



JCIL Transport Broker-Carrier Agreement

The company taking physical possession of shipments during transport hereinafter referred to as "**CARRIER**" and JCIL Transport hereinafter referred to as "**BROKER**"

1. **GENERAL.** The purpose of this agreement is to outline the arrangement between the two parties acting in their capacity as a provider of transportation services and a broker of transportation services respectively. Each individual shipment contracted between the two parties will be detailed in a Carrier Confirmation with attached Load Sheet to be provided by BROKER. Carrier Confirmations, therefore, are an integral part of this agreement.
2. **TERM.** This agreement is in effect as of the date first written above and shall remain in effect for a period of one year from such date, and from year to year thereafter unless terminated in writing. Either party of this agreement can terminate this participation at any time upon not less than 30 days written notice to all other parties involved.
3. **BROKER REPRESENTATIONS.** BROKER is engaged in the business of providing freight brokerage services pursuant to Broker Authority granted by the Federal Motor Carrier Safety Association (FMCSA). BROKER is acting in its capacity as an agent only in tendering shipments from BROKER's customers to CARRIER. CARRIER acknowledges full responsibility for the safe and timely delivery of each shipment arranged between BROKER and CARRIER.

BROKER agrees to maintain all the necessary documents, bond, and insurance certificates required under the conditions of this authority and agrees to furnish upon CARRIER request a copy of these documents and certificates.

BROKER desires to avail itself of CARRIER's transportation services and tender shipments to CARRIER.

4. **CARRIER REPRESENTATIONS.** CARRIER is engaged in the business of providing transportation of property as a Motor Carrier pursuant to Motor Carrier Authority granted by the FMCSA. CARRIER represents and warrants that it is duly and legally qualified to provide the transportation services contemplated herein, and CARRIER agrees to comply with all federal, state/provincial and local laws regarding the provision of such services including all Transport Canada and United States DOT regulations. CARRIER further represents and warrants that it does not have a conditional or unsatisfactory safety rating issues from the US Department of Transportation, and further agrees to comply with all federal, state and local laws regarding the provisions of the transportation services contemplated under this Agreement.

5. **OPERABLE EQUIPMENT.** CARRIER, at its sole cost and expense, shall furnish only equipment required for performing services hereunder and shall maintain all equipment in good repair and condition. CARRIER, at its sole cost and expense, shall employ for its services hereunder only competent and legally licensed personnel. CARRIER is responsible for the proper loading and securing of cargo.

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 other form including other modes of transportation, arrange for the freight to be transported by a third party without the prior written consent of BROKER.

6. **LIABILITY.** CARRIER shall be liable for loss, damage, or delay of any shipment, and may face possible monetary charges for shipments not delivering as scheduled, while in the possession or control of CARRIER.

CARRIER agrees to maintain, at its sole expense, all certificates and all necessary Cargo and Bodily Injury and Property Damage insurance as recommended or required by law and in any event the Cargo insurance amount must provide full coverage for the shipment. CARRIER agrees to furnish upon BROKER request a copy of these documents.

7. **INDEMNIFY.** CARRIER agrees to hold BROKER harmless from and indemnify BROKER from any liability resulting from the loss or damage, including all costs to defend, to any freight transported by CARRIER, and also agrees to hold BROKER harmless from bodily injury or property damage which may occur during the operations of CARRIER pursuant to this agreement including all costs to defend claims.

8. **RATES.** The rate and other charges that apply to each shipment transported under agreement between BROKER and CARRIER will be clearly stated on the Carrier Confirmation. Specific instructions for handling and delivering the shipment will be provided on the accompanying Load Sheet. CARRIER shall be paid the freight charges for the transportation service to be rendered pursuant to this at the rates set forth in BROKER's Carrier Confirmation upon successful delivery. BROKER shall send the Carrier Confirmation via facsimile or electronic mail before shipment of freight. CARRIER must immediately sign and send back via facsimile or electronic mail the Carrier Confirmation. Unless BROKER is immediately notified of any objections to the Carrier Confirmation, CARRIER shall be conclusively presumed to have agreed that the terms and conditions set forth on such are fully and correctly stated.

9. **CLAIMS.** It is the CARRIER's responsibility to observe both the collection and delivery of each shipment and note any issues with the shipment on the appropriate paperwork and immediately notify BROKER. Either party will notify the other party within 48 hours of delivery of any pending claims. BROKER further agrees to provide substantive evidence of any claims within 30 days of delivery. CARRIER is liable to BROKER for all economic loss, including consequential damages that are incurred by BROKER or BROKER's customers for any freight loss, damage or delay claim. BROKER retains the right to withhold payment to CARRIER until such time as any outstanding claims have been settled. CARRIER shall not withhold any goods of BROKER's customers on account of any dispute as to prices or any alleged failure of general credit of BROKER and hereby waives and releases all liens that CARRIER might otherwise have to any goods of BROKER's customers in the possession or control of CARRIER.