

BENEFITS OF USING URTRUCKBROKER CORP

WE TAKE THE HASTLE OUT OF SHIPPING YOUR FREIGHT

TRANSPARENCY COMPLIANT

40 YEARS TRANSPORTATION EXPERIENCE

CONTINGENT CARGO INSURANCE \$100,000.00
(we handle the claims so you can take care of your customers)

You get paid faster so you can take care of your customer.

QUALITY CARRIERS AND OWNER OPERATORS
(we do complete safety and background checks on all carriers)
(we monitor their SMS and CSA scores every load)

NATIONWIDE, CANADA, MEXICO SERVICE

FLATBED, SPECIALIZED EQUIPMENT, VANS
REEFERS – TEMPATURE CONTROLLED

DAILY UPDATES ON YOU FREIGHT

LOAD TRACKING via DRIVER GPS

DEDICATED SERVICE

SBA CERTIFIED BUSINESS

SERVICE DISABLED VETERAN OWNED SMALL BUSINESS

GSA AND FEMA CONTRACTOR

HIGH VALUE LOADS ON REQUEST
(with increased cargo insurance only minutes to activate)

EXPEDITED SERVICE (TEAMS)

INTERMODAL SERVICE

AIR SERVICE

PORT SERVICES



3824 Arro Del Sol, Schertz, TX 78154
903-280-7878 210-215-1505
customerservice@urtruckbroker.org

COMMERCIAL CREDIT APPLICATION

*Applicant legal name: _____
(If sole proprietorship, owner's name, if corporation or LLC, name of company.)
*Applicants trade (assumed) name: _____
(If sole proprietorship, name of company)
*MC/FF/DUNS number: _____
*Headquarters address: _____
*City: _____ State: _____ Zip: _____
*Phone _____ Fax: _____
*Email _____
*Monthly amount vendor/debtor will be doing: \$ _____ Net terms: _____
*Bank reference: _____
*Name of bank: _____
*Acct #'s: (required for verification) _____, _____
_____, _____, _____
*Bank contact name: (required) _____
*Phone # (required): _____ Fax: _____
*Email address: _____

Trade Vendor References / no Personal References

****List at least three vendors in the same industry as our customer and that you have worked with, paid recently and volume must be the same or higher than that being asked to issue. ****

Trade Vendor 1, Company Name: _____
City: _____ State: _____ Contact name: _____
Fax/Email: _____ Phone: _____
Trade Vendor 2, Company Name: _____
City: _____ State: _____ Contact name: _____
Fax/Email: _____ Phone: _____
Trade Vendor 3, Company Name: _____
City: _____ State: _____ Contact name: _____
Fax/Email: _____ Phone: _____

The undersigned understand that the information contained herein will be relied upon for the purposes of extending trade credit and hereby authorizes representatives of vendor, its agents, representatives, or assigns (the "vendor"), to contact the references listed above for the purpose of establishing an open credit line for APPLICANT, the undersigned understands that in the credit investigation process, vendor (FACTORING COMPANY) may discover creditors not listed hereon and the undersigned does hereby authorize the Vendor to make inquiries with such creditors as vendors deems necessary from time to time. The undersigned hereby authorizes the BANK and TRADE references listed above and other creditors the Vendor discovers in its investigation process, if any, to release information about the APPLICANT, including but not limited to payment history, NSF check experience, depository account status, balance information and hereby holds harmless all such references against any actions by APPLICANT with regards to the dissemination of any information, positive or derogatory to Vendor. The undersigned represents and confirms that the undersigned is authorized by the applicant to execute this credit application and bind the applicant.

NOTE: **An Authorized signature from your company is required by the bank to release information. If first page is not signed application will not be valid and will be discarded. **

Signature: _____ Printed Name: _____
Title: _____ Date: _____

Please complete and return as soon as possible to enable us to get your account activated quickly.

Send Completed paperwork to customerservice@urtruckbroker.org

Shipper ID _____



URTRUCKBROKER CORP/SHIPPER TRANSPORTATION AGREEMENT

THIS AGREEMENT, "Agreement", made and intended to be effective this

_____ day of _____ by and between
UrTruckBroker Corp having it's main office at 3924 Arro Del Sol,
Schertz, TX 78154

_____ having offices at _____
(SHIPPER), collectively, the "PARTIES".

RECITALS

A. WHEREAS URTRUCKBROKER CORP is licensed as a Property UrTruckBroker Corp by the Federal Motor Carrier Safety Administration (FMCSA) in Docket Number MC- 744384, or by appropriate State agencies, and as a licensed UrTruckBroker Corp, arranges for freight transportation. A copy of URTRUCKBROKER CORP's authority is attached as Appendix A and a copy of URTRUCKBROKER CORP's Surety Bond or trust fund agreement is attached as Appendix B; and

B. WHEREAS SHIPPER, to satisfy some of its transportation needs, desires to utilize the services of URTRUCKBROKER CORP to arrange for transportation of SHIPPER's freight.

NOW THEREFORE, intending to be legally bound, URTRUCKBROKER CORP and SHIPPER agree as follows:

AGREEMENT

1. **TERM.** Subject to paragraph 11, the term of this Agreement shall be one (1) year, commencing on the date first mentioned above, and shall automatically renew for successive one year periods; provided, however, that either Party may terminate this Agreement on 30 days written notice to the other Party, with or without cause, or as otherwise provided in this Agreement.

2. **SERVICE.** URTRUCKBROKER CORP agrees to arrange for transportation of SHIPPER's freight pursuant to the terms and conditions of this Agreement and in compliance in all material respects with all federal, state and local laws and regulations relating to the UrTruckBroker Corp age of the freight covered by this Agreement. URTRUCKBROKER CORP's responsibility under this Agreement shall be limited to arranging for, but not actually performing, transportation of SHIPPER's freight. The PARTIES may, upon written mutual agreement, include additional service terms to be attached as Appendix D.

Shipper Initials _____

Broker Initials _____



3. **VOLUME.**

- A. SHIPPER agrees to tender a minimum _____ shipments per year to URTRUCKBROKER CORP, and URTRUCKBROKER CORP agrees to arrange for the transportation of said shipments, as well as any other shipments offered by SHIPPER. Shipper is not restricted from tendering freight to other UrTruckBroker Corps, or directly to motor carriers. URTRUCKBROKER CORP is not restricted from arranging transportation for other parties.
- B. SHIPPER shall be responsible to URTRUCKBROKER CORP for timely and accurate delivery instructions and description of the cargo, including any special handling requirements, for any shipment.

4. **FREIGHT CARRIAGE.** URTRUCKBROKER CORP warrants that it has entered into, or will enter into, bilateral contracts with each carrier it utilizes in the performance of this Agreement. URTRUCKBROKER CORP further warrants that those contracts comply with all applicable federal and state regulations and shall include the following provisions:

- A. Carrier shall agree to defend, indemnify and hold URTRUCKBROKER CORP and SHIPPER harmless from all damages, claims or losses arising out of its performance of the Agreement, including cargo loss and damage, theft, delay, damage to property, and personal injury or death.
- B. Carrier shall agree that its liability for cargo loss or damage shall be no less than that of a Common Carrier as provided for in 49 USC 14706 (the Carmack Amendment). Exclusions in Carrier's insurance coverage shall not exonerate Carrier from this liability. For shipments outside of the United States the terms in Foreign Shipments Appendix D of this Agreement shall apply.
- C. Carrier shall agree to maintain at all times during the term of the contract, insurance coverage with limits not less than the following:

General Liability/Property Damage - \$ _____
 Auto Liability - \$ 1,000,000.00
 Cargo Liability - \$ 100,000.00
 Worker's Compensation – as required by law.

URTRUCKBROKER CORP shall verify that each carrier it utilizes in the performance of this Agreement has insurance coverage as defined above.

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- D. Carrier shall agree that the provisions contained in 49 CFR 370.1 et seq. shall govern the processing of claims for loss, damage, injury or delay to property and the processing of salvage.
- E. Carrier shall authorize URTRUCKBROKER CORP to invoice SHIPPER for services provided by the Carrier. Carrier shall further agree that URTRUCKBROKER CORP is the sole party responsible for payment of its invoices and that, under no circumstance, will Carrier seek payment from the shipper, consignee or URTRUCKBROKER CORP's customer.
- F. Carrier shall agree that, at no time during the term of its contract with URTRUCKBROKER CORP, shall it have an "Unsatisfactory" safety rating as determined by the Federal Motor Carrier Safety Administration (FMCSA). If Carrier receives an Unsatisfactory safety rating, it shall immediately notify URTRUCKBROKER CORP. URTRUCKBROKER CORP shall not knowingly utilize any carrier with an Unsatisfactory safety rating in the performance of this Agreement.
- G. Carrier shall agree that the terms and conditions of its contract with URTRUCKBROKER CORP shall apply on all shipments it handles for URTRUCKBROKER CORP. Any terms in a tariff that are referenced in the carrier contract which are inconsistent with the contract shall be subordinate to the terms of the contract
- H. 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.
- I. URTRUCKBROKER CORP further warrants it will require proof of insurance and operating authority from each Carrier and, should URTRUCKBROKER CORP utilize the services of any Carrier or other UrTruckBroker Corp on SHIPPER's behalf, which Carrier and/or UrTruckBroker Corp does not have proof of insurance and/or operating authority, URTRUCKBROKER CORP agrees to indemnify and hold harmless SHIPPER from all legitimate claims not paid by Carrier, including but not limited to cargo loss and damage claims.

5. **RECEIPTS AND BILLS OF LADING.** If requested by SHIPPER, URTRUCKBROKER CORP agrees to provide SHIPPER with proof of acceptance and delivery of such loads in the form of a signed Bill of Lading or Proof of Delivery, as specified by SHIPPER. SHIPPER's insertion of URTRUCKBROKER CORP's name on the bill of lading shall be for SHIPPER convenience only and shall not change URTRUCKBROKER CORP's status as a property UrTruckBroker Corp. The terms and conditions of any freight documentation used by URTRUCKBROKER CORP or carrier selected by URTRUCKBROKER CORP may not supplement, alter, or modify the terms of this Agreement.

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6. **PAYMENTS.** URTRUCKBROKER CORP shall invoice SHIPPER for its services in accordance with the rates, charges and provisions set forth in Appendix C, attached, and any written supplements or revisions that are mutually agreed to between the PARTIES. If rates are negotiated between the PARTIES and not otherwise confirmed in writing, such rates shall be considered “written,” and shall be binding, upon URTRUCKBROKER CORP’s invoice to SHIPPER and SHIPPER’s payment to URTRUCKBROKER CORP. SHIPPER agrees to pay URTRUCKBROKER CORP’s invoice within 30 days of invoice date without deduction or setoff. URTRUCKBROKER CORP shall apply payment to the amount due for the specified invoice, regardless whether there are earlier unpaid invoices. Payment of the freight charges to URTRUCKBROKER CORP shall relieve SHIPPER, Consignee or other responsible party of any liability to the carrier for non-payment of its freight charges; and URTRUCKBROKER CORP hereby covenants and agrees to indemnify SHIPPER, Consignee or other responsible party against such liability.

7. **CLAIMS.**

A. **Freight Claims** : SHIPPER must file claims for cargo loss or damage with URTRUCKBROKER CORP within one hundred eighty (180) days from the date of such loss, shortage or damage, which for purposes of the Agreement shall be the delivery date or, in the event of non-delivery, the scheduled delivery date. SHIPPER must file any civil action against URTRUCKBROKER CORP in a Court of Law within two (2) years from the date the carrier or URTRUCKBROKER CORP provides written notice to SHIPPER that the carrier has disallowed any part of the claim in the notice. Carriers utilized by URTRUCKBROKER CORP shall agree in writing with URTRUCKBROKER CORP to be liable for cargo loss or damage as outlined in paragraph 4.b above. The carriers’ cargo liability for any one shipment shall not exceed \$_100,000.00_, unless URTRUCKBROKER CORP is notified by SHIPPER of the increased value prior to shipment pickup and with reasonable advance notice to allow URTRUCKBROKER CORP and/or the carrier to procure additional insurance coverage. It is understood and agreed that the URTRUCKBROKER CORP is not a Carrier and that the URTRUCKBROKER CORP shall not be held liable for loss, damage or delay in the transportation of SHIPPER’s property unless caused by URTRUCKBROKER CORP’s negligent acts or omissions in the performance of this Agreement. URTRUCKBROKER CORP shall assist SHIPPER in the filing and/or processing of claims with the Carrier. If payment of claim is made by URTRUCKBROKER CORP to SHIPPER, SHIPPER automatically assigns its rights and interest in the claim to URTRUCKBROKER CORP so as to allow URTRUCKBROKER CORP to

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subrogate its loss. In no event shall URTRUCKBROKER CORP or URTRUCKBROKER CORP's Carrier be liable to SHIPPER or anyone else for special, incidental, or consequential damages that relate to loss, damage or delay to a shipment, unless SHIPPER has informed URTRUCKBROKER CORP in written or electronic form, prior to or when tendering a shipment or series of shipments to URTRUCKBROKER CORP, of the potential nature, type and approximate value of such damages, and URTRUCKBROKER CORP specifically agrees in written or electronic form to accept responsibility for such damages.

B. **All Other Claims** : The PARTIES shall notify each other within sixty (60) days of learning of any claims other than cargo loss or damage claims , and shall file any such claims with the other Party within one hundred eighty (180) days from the date of notice. Civil action, if any, shall be commenced in a Court of Law within two (2) years from the date either Party provides written notice to the other Party of such a claim.

8. **INSURANCE.** URTRUCKBROKER CORP agrees to procure and maintain at its own expense, at all times during the term of this Agreement, the following insurance coverage amounts:

- A. Comprehensive general liability insurance covering bodily injury and property damage \$ _____
- B. Contingent Cargo Insurance \$ _____
- C. Errors and Omissions Insurance \$ _____

URTRUCKBROKER CORP shall submit to SHIPPER a certificate

of insurance as evidence of such coverage and which names

SHIPPER as "Certificate Holder".

9. **SURETY BOND.** URTRUCKBROKER CORP shall maintain a surety bond or trust fund agreement as required by the Federal Motor Carrier Safety Administration in the amount of \$ _____ and furnish SHIPPER with proof upon request.

10. **HAZARDOUS MATERIALS.** SHIPPER and URTRUCKBROKER CORP shall comply with all applicable laws and regulations relating to the transportation of hazardous materials as defined in 49 CFR § 172.800 and §173 et seq. to the extent that any shipments constitute hazardous materials. SHIPPER is obligated to inform URTRUCKBROKER CORP immediately if any such shipments do constitute hazardous materials. SHIPPER shall defend, indemnify and hold

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URTRUCKBROKER CORP harmless from any penalties or liability of any kind, including reasonable attorney fees, arising out of SHIPPER's failure to comply with applicable hazardous materials laws and regulations.

11. **DEFAULT.** Both parties will discuss any perceived deficiency in performance and will promptly endeavor to resolve all disputes in good faith. However, if either party materially fails to perform its duties under this Agreement, the party claiming default may terminate this Agreement on 10 (ten) days written notice to the other Party. SHIPPER shall be responsible to pay URTRUCKBROKER CORP for any services performed prior to the termination of this Agreement and for shipments not yet completed and/or not yet invoiced to SHIPPER.

12. **INDEMNIFICATION.** Subject to the insurance limits in Section 8, URTRUCKBROKER CORP and SHIPPER shall defend, indemnify and hold each other harmless against any claims, actions or damages, including, but not limited to, cargo loss, damage, or delay, and payment of rates and/or accessorial charges to Carriers, arising out of their respective performances under this Agreement, provided, however, the indemnified party shall not offer settlement in any such claim without the agreement of the indemnifying party which agreement shall not be unreasonably withheld. If the indemnified party offers or agrees to a settlement for such a claim without the written agreement of the indemnifying party, the indemnifying party shall be relieved of its indemnification obligation. Neither party shall be liable to the other party for any claims, actions or damages due to the negligence of the other party. Although Section 8 only imposes insurance requirements upon URTRUCKBROKER CORP, for purpose of this Section 12, those amounts also shall limit the scope of SHIPPER's indemnification obligations. The obligation to defend shall include all costs of defense as they accrue.

13. **ASSIGNMENT/MODIFICATIONS OF AGREEMENT.** Neither party may assign or transfer this Agreement, in whole or in part, without the prior written consent of the other party. No amendment or modification of the terms of this Agreement shall be binding unless in writing and signed by the PARTIES.

14. **SEVERABILITY/SURVIVABILITY.** In the event that the operation of any portion of this Agreement results in a violation of any law, or any provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the Parties agree that such portion or provision shall be severable and that the remaining provisions of the Agreement shall continue in full force and effect. The representations and obligations of the PARTIES shall survive the termination of this Agreement for any reason.

15. **INDEPENDENT CONTRACTOR.** It is understood between URTRUCKBROKER CORP and SHIPPER, that URTRUCKBROKER CORP is not an agent for the Carrier or SHIPPER and shall remain at all times an independent

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contractor. SHIPPER does not exercise or retain any control or supervision over URTRUCKBROKER CORP, its operations, employees, or carriers.

16. **NONWAIVER.** Failure of either party to insist upon performance of any of the terms, conditions or provisions of this Agreement, or to exercise any right or privilege herein, or the waiver of any breach of any of the terms, conditions or provisions of this Agreement, shall not be construed as thereafter waiving any such terms, conditions, provisions, rights or privileges, but the same shall continue and remain in full force and effect as if no forbearance or waiver had occurred.

17. **NOTICES.** Unless the PARTIES notify each other in writing of a change of address, any and all notices required or permitted to be given under this Agreement shall be in writing (or fax with machine imprint on paper acknowledging successful transmission) and shall be addressed as follows:

(URTRUCKBROKER CORP)	(SHIPPER)
<hr/>	
Attn: _____	Attn: _____
Address: _____	Address: _____
<hr/>	
Phone: _____	Phone: _____
Fax: _____	Fax: _____

18. **FORCE MAJEURE.** Neither Party shall be liable to the other for failure to perform any of its obligations under this Agreement during any time in which such performance is prevented by fire, flood, or other natural disaster, war, embargo, riot, civil disobedience, or the intervention of any government authority, or any other cause outside of the reasonable control of the SHIPPER or URTRUCKBROKER CORP, provided that the Party so prevented uses its best efforts to perform under this Agreement and provided further, that such Party provide reasonable notice to the other Party of such inability to perform.

19. **CHOICE OF LAW AND VENUE.** All questions concerning the construction, interpretation, validity and enforceability of this Agreement, whether in a court of law or in arbitration, shall be governed by and construed and enforced in accordance with the laws of the State of Texas, without giving effect to any choice or conflict of law provision or rule that would cause the laws of any other jurisdiction to apply.

Shipper Initials _____

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20. **ARBITRATION.** (*Optional. Initial here if accepting this option* _____
SHIPPER, URTRUCKBROKER CORP) In the event of a dispute arising out of this Agreement, the Party's sole recourse shall be to arbitration within two years from the date of the alleged loss. Proceedings shall be conducted under the rules of the Transportation Arbitration and Mediation PLLC (TAM), the American Arbitration Association (AAA) or Transportation ADR Council, Inc. (ADR) at the discretion of the party filing the complaint. Upon agreement of the PARTIES, arbitration proceedings may be conducted outside of the administrative control of the TAM, AAA or ADR. The decision of the arbitrators shall be binding and final and the award of the arbitrator may be entered in a court of competent jurisdiction. The prevailing party shall be entitled to recovery of costs, expenses and reasonable attorney fees as well those incurred in any action for injunctive relief, or in the event further legal action is taken to enforce the award of arbitrators. The arbitration provisions of this paragraph shall not apply to enforcement of the award of arbitration.

21. **CONFIDENTIALITY.** URTRUCKBROKER CORP shall not utilize SHIPPER's name or identity in any advertising or promotional communications without written confirmation of SHIPPER's consent and the PARTIES shall not publish, use or disclose the contents or existence of this Agreement except as necessary to conduct their ~~its~~ operations pursuant to this Agreement. URTRUCKBROKER CORP will require its carriers and/or other UrTruckBroker Corps to comply with this confidentiality clause.

22. **ENTIRE AGREEMENT:** This Agreement, including all Appendices and Addenda, constitutes the entire agreement intended by and between the PARTIES and supersedes all prior agreements, representations, warranties, statements, promises, information, arrangements, and understandings, whether oral, written, expressed or implied, with respect to the subject matter hereof. Any modifications to this model contract, as published and copyrighted by TIA/NITL, shall be highlighted or italicized and initialed by both PARTIES to be valid.....

Shipper Initials _____

Broker Initials _____

Shipper ID



IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be executed in their respective names by their fully-authorized representatives as of the dates first above written.

UrTruckBroker Corp

Shipper

Signature

Signature

Kenneth A Pridemore President
Printed Name/Title

Printed Name/Title

Date

Date

Shipper Initials _____

Broker Initials _____