

**BEST VALUE CARRIERS, LLC**  
**2526 Valleydale Road, Suite 200 – Hoover, Al 35244**  
**BROKER - CARRIER CONTRACT FOR TRANSPORTATION OF PROPERTY**

This agreement, entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, between \_\_\_\_\_, hereinafter referred to as Carrier, and Best Value Carriers, LLC., hereinafter referred to as Broker.

**WITNESSETH:**

WHEREAS, Carrier is an interstate contract carrier of property operating under License MC # \_\_\_\_\_ a copy of said License being attached hereto and made a part hereof, issued to Carrier by the U S Department of Transportation - Federal Motor Carrier Safety Administration. and

WHEREAS, Broker is an interstate broker of general commodities, except household goods, operating under License No. MC 786952, a copy of said License being attached hereto and made a part hereof, issued to it by the U S Department of Transportation - Federal Motor Carrier Safety Administration. and

WHEREAS, Carrier and Broker desire to enter into an Agreement for the transportation of certain property tendered directly or indirectly by Broker to Carrier,

NOW, THEREFORE, in consideration of the foregoing premises and of the mutual promises herein contained, Carrier and Broker agree as follows:

1. The term of this agreement shall be for a period of one year and will automatically renew year after year, for like term, until canceled upon written notice of one party to the other.
2. Carrier shall procure and maintain in full force and effect public Auto Liability Insurance required by the Interstate Commerce Commission in the amount of \$1,000,000 and in addition, shall procure and maintain Cargo Insurance in the amount of \$100,000.00 minimum or in the amount required to reflect appropriate coverage for the cash value of the commodity being hauled for loss and damage to property transported by Carrier under this Agreement. Power only loads performed by Carrier shall require Trailer Exchange Insurance in the amount of \$20,000. The Cargo Insurance shall be in the form required by 49 CFR 1043.2(b), and shall have no exclusions or restrictions that would not be accepted by the U S Department of Transportation - Federal Motor Carrier Safety Administration for a filing under the statutory requirements of the above cited section. In order to assure the Carriers ability to maintain the insurance coverage detailed above, Carrier shall have an endorsement included in each policy providing for a written notice of cancellation to be forwarded directly to Broker thirty (30) days prior to cancellation or non-renewal, and in addition, Carrier shall deliver to Broker a Certificate of Insurance issued by its insurance carrier relating to each policy in force.
3. Carrier will agree to abide by all DOT Regulations and Requirements. Regulations and Requirements including, but not limited to Vehicle Inspections, Safety Procedures, Driver Logs, Maintenance Procedures and Records. Carrier shall be responsible for providing and requiring its employees, hired third party persons and associates to have access and wear appropriate personal protection gear in the performance of this agreement.
4. All claims for loss and damage, and any salvage arising thereof, shall be handled and processed in accordance with the regulations of the U S Department of Transportation - Federal Motor Carrier Safety Administration as provided in 49 CFR 1005.

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5. Carrier shall issue and / or execute a standard Bill of Lading or receipt acceptable to Broker and / or underlying shipper's Bill of Lading upon acceptance of the goods, commodity, equipment identified thereon.

Carrier assumes the liability of an interstate contract carrier from the time of receipt and a Bill of Lading shall be prima-facie evidence of receipt of such goods, commodity, equipment is in good order and condition unless otherwise noted on the face of said document. Carrier shall be responsible for verifying the commodity or equipment as identified on the Broker's Rate Confirmation Sheet and / or the shipper's Bill of Lading Document. In the event the commodity / equipment to be loaded by shipper is different including, but not limited to type, class, dimension, weight, condition, Carrier shall notify Broker immediately for appropriate clarification, resolution or disposition prior to Carrier's departure for the destination. Broker shall not be responsible for compensating Carrier additional fees arising out of any discrepancy for which Carrier failed to advise Broker nor shall Broker be responsible to compensate Carrier fees denoted on the initial Rate Confirmation Sheet or shipper's Bill of Lading Document due to errors, omissions or discrepancies that may subsequently arise and that results in Carrier hauling a lesser load than initially specified on the Rate Confirmation Sheet or shipper's documents. Broker, at its sole discretion, will adjudicate in good faith an appropriate adjustment to arrive at a final compensation rate for the actual load hauled.

Carrier acknowledges that Broker should not be listed on the Bill of Lading and that if Broker is listed on the Bill of Lading as the carrier this will occur for the convenience of the Shipper only and Carrier at all times is the actual carrier of goods and Broker's role is limited to arranging for transportation. In the event Broker's name is listed on the Bill of Lading, shipping manifest or other similar document, as the carrier, Carrier shall cross-out or otherwise remove Broker's name and enter Carrier's name as applicable.

6. Carrier shall charge and Broker shall pay for transportation services performed under terms of this Agreement the rate and charges as shown on a separate Rate Confirmation Sheet or as maybe adjusted by circumstances denoted in paragraph 5 above for each load which includes all transportation cost including, but not limited to, fuel surcharges pursuant to Section 884 of the National Defense Authorization Act for FY 2009 (Pub. L.110-417) tolls and permits to be signed and agreed to by Carrier and Broker before each shipment made under this Agreement. Payment by Broker will be made upon receipt of Carriers freight invoice, Original Bill of Lading, or any other necessary billing documents enabling Broker to ascertain that service has been performed and completed. Any adjustments to a Rate Confirmation Sheet regarding subsequent charges including but not limited to detention, accessorial, stop offs not initially required shall be due and payable when Broker collects same.

7. Broker agrees to pay Carrier for the transportation services performed under terms of this Agreement within 30 days of receipt by Broker of Carrier's freight invoice documents including an executed BVC Rate Confirmation Sheet, BOL / POD executed by consignee's authorized representative and an appropriate Carrier invoice

8. Carrier understands and agrees that Broker has put forth substantial effort and investment in order to develop its accounts and it will at no time during the term of this Agreement and for a period of two (2) years after the effective date of termination of this Agreement, either directly or indirectly, attempt to solicit, divert, by-pass, back solicit or perform any service for compensation for any account of Broker which Broker has secured and has previously tendered to Carrier for transportation, unless Broker has given prior written authorization. In the event that the Carrier violates the terms of this section, Carrier shall be liable to Broker for normal and customary commission, which Broker within thirty (30) days after billing the shipper.

9. Carrier and Broker communication is of paramount importance in the successful performance of this agreement, therefore, Carrier agrees to have driver, dispatcher or person of authority contact Broker regarding the load status at a reasonable time before any scheduled pick up appointment, at arrival at origin for pick up

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and intermittingly in transit as well as at the time of delivery to assist Broker in resolving any issues that may occur. In cases of breakdown, accidents or delay in pick up or delivery, driver shall contact Broker immediately and keep Broker advised as to progress of the freight engagement.

10. Carrier is responsible for all expenses which are caused by any action taken by the Carrier to defer the delivery of the freight voluntarily or involuntarily.

11. Carrier is an independent contractor and is in no way to be considered an agent or employee of Broker. Carrier agrees to indemnify and hold harmless Broker from any and all claims of any type or nature arising or growing out of the transportation operations and activities of the Carrier hereunder, and assumes full responsibility for all salaries, taxes, insurance, pensions and benefits of the employees of the Carrier in the performance of this Agreement.

12. This Agreement shall be governed by and interpreted under the laws of the State of Alabama.

13. This Agreement constitutes the entire agreement and understanding between the parties and shall not be modified, altered, changed or amended in any respect unless in writing and signed by both parties.

In witness thereof, the parties have indicated the approval by signature of their authorized representatives on the day and date first above noted.

**BROKER:**

**CARRIER:**

BEST VALUE CARRIERS, LLC  
Forrest H Doles, Managing Member

\_\_\_\_\_  
Print Name:  
Title:

  
\_\_\_\_\_  
Authorized Signature

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Authorized Signature

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