, this record shall be maintained and documented on all bills of lading for cash stop of the shipment. Incidents where tampering may have compromised the integrity of a seal prior to delivery shall be reported to Broker's customer services

department immediately. Drivers are responsible for ensuring freight and seal integrity prior to the departure of a shipment.

10. Surety Bond Claims. Carrier will not, and will not authorize anyone on its behalf, to assert any claim against Broker's Surety Bond on file with the Department of Transportation unless and until (a) a freight bill has remained unpaid for at least sixty (60) days from receipt of invoice from Carrier, and (b) Carrier has provided Broker at least fourteen (14) days written notice of its intent to assert such a claim.

11. Insurance. Carrier agrees to procure and maintain in force, at Carrier's own expense Commercial General Liability Insurance, Automotive Bodily Injury and Property Damage insurance, All-Risk Cargo Insurance, and other insurance in at least the amounts stated below. Carrier shall cause Carrier's insurance carrier to forward to Broker a standard certificate of insurance and a copy of Carrier's cargo and liability insurance policies prior to the first shipment. Said policies shall be primary and name Broker as certificate holder and as an additional insured. Carrier agrees to immediately notify Broker in writing if any of said insurance is cancelled, modified in any material respect or is not renewed
 - (a) Commercial General Liability insurance, including blanket contractual coverage, for bodily injury and tangible property damage in the amount of one million dollars (\$1,000,000) combined single limit per occurrence \$100,000 per vehicle for cargo coverage.
 - (b) Automotive Bodily Injury and Property Damage Insurance protecting against claims for bodily injury, including accidental death, and the loss of or damage to tangible property in the amount of one million dollars (\$1,000,000) per occurrence.
 - (c) All-Risk Cargo Insurance, which shall include reefer breakdown, with a per unit liability limit sufficient to cover shipment having a minimum value of one hundred thousand dollars (\$100,000).
 - (d) Worker's Compensation Insurance, Employer's Liability Insurance, and any other legally required employer's insurance in accordance with and meeting the requirements of applicable state, federal or provincial laws.

Canal and Lloyds of London insurances will only be accepted under Broker's or Customer's judgment.

12. Indemnification. Carrier agrees to hold Broker harmless from and indemnify Broker for any liability resulting from (a) loss or damage of any freight transported by Carrier pursuant to this Agreement, including all costs to defend claims; or (b) Carrier's breach this Agreement. Carrier further agrees to hold Broker harmless from and indemnify Broker for any liability resulting from personal injury, including to employees or agents of

Carrier, or property damage including property of Carrier, arising out of Carrier's operations hereunder, including all costs to defend claims.

13. No Solicitation. Carrier shall not solicit traffic from any shipper, consignor, consignee or customer of Broker where (a) the availability of such traffic first became known to Carrier as a result of Broker's efforts; or (b) where the traffic of the shipper, consignor, consignee or customer of Broker was first tendered to Carrier by Broker during the term of this Agreement. If Carrier breaches this Agreement by back soliciting Broker's customers and obtains traffic from such customer, Broker shall be entitled to a commission from Carrier of 15% of the gross transportation revenue received by Carrier for such movements for a period of twelve (12) months after the involved traffic is first moved by Carrier, plus reimbursement on any legal fees paid by Broker to enforce this provision.
14. Confidentiality. Carrier agrees that the terms and provisions of this Agreement, the Load Confirmation, and the services provided hereunder are confidential and proprietary and that Carrier will not disclose and shall Carrier's employees and agents not to disclose, any of this Agreement contents or any information concerning the services performed hereunder without the written permission of Broker or as may be required by law.
15. Independent Contractor. The relationship of Carrier to Broker shall, at all times, be that of an independent contractor. Carrier is not an employee, servant or agent of or a joint venture with Broker and has no authority to and will purport to bind Broker to any contract, debt or obligation. All persons used or employed by Carrier or any subcontractor of Carrier in the provision of services (collectively "Carrier's Employees") shall be employees of Carrier and not employees or agents of Broker. Carrier shall have and exercise exclusive control and direction of Carrier's Employees, shall and do so state that all such persons shall be communicated and supervised, disclosed its responsibility for compliance with and payment of all tasks, contributions, pensions, worker's compensation, social security and all other obligations and pencuts owed to or with respect to Carrier's employees. Except as otherwise agreed by Broker in writing, Carrier shall be solely liable for any expenses incurred in performance of services and any expenses which Broker so agrees to reimburse must be in writing. Except as otherwise provided in writing, Carrier shall provide all tools, materials, equipment, labor, transportation and other services necessary for completion of the services to be performed by Carrier. Any subcontractor employed by Carrier in provision of such services without prior written permission of Broker shall be for Carrier's account.
16. Severity. Obligations of this agreement are separate and divisible, and in the event that any provision hereof is deemed unenforceable the balance of the Agreement shall continue in full force and effect. This Agreement together with addendums references herein constitutes the entire Agreement between the parties. This Agreement may not be modified or amended except by a writing executed by both parties.

17. Arbitration. Any controversy or claim arising out of or relating to this agreement or breach thereof, shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules, the obtaining, of the America Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The arbitrator(s) shall not be authorized to award punitive or exemplary damages. Any arbitration proceedings shall be conducted in Miami, FL.
18. Force Majeure. Neither party will be liable for the failure to tender or timely transport freight under this Agreement if such a failure, delay or other omission is caused by strikes labor disturbances, acts of God, War, civil disorder or through compliances with any legally constituted order of civil or military authorities. The burden of demonstrating that any loss, damage, or delay was not the result of Carrier's negligence or intentional act shall be on Carrier.
19. Assignment. Carrier shall not assign this Agreement or any of its respective rights or obligations under this Agreement except with prior written consent of Broker. No such assignment shall relieve or release Carrier from any of its obligations under this Agreement and Carrier shall be and remain primarily liable to Broker as if no such assignment has been made or approved by Broker.
20. Notices. Except for routine communications in the course of performance of this Agreement which may be transmitted in accordance with any procedures established by agreement or acquiescence of the parties, all notices under the terms of this Agreement shall be in writing and delivered by fax, email, certified mail or overnight courier. Notices transmitted by fax or email shall be deemed to be received as of the date and time of acknowledgement of receipt. Notices transmitted by certified mail or overnight courier shall be deemed received as of the date and time signed for by recipient. Notices shall be addressed as follows:

If to Broker:

Don Bear USA LLC

PH: 305-974-5889/Fax: 305-974-4788

4302 Hollywood Blvd. #326

Hollywood, FL 33021

Email: dispatch@donbearusa.com

If to Carrier:

21. Successors and Assigns. This Agreement is binding upon the parties hereto, their successors and permitted assigns, and shall be construed under the laws of the State of Kansas.

This Agreement Executed as of the date first above written.

Broker: Don Bear USA LLC

Carrier: _____

By: ___ M.A. D _____

By: _____

Title: ___ General Manager _____

Title: _____

Printed Name: _Marco A. Donoso_

Printed Name: _____

Date: _____

Date: _____