



Sample Broker Carrier Agreement

This Broker Carrier Agreement ("Agreement") is made and entered into as of [DATE] by and between: [BROKER NAME], a [STATE] corporation with its principal place of business at [BROKER ADDRESS], MC#: [BROKER MC#], DOT#: [BROKER DOT#] ("Broker"), and [CARRIER NAME], a [STATE] corporation with its principal place of business at [CARRIER ADDRESS], MC#: [CARRIER MC#], DOT#: [CARRIER DOT#] ("Carrier").

WHEREAS, Broker is engaged in the business of arranging the transportation of freight for its clients; and WHEREAS, Carrier is engaged in the business of providing trucking services; and WHEREAS, Broker desires to engage Carrier to provide trucking services for the transportation of freight shipments; and WHEREAS, Carrier desires to provide trucking services to Broker for the transportation of such freight shipments;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein, the parties agree as follows:

1. Services

1.1. Carrier agrees to provide trucking services for the transportation of freight shipments as assigned by Broker.

1.2. Broker agrees to use commercially reasonable efforts to:

- Identify and provide to Carrier with information regarding available freight shipments.

- Provide to Carrier with all necessary information and documentation for each shipment, including origin, destination, weight, dimensions, and any special handling instructions.
- Track the status of shipments and communicate updates to Carrier.

2. Rates and Payment

2.1. Carrier shall be compensated for each shipment at the rates agreed upon by the parties in writing.

2.2. Broker shall pay Carrier within [NUMBER] days of receipt of payment from the shipper.

2.3. All invoices from Carrier shall be submitted to Broker in writing and shall include all necessary information, including the shipment date, origin, destination, weight, dimensions, and rate charged.

3. Insurance

3.1. Carrier shall maintain the following insurance coverage:

- Primary auto liability insurance with minimum coverage of \$1,000,000.
- Cargo insurance with minimum coverage of \$100,000.

3.2. Carrier shall provide Broker with certificates of insurance evidencing the required coverage.

4. Non-Solicitation

4.1. Carrier agrees not to solicit or engage in business with any of Broker's customers for a period of [NUMBER] years after the termination of this Agreement.

4.2. This non-solicitation provision applies to all of Broker's customers, including those with whom Carrier has or has not yet had any direct contact.

5. Term and Termination

5.1. This Agreement shall commence on the Effective Date and shall continue for a period of [NUMBER] years, unless earlier terminated as hereinafter provided.

5.2. This Agreement may be terminated by either party upon [NUMBER] days' written notice to the other party.

5.3. This Agreement may be terminated by either party immediately upon written notice to the other party if the other party materially breaches this Agreement and fails to cure such breach within [NUMBER] days of written notice of such breach.

6. Notices

All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered personally, sent by certified or registered mail, postage prepaid, return receipt requested, or sent by overnight courier service, addressed as follows:

If to Broker:

[BROKER NAME]

[BROKER ADDRESS]

If to Carrier:

[CARRIER NAME]

[CARRIER ADDRESS]

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of [STATE].

8. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or

contemporaneous communications, representations, or agreements, whether oral or written.

9. Severability

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain in full force and effect.

10. Waiver

No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior or subsequent breach.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

[BROKER NAME]

By: [NAME OF AUTHORIZED REPRESENTATIVE]

Title: [TITLE]

[CARRIER NAME]

By