



Broker-Carrier Transportation Agreement

This contract made and entered into on this _____ day of _____, 20____ between Rosstavi Transport, Inc. "Broker" with its principal place of business located at 20284 Carrey Rd. Walnut, CA 91789, holding broker license MC#857971, and _____ "Carrier" with its principal place of business at _____ holding MC# _____, who is licensed and insured to engage in intrastate and interstate commerce.

1. **Services** – Carrier shall provide transportation services as an independent contractor as requested by Broker. Broker and Carrier agree to a minimum of one (1) shipment per year under this agreement. Services shall be performed in compliance with all applicable local, state and federal laws and regulations.

2. **Federal Regulation Compliance** – The parties agree to fully comply with Department of Transportation and Federal Motor Carrier Safety Administration rules and regulations. Carrier agrees to provide Broker with all documents and information that Broker is required to have on file, and which are normally within the possession or control of Carrier.

3. **Rates and Charges** – Carrier agrees to provide transportation services to the broker for an amount agreed on between broker and carrier, determined on a load to load basis. Carrier agrees not to bill or accept payment from shipper, consignee, or any other third party. Initial _____

4. **Payments** – All **original** copies of paperwork must be sent to Broker within seven (7) days of delivery date. Payment shall be then made to the Carrier within thirty (30) days from receipt of **original** bill(s) of lading and/or freight bill(s), with **legible** proof of delivery(s).

5. **Insurance (Commercial and Cargo)** – Carrier is required, at Carrier's own expense, to have and provide proof of valid automobile, cargo, and workers' compensation insurance. Required minimum limits:

- Automobile liability- minimum of one million dollars (\$1,000,000.00) per occurrence for personal injury and property damage (deductible must be \$1,000.00 or less).
- Cargo liability- minimum of one hundred thousand dollars (\$100,000.00) per shipment (deductible must be \$1,000.00 or less).
- Carrier agrees to provide any additional insurance that may be required, depending on the value of the cargo.
- Carrier agrees to have and maintain workers' compensation coverage on its employees as required by law.
- **Carrier shall provide Rosstavi Transport, Inc. with a certificate of coverage naming Rosstavi Transport, Inc. as Additional Insured, prior to providing any services under this contract.**

Initial (s) _____

6. Carrier Indemnification of Broker and Shipper – Carrier agrees to comply with the applicable laws and regulations and to perform its services in a good and workmanlike manner in accordance with the highest standards of the trade. Carrier agrees to indemnify, defend, release, and hold harmless Broker and Shipper from and against any and all liability, fines, and/or expenses, including the cost of litigation and attorney fees, for regulatory violations, loss or damage to property, including cargo, and/or injury to or deaths of persons, including but not limited to, the property and employees of each party hereto, caused by the acts or omissions of Carrier, its agents, employees, or invitees associated with or arising out of, or anyway connected to this contract.

7. Broker not Responsible for Carrier’s Employees or Agents – It is understood and agreed that Carrier and its employees, independent contractors, lease drivers and the like are not employees or agents of Broker or Shipper, or authorized to act in any respect on behalf of Broker or Shipper.

8. Independent Contractor Relationship – The relationship of Carrier to Broker shall, at all times, be that of an independent contractor. No agency relationship is established between Broker and Carrier by virtue of this contract.

9. Carrier not to Subcontract or Re-Broker Loads – Carrier shall not subcontract or re-broker all or any portion of its duties to transport cargo that were made between Rosstavi Transport, Inc. and the Carrier.

10. Confidentiality – Broker is required to disclose facts to Carrier and its employees and agents regarding Broker’s shipper customers which are considered by Broker to be confidential to them, and are otherwise not disclosed to others outside of the company. Carrier agrees to maintain such confidences and not to utilize any information gained from Broker in any manner contrary to Broker’s interest. Initial _____

11. No Back Solicitation – Carrier shall not solicit traffic from any shipper, consignor, consignee, or to customer of Broker, including but not limited to where; (1) the availability of such traffic first became known to Carrier as a result of Broker efforts, or (2) where the traffic of the shipper, consignor, consignee, or customer of Broker was first tendered to the Carrier by the Broker. If Carrier breaches this agreement, and “back-solicits” the Broker’s customers and obtains cargo from such a customer, Carrier shall be obligated to pay the Broker a commission equal to twenty percent (20%) of the gross transportation revenues the Carrier receives. Carrier obligation to pay said commission shall last for a period of twelve (12) months following the month in which the Carrier first started moving cargo for the Broker’s customer, when cargo was not brokered by Rosstavi Transport, Inc. Carrier agrees that delivery of a copy of this agreement shall constitute a valid assignment of the percentage of Carrier’s gross payments received from customer as stated above. This agreement shall serve as a directive authorizing customer to pay said commission directly to Broker. Initial _____

12. Entire Agreement, Non Waiver – This contract and the documentation reflecting the rates and charges to be established pursuant to paragraph 3, above, constitute the entire agreement between the parties and supersedes all prior agreements, written or verbal, with respect to the services to be performed hereunder. No provision or requirement in this contract shall be considered waived unless a waiver is expressly endorsed hereon or attached hereto.

Initial (s) _____

In witness whereof, the undersigned represent and warrant that they are authorized to enter into this contract on behalf of their respective organizations as of the date first written above. Should legal action be required to enforce the terms of this agreement, the prevailing party shall recover its costs and reasonable attorney's fees from the non-prevailing party. Any legal action initiated to interpret or enforce the terms of this agreement shall take place in the East District West Covina Court House of Los Angeles County Superior Court of California.

Broker:
Rosstavi Transport, Inc.

Carrier:

Signature/ Authorized Representative

Signature / Authorized Representative

Print Name

Print Name

Address:
20284 Carrey Rd.
Walnut, CA 91789
MC-857971
Ph (626) 200-3678
Fax (833) 200-8805

Address

MC _____

Ph () _____ - _____

Fax () _____ - _____

Please sign and fax back along with required documents at (833) 200-3678 or email to dispatch@rosstavi.com



**C.A.R.B Addendum To
Broker-Carrier Transportation Agreement**

This addendum to the Broker-Carrier Transportation Agreement (“CONTRACT”) dated _____, 20____, and executed between Rosstavi Transport, Inc. and _____ (“CARRIER”) assigned California Air Resources Board Identification Number _____. To the extent that any shipments subject to the CONTRACT transported within the state of California, CARRIER warrants that:

1. All trailers, including both dry-van and refrigerated equipment it operates and the Heavy-Duty Tractors that haul them within California under this CONTRACT are in compliance with the California Air Resources Board (ARB) Heavy-Duty Vehicle Greenhouse Gas (Tractor-Trailer GHG) Emission Reduction Regulations; and
2. All refrigerated equipment it operates within California under this Agreement is in full compliance with the California Air Research Board Transport Refrigeration Unit (TRU) Airborne Toxic Control Measure (ACTM) regulations.

CARRIER shall defend, indemnify, and hold Rosstavi Transport, Inc. harmless from and against any penalty, liability, expense (including administrative costs and attorney fees) and other costs imposed on Rosstavi Transport, Inc. resulting from or arising out of CARRIER’s failure to strictly comply with the requirements of this C.A.R.B. Addendum. In the event Rosstavi Transport, Inc. receives notice of a “non-compliance” fine related to the services provided by CARRIER, Rosstavi Transport, Inc. may deduct those amounts from any and all load proceeds to satisfy the levied charges. CARRIER’s obligation under this paragraph to defend, hold harmless, and indemnify Rosstavi Transport, Inc. shall survive any termination of the CONTRACT.

CARRIER:

Rosstavi Transport, Inc.

By _____
(Signature)

By: _____

(Printed Name & Title)

(Printed Name & Title)