

Heavy Equipment Auction Transport LLC

a.k.a

HEAT Freight & Finance, HEAT Freight, HEAT

Contract Carrier – Freight Broker Agreement

This Contract Carrier – Freight Broker Agreement (this “**Agreement**”) is made as of _____ (the “**Effective Date**”) between Heavy Equipment Auction Transport LLC, an Alabama limited liability company whose principal address is at 221 Stonecrest Drive, Birmingham, AL 35242 (“**Broker**”), and _____, whose principal office is at _____ (“**Carrier**”).

Carrier is a motor contract carrier of property authorized by Permit Number MC _____ (a copy of which is attached hereto) to provide transportation of property under contract with shippers and receivers of general commodities. **Broker** is a motor carrier broker licensed to arrange for the transportation of property under motor carrier license number MC-1045113.

In consideration of the mutual benefits and obligations represented herein, the parties do hereby agree as follows:

- 1. Term and Termination.** This Agreement shall remain in effect for one (1) year from the Effective Date and shall automatically renew for additional successive periods of one (1) year until this Agreement is terminated. Either party may terminate this Agreement at any time upon not less than thirty (30) days written notice to the other party, provided that **Broker** may immediately terminate this Agreement if **Carrier** breaches its material obligations hereunder.
- 2. Shipments.** **Broker** shall offer to **Carrier** shipments for transportation. Upon acceptance of shipment, **Carrier** agrees to pick up, transport, deliver and provide such services as required by **Broker**. **Carrier** assumes full responsibility for the delivery of material in usable condition to the correct consignee, and fulfilling delivery date/time requirements. Missed appointments may result in charges to **Carrier**. **Carrier** is solely responsible for verifying the weight and dimensions of cargo for each shipment. **Broker** shall not be responsible for the costs of any permits, escorts, or other expenses that become unusable or unnecessary due to **Carrier**'s mistaken belief as to the size or weight of any shipment. **Broker** is also not responsible or liable for **Carrier**'s fees, detention fees, layover fees, or other fees incurred by **Carrier** during performance of this agreement unless otherwise expressly agreed in writing.
- 3. Insurance.** **Carrier** agrees to maintain cargo insurance in the amount of \$100,000 to compensate broker, owner, or consignee for loss or damage to property which comes into the possession of the carrier in connection with its transportation service. The cargo insurance shall conform to all ICC regulations, and shall have no restrictions or exclusions. In addition, **Carrier** agrees to maintain policies of liability in accordance with all federal and state regulation.
- 4. Liability: Construction of Agreement.** **Carrier**'s liability shall begin at the time cargo is loaded upon **Carrier**'s equipment at the point of origin, and continue until said cargo is delivered to the designated consignee at destination. **Carrier** shall assume full liability for the actual loss of or injury to the property tendered to the **Carrier** without limitation and there shall be no recourse against **Broker**, **Shipper** or **Consignee**. The terms, conditions or provisions of the governing bill of lading or any other shipping document, tariff or rule utilized, shall be subject and subordinate to the terms of this Agreement and, in the event of a conflict, this Agreement shall govern. This Agreement cannot be changed, modified, limited or supplemented by reference to any carrier rates, rules classification, practice, schedule or tariff.
- 5. Indemnity.** **Carrier** agrees to defend and hold harmless the **Broker** against any and all loss or damages claims on each shipment transported by **Carrier** pursuant to the agreement. **Carrier** further agrees to defend and hold harmless the **Broker**, **Shipper**, and **Consignee** from any and all liability, costs and damages to persons and/or property arising out of **Carrier**'s operations hereunder, including but not limited to all road, fuel and other taxes, fees or permits, related to the shipments transported by **Carrier** as arranged by **Broker**.
- 6. Rate Confirmations.** Rates and charges for traffic moved under this agreement shall be agreed upon between the parties in writing and are to be contained in a rate confirmation signed by both **Broker** and **Carrier**. **Carrier** agrees not to disclose the carrier rate or the rate confirmation to anyone for any reason. If **Carrier** breaches this covenant and does disclose any information to anyone, **Carrier** agrees to pay **Broker** \$500 as liquidated damages and not as a penalty. **Carrier** and **Broker** acknowledge that the amount of actual damage to **Broker** for any unauthorized disclosure of the rate or the rate confirmation would be difficult to calculate but that \$500 is a fair estimate of said damage. Under no circumstance is the **Carrier** to contact shipper or consignee for payment. **Broker** agrees to pay **Carrier** for shipment tendered within thirty (30) days of receipt by **Broker** of **Carrier**'s invoice, rate confirmation sheet and original bill of lading signed by consignee (POD/proof of delivery).
- 7. Non-Compete; Non-Solicit.** **Carrier** agrees not to solicit traffic from any shipper, consignor, consignee or customer of the **Broker** or **Shipper** or any of their affiliates. If **Carrier** breaches this agreement and solicits traffic from shipper, consignor, consignee or customer, the **Broker** then is entitled, for a period of 12 months after the involved traffic first begins to move, to a commission from the **Carrier** of 15% of the transportation revenue received. **Carrier** agrees to compensate **Broker** for any fees, legal or otherwise, involved with collecting such revenues.
- 8. Force Majeure.** Neither party hereto shall be liable for the failure to transport shipments on timely basis under this agreement if such failure, delay or other omission is caused by strikes, acts of God, war, accidents, civil disorder, or through compliance with legally constituted order of civil or military authorities.
- 9. Relationship of the Parties.** The relationship of the **Carrier** to the **Broker** shall at all times be that of an independent contractor. This Agreement is not intended to create any employment relationship, partnership, joint venture or other entity or legal relationship between the parties.
- 10. Governing law and Venue.** This Agreement shall be governed by the law of the State of Alabama without regards to its conflicts of law principles. Carrier and Broker consent to jurisdiction in the State and Federal Courts of Alabama and Agree that any dispute hereunder shall be submitted to a State or Federal court in Jefferson County, Alabama.

Each of the Carrier and Broker, intending to be legally bound, has either duly executed this Agreement or caused an authorized representative of such party to duly execute this Agreement on such party's behalf, as of the Effective Date.

Carrier: _____

Factoring
Company: _____

By: _____

Name: _____

Title: _____

Address: _____

Email: _____

Broker: Heavy Equipment Auction Transport LLC

doing business as HEAT Freight

By: 

Name: Mason Lavallet

Title: Manager

Address: 221 Stonecrest Drive
Birmingham, AL 35242

EIN: 84-1895666

MC#: 1045113

