

CONTRACT FOR THE TRANSPORTATION OF VEHICLES

This agreement is entered into this _____ day of _____, _____ between Selland Auto Transport, Inc., dba SAT Brokers, hereinafter referred to as BROKER(MC277138) and _____, hereinafter referred to as CARRIER(MC_____). The terms and conditions shall be as follows:

INDEPENDENT CONTRACTOR: The parties agree that both CARRIER and BROKER are independent contractors and that their relationship at all times shall be viewed as such.

SERIES OF SHIPMENTS AND DISTINCT NEEDS: BROKER agrees to provide CARRIER with the opportunity for shipments within the scope of the CARRIER'S authority, and CARRIER agrees to transport any tendered shipments promptly and efficiently, subject to the terms and conditions specified herein to meet the distinct needs of the BROKER.

METHODOLOGY OF RATE MAKING: Rates shall be negotiated at the time of shipment and shall be agreed upon prior to the CARRIER loading its vehicles. In the event that the rates are based on mileage, all miles will be based on PC MILEMAKER. A rate confirmation sheet shall be completed and signed by both parties and made a part of the contract. Payment to the CARRIER by the BROKER shall prevail as the contract rate or charge, and under-charge claims will not be honored unless presented within 60 days.

PAYMENT PROCEDURE: The BROKER shall pay the CARRIER within 48 hours of payment from the BROKER'S customer. The BROKER cannot bill the customer until the BROKER has received proof of delivery from the CARRIER, including all transport damage, shipping order, CARRIER operating authority permits, certificates of insurance, and any other documents necessary to invoice the customer. In the event a CARRIER collects at the delivery point, the moneys shall be payable to the BROKER. The CARRIER agrees that it always will be responsible for collecting on C.O.D. deliveries.

REIMBURSEMENT BY OFFSET: In the event of any damage to vehicles while under the direction, possession or control of the CARRIER, it agrees to promptly reimburse BROKER for all such damage claims paid by the latter. CARRIER further agrees that such reimbursement shall be paid to BROKER no later than 30 days after notification from BROKER of such damage claims. The CARRIER agrees that the BROKER may withhold settlement amounts otherwise due CARRIER until such reimbursement is made, and if not made within 30 days of notification, then BROKER may, in the sole exercise of its discretion, withhold and offset the amount of the damage claims from the CARRIER'S settlement before paying the balance to CARRIER.

CARRIER'S RIGHTS AND DUTIES: On each shipment the CARRIER shall issue a standard Bill of Lading and the traffic shall move under the terms and conditions of this Bill of Lading. Where there is a conflict between the Bill of Lading and this contract, the provisions of this contract shall prevail. The CARRIER shall be liable for all loss, damage, or liability occasioned by the transportation of property for which the BROKER has arranged while such property is under the care, custody, or control of the CARRIER. The CARRIER agrees that under no circumstances will it directly or indirectly communicate with customers referred to it by the BROKER without the express knowledge and written approval of the BROKER while this agreement remains in effect or for one year after its termination. The CARRIER agrees that neither it nor its agents, nor anyone under its control or with whom it is associated in whatever capacity, will approach customers (back solicitations) introduced to it by the BROKER for the purpose of selling its services directly or indirectly, or accepting traffic from the customer without the BROKER'S participation. It is agreed by the CARRIER that if it breaches this restriction on soliciting customers introduced by the BROKER, the CARRIER will pay the BROKER the highest percentage of revenue previously paid to the BROKER on all traffic obtained by each breach. These payments shall continue during the period in which this agreement remains in force and for a period of one year after termination of this agreement by either party.

BROKER'S RIGHTS AND DUTIES: The BROKER shall uphold the good reputation of the CARRIER and shall not misrepresent the services and abilities of the CARRIER.

INDEMNITY: CARRIER agrees to indemnify BROKER and to hold BROKER harmless as follows: a) for loss of, or damage to, CARRIER'S equipment; b) for loss resulting from injury, including death, sustained by CARRIER or by any employees of CARRIER, or by any other person while acting in the capacity of the driver or helper in connection with the operation of the equipment utilized herein, including the payment by CARRIER of any worker's compensation benefits or unemployment compensation benefits, as well as any additional benefits paid under "No Fault" and "Personal Injury Protection" laws in any state; c) for any bodily injury, property damage, or cargo loss or damage including the defense of lawsuits therefrom arising out of the maintenance, use, or operation of the motor vehicle equipment utilized by CARRIER herein; and d) for any loss or damage sustained by BROKER as a result of the negligence, incompetence, or dishonesty of CARRIER or CARRIER'S agents or employees. CARRIER agrees to pay all costs, expenses and attorney's fees which may be expended or incurred by BROKER in remedy, or by BROKER against the CARRIER in any litigation brought against the BROKER because of any act or omission of CARRIER under this agreement.

EXCEPTION FOR UNCONTROLLABLE FORCE: Neither party hereto will be liable for the failure to tender or timely transport freight 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.

ENTIRE AGREEMENT: This document and the BROKER'S freight bill contain the entire agreement between the parties and no additions or alterations shall be effective unless in writing, and signed by both parties.

INSURANCE: CARRIER warrants that it has liability and cargo insurance in an amount equal to ICC requirements or \$250,000 per occurrence, whichever is greater. CARRIER further warrants it will maintain said cargo and liability insurance for the duration of this agreement and **provide BROKER with a certificate naming BROKER as an Additional Insured.**

CARRIER _____	BROKER <u>Selland Auto Transport dba SAT Brokers</u>
BY _____	BY _____
TITLE _____	TITLE _____
DATE _____	DATE _____

THIS CONTRACT MUST BE COMPLETED BY A CORPORATE OFFICER OR BY THE LEGAL OWNER.

ONCE COMPLETED, FAX TO (206) 957-5996
PLEASE SEND ORIGINAL, COMPLETED IN FULL & SIGNED IN BLUE INK, TO:

SELLAND AUTO TRANSPORT
DBA: SAT BROKERS
615 South 96th St.
Seattle, WA 98108