



MASTER BROKER SHIPPER AND CARRIER AGREEMENT

THIS MASTER AGREEMENT, between Chain Express. Corp. a Florida corporation, a Regulated Transportation broker; herein for designated as Broker-shipper and _____ hereinafter designated as CARRIER. WITNESSETH:

WHEREAS, BROKER holds a license from The former Interstate Commerce Commission (ICC) replaced by the federal Highway Administration. Department of Transportation (FHWA), to operate as a transportation broker in M.C. 414954 and in good standing with all other regulatory agencies having jurisdiction over it; and WHEREAS, CARRIER holds authority to operate as a motor Common or contract carrier under Certificate or Permit No, MC# or ICC# _____ issued to it by the former ICC, now FHWA; and WHEREAS, CARRIER is in good standing with all regulatory agencies having jurisdiction over it is the intent and understanding of the parties to this AGREEMENT that all transportation services provided to BROKER SHIPPER by CARRIER Shall be contract carriage as defined at 49 USC 13102(4) (B) AGREEMENT is entered into under the provisions of 49 U.S.C. 14101(b). it is understood that the shipments offered to CARRIER by BROKER-SHIPPER Will be only Those where BROKER – SHIPPER exercises complete control over the transportation of the commodities and under these circumstances BROKER-SHIPPER is considered to be a shipper in its relationship with CARRIER. NOW, THEREFORE in consideration of the promises and mutual covenants herein contained, IT is HER BY AGREED as follows:

1. The term of this Agreement, Shall be one be one (1) year beginning with the date of execution hereof and shall automatically renew for consecutive one year extensions unless canceled by either party by giving written notice to the other at cast Thirty (30) days in advance of such cancellation.

2. Carrier and Broker Shipper agree that this Agreement shall govern all shipments tendered to Carrier by BROKER-SHIPPER during the term of this Contact. Any rates, rules and charges in tariffs, schedules rate quotations, or other pricing documents published or maintained by Carrier whether filed or not filed with any regulatory agency. Will not apply for any such shipment unless such rates, rules and charges are specifically incorporated herein.

3. The parties agree that as to each load accepted by Carrier the parties shall execute a written instrument entitled. Broker, Confirmation and when executed by the parties, shall be considered as an Addendum to this Master Agreement.



4. Each Broker Confirmation shall be issued by Broker Shipper and signed by the parties prior to the handling of the particular leading(s) described therein. in consideration or Broker-Shipper's efforts on behalf of carrier as well issuing said Confirmation(s) and Broker-Shipper's guaranty' to Carrier of payment to accordance with such confirmation, the parties agree that Broker-Shipper shall keep any sums which Broker-Shipper's costumers are willing to pay over and above the carrier compensation stated in the Broker confirmation, as Broker-Shipper's commission. It shall be Broker-shipper's responsibility to complete the Broker confirmation in duplicate, mailing or faxing one copy to Carrier and relining the second copy or its own file.

5. Carrier and Broker-Shipper acknowledge that an accepted practice of this transportation industry is the preparation of Bills of lading by companies tendering goods for shipment by carriers. Carrier agrees that the shipper's preparation and carrier's acceptance of such bills of lading shall be considered as receipt for the goods in good order and shall not constitute any agreement or contract of carriage between carrier and the company tendering the goods to it.

6. Broker-shipper shall not be obligated to tender all of it lawful available freight solely to carrier, Carrier hereby agrees that it will transport all awful loadings accepted by it from Broker-shipper to the destinations or destinations designated by the Broker-shipper. In the event the carrier is unable to accept any loading offered to if by Broker-Shipper it shall so advice Broker-Shipper and Broker-shipper, if it desires, may elect to avail itself of the services of another carrier such circumstances failure of carrier to accept Broker-shipper's request shall not be a branch of the terms of this agreement.

7. Carrier agrees that any loading accepted by them will be transported according to Broker-shipper's instructions with reasonable dispatch. As between carrier and Broker-shipper. Carrier hereby assumes all liability for loss and damage while such commodities are in carrier's custody or control. Except with Broker-shipper prior written permission, Carrier shall be prohibited from utilizing any other motor carrier, intermediary or broker to Transport the, shipments contemplated by this Agreement. in, the event that Carrier should violate the terms of this paragraph it shall respond in liquidated damages to Broker-Shipper in an amount which is equal to the freight charge which would accrue to Carrier with respect to such shipment. This provision shall not prohibit Carrier from utilizing owner-operators pursuant to an appropriate lease and the rules and regulations adopted by the FWHA applicable to the use of owner-operators by motor carriers.

8. Because the transportation performed by carrier under terms of this agreement is contract carriage as defined a 49 U.S.C 13102 (4)(b) wherein Broker-Shipper is acting in the capacity of the contracting shipper, Carrier and Broker-Shipper

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expressly waive the billing, payment, and collecting practices in 49 U.S.C 13706-13710 and in lieu thereof agree that Broker-Shipper will be initially responsible for the payment of the agreed rates and charges to carrier under the terms of this agreement for each shipment transported by carrier. Carrier agrees it will not invoice the shipper, consignee, or any other account of Broker-Shipper for transportation performed pursuant to this contract. Carrier acknowledges and agrees that Broker-Shipper costumers are considered third-party beneficiaries of this Agreement and that customers rely upon this agreement to prevent recovery by carrier against said costumer for any charges for shipments which were transported under this Agreement.

9. Carrier's liability begins when it signs the bill of lading or receipt and there is nothing furthers for Broker-Shipper its costumers or the bill of lading consignor or consignee to do in tendering the freight to carrier. Carrier's liability shall end when it receives a signed delivery receipt from the proper named consignee and nothing remains to be done by carrier to deliver the shipment to the consignee. When a shipment or part thereof is refused by the consignee or carrier is unable to deliver it for any reason, carrier shall immediately notify Broker-Shipper order to receive instructions concerning disposition from Broker-Shipper.

10. During the period of this contract, the vehicle or vehicles used for such transportation shall be solely and exclusively under the direction and control of the carrier. Who shall be liable to the Broker-Shipper, the actual Shipper, consignor or consignee for any loss or damage to cargo, or for any property damage that may be caused by the operation of said vehicles

11. Claims against carrier for loss, damage, injury or delay to freight may be filed with carrier by Broker-Shipper, Broker-Shipper customer, parties to the bill of lading, or the beneficial owner of the freight. All Claims will be filed, investigated and disposed of in accordance with 49 CFR 1005 (Principles and Practices for the investigation and voluntary Disposition of Loss and Damage Claims and Processing Salvage) issued by the FHWA.Suits base on loss, damage, injury or delay to freight transported pursuant to this contract shall be initiated within two (2) years and a day from the later of the dates on which the claimant and /or broker-Shipper receive a written disallowance from carrier, In any suit or other proceeding arising out of such claim. Broker- shipper, Broker-shipper's account, parties to the bill of lading, or the beneficial owner of the freight shall be entitled to reasonable attorney's fees. Notwithstanding the foregoing, any claim disallowed by carrier or not disposed of in accordance with 49 C.F.R S.1005 may be offset by Broker-shipper from amounts otherwise due carrier. Any provisions of this paragraph which could be deemed to be in conflict with 49 USC 14706 will be considered as a waiver of those provisions by the parties to this Agreement.

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12. Carrier Shall indemnify, defend (including payment of Broker-Shipper's court costs and attorney fees) and hold Broker-Shipper. Broker-shipper's costumers, shippers, receivers, consignors, consignees and beneficial owners of he freight from all loss, damage(including injuries resulting in death) or damage to property to the extent arising out of or resulting from carriers breach of its standard of liability containers herein. Carrier shall procure and maintain, at its own expense. Liability insurance with a reputable and financially responsible insurance carrier properly insuring carrier against liability and claims (a) for injuries to persons including injuries resulting in death) or damage to property in the amount, in the case of each accident, of not less than \$750.000.00 and (b) for loss of or damage to freight, in an amount no less than \$100.000.00 with respect to catch shipment. Carrier shall furnish to Broker-Shipper written certificates obtained from each insurance carrier showing that such insurance has been procured and is being properly maintained specifying the name of the insurance carrier. The policy number and the expiration date. Such insurance maintained specifying the name of the insurance carrier, the policy number, and the expiration date, Such insurance policies shall provide that, in the event of cancellation, written notice of such cancellation shall be given to Broker at least thirty (30) days prior to such cancellation. In addition, broker will be named additional insured on the carrier's insurance policy.

13. Valid certificates of liability and cargo insurance as provided in section 12 above are to be furnished to Broker-Shipper prior to carrier's vehicle being loaded. But Broker-Shipper will tender a shipment to carrier based on a signed statement from carrier certifying the insurance required by this Agreement is in effect and not canceled or under suspension and certifying that certificates of such effective insurance will be sent promptly to broker-Shipper. Carrier's accomplishment with these insurance requirements will be considered as a breach of contract, and carrier agrees to liquidated damages of 10% of carrier's agreed upon gross revenue from the settlement for each trip occurring while the default existed.

14. It is further mutually understood and agreed that the relationship of carrier to Broker-Shipper hereunder is, and shall remain, solely that of an independent contractor and that drivers of the motor trucks and any persons employed if any connection with the loading, transportation, or unloading of commodities under this agreement are subject to the direction, control, and supervision solely of carrier and shall not be deemed to be employees of Broker-shipper for any purpose. Carrier also represents and agrees that such employees are and will at all times be covered by adequate workmen's compensation insurance as provided by law.

15. In consideration of services completed in accordance with the agreement between the parties by Carrier, Broker agrees to pay the Carrier Compensation

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per the agreement, even if the shipper does not or cannot pay Broker Shipper. It is specifically understood by the parties that this Broker-Shipper's guarantee of payment is part of the consideration for this Agreement.

16: All notices required to be given under any of the provisions of this Agreement shall be properly given and are full compliance hereof if made in writing and deposited in a United States post office by certified mail, postage repaid, bearing the address of the respective parties as hereinafter set forth.

17. Information regarding Broker-Shipper its costumers and the terms and conditions of the Contract is considered to be confidential business information of Broker-Shipper, Broker-Shipper has secured the goodwill of its customer: Carrier will treat all matters relating to the business of Broker-Shipper, or its customer, as confidential business information and entrusted to Carrier solely for its use in performing services under this Contract. Such information will not divulged in any way to any person except as is necessary for Carrier to carry out its obligations Under this Contract. For the term of this Contract and for nine (9) consecutive months after termination of this Contract for whatever reason, Carrier will not directly or indirectly solicit or serve, or aid in soliciting or serving any customer of Broker Shipper.

18. Carrier shall not permit any encumbrance or lien arising out of acts of or claims against Broker Shipper to be entered, levied or to exist upon goods transported under this Contract, including but not limited to a lien for freight charges which may be due for that particular shipment or any prior shipment. Carrier shall remove such lien or encumbrance immediately after becoming aware for the existence thereof.

19. If a petition in bankruptcy is filed by Carrier or if Carrier is adjudicated as bankrupt, or if Carrier makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the insolvency of Carrier, the defaulting party may, without prejudice to any other right or remedy, terminate this Contract. if Carrier should refuse or fail to supply satisfactory and lawfully qualified or personnel or proper equipment or fail to make prompt payment for materials or labor or disregard law, ordinances or reasonable instructions of Broker-Shipper or its accounts, or if Carrier should fail to timely pay any sums due hereunder or Carrier otherwise be guilty of a violation of any provision of this Contract. then Broker-Shipper may forthwith cancel this Contract without prejudicing any additional legal rights which it or any other party may have under this Contract. and statutory common law.

21. This Contract is divisible. if any provision is held to be violative of any law or regulation, or Is unenforceable for any reason, such illegality shall not affect the reaming portions of this Contract, which shall remain in full force and affect.

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22. This Agreement shall be binding upon the successors and assigns of the respective parties here to; provided, however, that Carrier shall not assign this Agreement or any rights hereunder without the prior written consent of he Broker-Shipper. .

23. Except for matters governed exclusively by federal law, this Florida Agreement Shall be governed by and construed under Florida law without regard to ,any conflict of laws provisions which would required application of law of any other jurisdiction.

The parties agree that any and all actions or proceedings commenced to enforce the terms of this agreement shall be brought in he state of federal courts located in the city and county of Miami, Dade, state of Florida, Each party consents to the each. Sive personal and subject matter jurisdiction of such courts, and waives any objections to the venue in such courts. The parties also waive trial by jury in any action commenced concerning or related to this agreement.

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Carrier

Company Name

Address

City, State, Zip Code

Roberto Cadena
President/CEO
Chain Express Corp

Printed Name
Must be an Officer of Company