

TRANSPORTATION AGREEMENT

This Transportation Agreement (“Agreement”) is made by and between BISSON TRANSPORTATION, INC. (“Broker”) and _____ located at _____ (“Carrier”).

Broker represents that it is a qualified property broker authorized by the Interstate Commerce Commission, or any other applicable agency, to arrange for transportation services between carriers and shippers pursuant to this Agreement under authority issued in MC-237741, and authorized under the Trucking Industry Regulatory reform Act of 1994, and that it will comply with all applicable laws and regulations and maintain its transportation operating authority for the duration of the Agreement. As here-pertinent, Broker represents to Carrier that is operating solely in the capacity as an agent for the shipper.

Carrier represents that it is a qualified motor carrier authorized by the Interstate Commerce Commission, or any other applicable agency, to perform transportation services for Shipper pursuant to this Agreement under authority issued un MC-_____, and authorized under the Trucking Industry Regulatory Reform Act of 1994, and that it will comply with all applicable laws and regulations and maintain its transportation operating authority for the duration for the duration of this Agreement.

NOW THEREFORE, in consideration of the agreements and mutual covenants set forth below, the parties agree to the following:

1. Transportation Services:

- A. *Scope.* Carrier agrees to provide transportation services arranged by broker for shippers within commodity description and territorial scope authorized by the Interstate Commerce Commission, and as further permitted under the Trucking Industry Regulatory reform Act of 1994.
- B. *Equipment.* Carriers agrees to provide serviceable, first class equipment, maintained in good operating condition at all times, to protect and preserve Shipper’s products, and to provide properly licensed and qualified drivers. Carrier shall at all times be responsible for and pay all costs and expenses necessary to or incidental to the maintenance and operation of said equipment. The parties agree that Carrier has and shall have exclusive control and direction of the motor vehicle equipment used in the performance of transportation services pursuant to this Agreement.
- C. *Compliance with Laws.* Carrier, at its sole cost and expense, shall procure and maintain such licenses and permits as are or may be required by local, state or federal authorities for the performance of transportation services pursuant to this Agreement. Carrier shall comply with all applicable laws, ordinances, codes, rules and regulations in performing the services called for in this Agreement.
- D. *Distinct Needs.* Time is of the essence in Carrier’s performance of it’s obligations, and Carrier recognizes that the timely and safe delivery of the lading, pursuant to Shipper’s distinct needs for the transportation and delivery, is a basis for entry into the Agreement. Carrier agrees to transport all shipments arranged by Broker with prompt and reasonable dispatch in accordance with scheduled delivery appointments set by Shipper or its customers. Shipper delivery service levels must be maintained at 98% or better, Carrier recognizes that Shipper has other distinct needs with regard to traffic including, but not limited to, a need for simplified rating and billing and a need for suitable equipment to protect the character, nature and perishability of the freight.
- E. *Tender of Series of Shipments.* Broker agrees to arrange for the tender to Carrier a series of shipments of no les than one (1) during a twelve (12) month period for transportation in interstate commerce. Carrier agrees to haul all shipments arranged by Broker and tendered to it by Shipper, if within Carrier’s geographical area of operations.

2. Compensation. As compensation for transportation services arranged by Broker and provided by Carrier pursuant to this Agreement, Broker shall pay Carrier 30 days receipt of invoice.

3. Term. The term of this Agreement shall be for an initial period of one (1) year commencing on the date this Agreement is fully executed, and from year to year thereafter, subject to the right of termination by either party at any time without cause of liability upon thirty (30) days prior written notice to the other party. Such termination shall not release either party from any liability or obligation existing or accrued at, or prior to the date of such termination.
4. Bill of Lading. Shipments shall be tendered to Carrier at such places and times as arranged by Broker and as Shipper shall designate, and shall move on the bill of lading utilized by Shipper or other such document as Shipper and Carrier may agree to use, to the extent that the terms and conditions of any bill of lading, purchase order, service order or shipping contract conflict with any provision herein, this Agreement and the exhibits reflecting agreed transportation charges shall control.
5. Co-Brokering and Back Solicitation. Carrier agrees (i) that under no circumstances will any load be tendered to it by Broker be tendered or “double-brokered”, to another carrier for transportation, without the written permission of Broker, and (ii) that Carrier will not “back-solicit” traffic from Broker’s shippers. Violation could result in withholding freight charges due carrier. Carrier acknowledges that Broker’s accounts, including its customers names, addresses, telephone numbers, traffic patterns, and shipping requirements to be proprietary in nature. Carrier will not contact or back-solicit Broker’s accounts during the term of this Agreement and for a period of one (1) year thereafter. Where Carrier violates this section, Carrier will pay Broker liquidated damages equal to ten percent (10%) of the freight charges of the shipment(s). Any notice or other communication required or permitted to be given under this Agreement shall be sufficiently given if sent by express, certified or registered mail, postage prepaid, or by an Independent next business day delivery service addressed as set forth below or to such addresses as Carrier or Broker shall give notice to the other by like means, any such notice or communication shall be deemed to have been given as of the date so mailed or delivered to the delivery service.
6. Liability and Insurance.
 - A. Carrier agrees that in the transportation of any goods for Shipper, it assumes all risk and transportation hazards and liabilities from the time of receipt of any goods by Carrier until proper delivery has been made. The handling of claims for any cargo loss or damage shall be governed by applicable provision by the Code of Federal Regulations.
 - B. Carrier agrees to defend, indemnify and save harmless Broker and Shipper and their personnel against any claim, loss or damage of any kind, including consequential damages, costs and attorney’s fees, incident to or in any connected with Carrier’s performance or failure to perform properly under this Agreement.
 - C. Carrier shall maintain comprehensive general and vehicular liability insurance with a combined single limit of not less than \$1,000,000.00 per occurrence. Carrier may be required to provide Certificates of Insurance naming Broker and/or Shipper as “Additional Insured, as their interests may appear.”
 - D. Carrier shall maintain cargo and theft insurance with a combined single loss of not less than \$100,000.00, if required by Broker and Shipper. Carrier may be required to provide Certificates of Insurance naming Broker and/or Shipper as “Loss Payee, as their interests may appear.”
 - E. Carrier shall furnish the Broker and/or Shipper, if so requested by either party, a written certificate, signed by its insurer, evidence that the above insurance is in full force, and that the insurer will not cancel or change the insurance without first giving the Broker and /or Shipper thirty (30) days prior written notice.
 - F. Carrier agrees to hold Broker harmless from, and indemnify Broker from any liability resulting from loss or damage to any freight transported by Carrier pursuant to this agreement, including all costs to defend said claims. Carrier further agrees to hold Broker harmless from, and indemnify Broker for, any liability resulting from personal injury or property damage which may occur during the operations of Carrier pursuant to this agreement, including all costs to defend said claims. Carrier shall be liable to Broker for loss or damage to any property transported under this contract. Such liability shall begin at the time the freight is loaded in or on Carrier’s equipment at the point of origin, and continue until said freight is delivered to the designated consignee at destination or to any intermediate stop off party.

The liability shall be for the full value of the item, which shall be understood to mean the replacement cost of the lost or damaged item(s).

7. Independent Contractor. It is understood and agreed by the parties hereto that the Carrier is and shall be an independent contractor, and in no event shall any employee or independent contractor hired or retained by Carrier be, or considered to be, an employee, independent contractor or agent of the Broker or Shipper. Carrier is not granted any right or authority to create any obligations, express or implied, on behalf of Broker or Shipper.
8. Force Majeure. In the event that either party is prevented from performing its obligation under this Agreement because of an occurrence beyond its control and arising without its fault or negligence, including, without limitation, war, riots, rebellion, acts of God, acts of lawful authorities, fire, strikes, lockouts or other labor disputes, such as failures to perform shall be excused for the duration of such occurrences.
9. Nondisclosure. Neither party shall disclose to any third party not directly involved in the execution or performance of this Agreement, any information regarding any part of this Agreement, except as may be required by law or permitted in writing by the other party.
10. Miscellaneous.
 - A. Neither this Agreement nor any interest herein may be assigned by either party without the prior written consent the other, and any unauthorized assignment shall be void.
 - B. Captions appearing in this Agreement are for convenience only, and do not in any way limit, amplify or otherwise affect the terms and provisions of this Agreement.
 - C. Any notice from one party to the other shall be in writing and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, registered or certified, postage prepaid, and delivered or mailed to either one of them at the address set forth above. Any party may at any time change such address by delivering or mailing such change ten (10) days prior to the effective date of such change.
 - D. The terms and conditions of this Agreement shall be governed by the laws of the State of Maine and all payments for transportation charges are due and payable in West Bath, Sagadahoc County, Maine.
 - E. This Agreement, and attached Exhibit or Exhibits, constitute the entire Agreement between the parties and supercedes all prior communications, understandings or agreements, whether written or oral. No amendment to this Agreement waiving, changing or adding to any provision shall be in effect unless it is in writing and signed by both parties. A waiver of default shall not be a waiver of any other default of any continuing or subsequent default.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date set forth below.

Date: _____

Date: _____

Name of Carrier

BISSON TRANSPORTATION, INC.

By:

By:

Printed Name / Title

Printed Name / Title

Interchange Agreement

This is to confirm our agreement to allow _____ hereinafter referred to as "Carrier" to transport our trailers, loaded or empty, for the purpose of loading or unloading such trailers.

During such times as our trailers are being transported by Carrier, Carrier agrees to the following terms of indemnification:

A) Carrier shall release and hold harmless Bisson Transport from and against any and all damage, liability, cost or expenses suffered or incurred by Carrier arising out of or connected with injuries to or death of person or loss or damage to property of others arising out of Carriers use, operation, maintenance or possession of Bisson Transport trailers, or cargo being transported therein or cargo being loaded or unloaded unless such loss etc., is caused by acts or omission of Bisson Transport.

B) Carrier shall inspect the trailer, noting all damage, absence of damage, and the condition of safety items including, but not limited to tires, brakes, air system and sliding tandem hook pins. Such inspection is to be done when accepting the trailer for transport. Should the inspection reveal safety related defects Carrier will notify Bisson Transport before transporting the trailer. Transportation of the trailer by Carrier shall be deemed to indicate an absence of safety related defects.

C) Carrier shall be responsible for all loss and damage to or destruction of lading being transported while said lading is in its possession and for all loss and damage to or destruction of Bisson Transport trailers while said trailers are in its possession except if caused by acts or omission of Bisson Transport.

D) Carrier shall procure at its expense sufficient automobile and comprehensive general liability coverage to protect Bisson Transport and list it as an additional insured under all conditions stipulated in this agreement, including amounts of not less than \$1,000,000 bodily injury or death for occurrence and \$1,000,000 property damage. A certification of insurance specifying such coverage will be furnished to Bisson Transport upon request and shall provide that the insurance company provide notice, thirty (30) days in advance, of any change in coverage under such provision to be contained on the Certificate of Insurance; provided however, that notwithstanding any provision of this paragraph, it is understood and agreed that the liability assumed by Carrier shall not be limited to the insurance coverage stipulated herein.

E) Carrier is not to perform any maintenance on any trailer without first contacting Bisson Customer Service Center at 1-800-370-3460.

F) This agreement does not alter or amend any contract of haul between parties but is only to provide an understanding of the responsibilities in an interchange arrangement.

Bisson Transportation, Inc.

Carrier _____

Title: _____

Title _____

Date _____

Date: _____