**AGREEMENT BETWEEN CARRIER AND SHIPPER**

This Agreement Between Carrier and Shipper (the “Agreement”) is effective [DATE],

**BETWEEN [CARRIER NAME]** (the "Carrier"), a company organized and existing under the laws of the [State/Province] of [STATE/PROVINCE], with its head office located at:

 [COMPLETE ADDRESS]

**AND [YOUR COMPANY NAME]** (the "Shipper"), a company organized and existing under the laws of the [State/Province] of [STATE/PROVINCE], with its head office located at:

 [YOUR COMPLETE ADDRESS]

In consideration of the mutual covenants and promises set forth in this agreement, carrier and shipper agree as follows:

1. **TRANSPORTATION OF GOODS**

For the consideration described in this agreement, carrier shall ship [DESCRIBE GOODS TO BE SHIPPED] from shipper at [ADDRESS] to [NAME OF CONSIGNEE], consignee, at [ADDRESS].

1. **TIME OF PICKUP AND DELIVERY**

The date and time of pickup requested by shipper is [DATE], at [TIME]*.* Shipper’s preferred arrival date is [DATE]. Although carrier transports all shipments with reasonable dispatch, carrier cannot operate on a set schedule. If delivery cannot be made within the period set forth, however, carrier will notify shipper when delivery can be expected.

Carrier shall, on pickup of the goods, issue [NEGOTIABLE (ORDER) OR NONNEGOTIABLE (STRAIGHT)] bills of lading for such goods.

1. **STORAGE SERVICE**

Storage may be ordered by shipper at any time from pickup to delivery. Except where the storage service ordered is in transit, carrier shall issue its standard warehouse receipt. That receipt shall then supersede this agreement, unless objected to by shipper within [Number] days of mailing of the receipt. A charge will be made for warehouse labor in and out of regular storage and for wrapping, packing, and accessorial service. Storage is authorized in any warehouse of carrier.

Shipper authorizes carrier, at carrier’s option, to place the goods in storage at destination in the event delivery cannot be made on arrival and authorizes the advancing of any dock or other charge made by any warehouseman for the account of shipper. Shipper further authorizes the advancing of any additional charges for storage, handling, and transportation that accrue if the goods are not accepted at destination.

1. **LIMITATION OF LIABILITY**

The released value of the goods to be transported is hereby specifically stated by shipper to be [AMOUNT] [PER POUND OR PER ARTICLE]. The rates quoted in this agreement are based on such agreed or released value, and carrier’s liability is limited accordingly. Protection against loss or damage exceeding carrier’s liability under this agreement may be secured, if desired, by obtaining additional insurance coverage through carrier.

1. **INSURANCE**

Notwithstanding the declaration of value in Section 4, shipper hereby declares the total actual value of the entire lot of goods to be [AMOUNT], and requests that carrier obtain insurance coverage for such amount at the rate of [AMOUNT] per [AMOUNT] for a total protection charge of [AMOUNT].

Shipper warrants that the amount declared in this agreement is the full actual value of the goods. In the event that the actual value of the entire lot is in excess of the amount so declared, shipper shall be regarded as being shipper’s own insurer to the extent of the difference, and shipper shall bear that proportion of any loss that the undeclared amount bears to the actual value of the goods.

1. **CHARGES**

Charges shall be assessed at the following rates per pound per article:

(a) Transportation: [AMOUNT]

(b) Pickup: [AMOUNT]

(c) Delivery: [AMOUNT]

(d) Storage: [AMOUNT]

(e) Other:[DESCRIBE] [AMOUNT]

All charges are payable at the time of delivery [MANNER OF PAYMENT, SUCH AS: IN CASH, MONEY ORDER, OR CERTIFIED CHECK], unless other arrangements are made in advance with carrier.

1. **CARRIER’S LIEN**

Carrier shall have a general lien on any and all goods now or subsequently delivered to or deposited with carrier by shipper for all charges for transportation, storage, preservation of the goods, and the performance of other services. Such lien shall also extend to such goods for all lawful claims for money advanced, interest, insurance, labor, and other charges in relation to such goods or any part thereof; for all charges and expenses for notice and advertisement of sale and for sale of the goods where there has been a default in satisfying shipper’s obligations under this agreement; and for all court costs and reasonable attorney fees in collecting such charges or enforcing such lien or in defending itself in the event that it is made party to any litigation concerning the goods while they are in its possession. Carrier may bring suit for delinquent charges without first foreclosing its lien.

1. **OWNERSHIP OF GOODS**

Shipper represents and warrants that shipper is lawfully possessed of the described goods and has the authority to ship and/or store such goods in accordance with the terms of this agreement. Shipper shall indemnify carrier in the event of any adverse claim or in the event carrier is made a party to any litigation by reason of having the goods, or any portion thereof, transported or stored, and shall pay attorney fees and court costs, if any, incurred in connection with such litigation.

1. **GOVERNMENTAL REGULATION**

Carrier’s transportation services are subject to governmental regulations. The rates, rules, and regulations of [REGULATORY BODY] govern the services to be performed pursuant to this agreement. The tariff governing this agreement is [DESIGNATE]*.*

1. **CHANGE OF ADDRESS**

Shipper shall promptly provide carrier with notice in writing if any of the addresses provided in this agreement are changed.

In witness whereof, the parties have executed this agreement at [DESIGNATE PLACE OF EXECUTION] the date and year first above written.

SHIPPER CARRIER

 SIGNATURE SIGNATURE

NAME AND TITLE NAME AND TITLE