

Des Moines Truck Brokers, Inc.

Carrier Transportation Agreement

This agreement is made this ____ day of _____, 20__ by and between Des Moines Truck Brokers, Inc. (Herein after called "DMTB"), a licensed broker of property and

_____ (Hereinafter called "carrier") an authorized and registered MOTOR CARRIER under AUTHORITY of the FEDERAL HIGHWAY ADMINISTRATION (FHWA), and is entered into pursuant to the provisions of Title 49, U.S. CODE SUBTITLE IV, PART B.

Witnesseth:

1. DMTB is a duly licensed broker of property registered with the office of Motor Carriers, section of licensing hereinafter "MCSL" and has access to the transportation of cargo to be tendered to CARRIER. A copy of DMTB's license is attached and incorporated herein.
2. CARRIER is a MOTOR CONTRACT CARRIER of property registered with MCSL. CARRIER represents that it operates, and will provide MOTOR CARRIER equipment to DMTB, and agrees to provide service on reasonable request and to provide safe and adequate service on all shipments tendered to it by DMTB. CARRIER attests that it will transport such loads as offered using carriers own equipment or equipment leased to carrier as needed and further attests that carrier will not broker such loads to another carrier. In the event CARRIER violates this prohibition against brokering a load tendered by Broker, CARRIER agrees that Broker shall be relieved of all responsibility for compensation CARRIER.
3. DMTB agrees to offer to CARRIER shipments for transportation, and CARRIER agrees to transport such shipments for DMTB when it has equipment available, from and to the origin and destination points.
4. CARRIER is responsible for and shall comply with all applicable laws, statutes, rules and regulations of the DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION (Hereinafter "FHWA") and all other federal, state and local governmental entities regulating the operations of Motor Vehicles in performing its obligations herein. CARRIER, at its cost and expense, shall provide adequate and satisfactory motor vehicle equipment for use in performing the services required hereunder and shall maintain such equipment in good and efficient condition. The CARRIER, at its cost and expense, shall procure and maintain such licenses and permits as are required by federal, state and local authorities with respect to such transportation services, and shall comply with all FEDERAL, STATE, and LOCAL LAWS and REGULATIONS applicable there to.
5. DMTB agrees to offer to the CARRIER a series of shipments during the term of this agreement. CARRIER agrees to maintain cargo insurance to compensate DMTB, or owner of cargo, for loss or damage to the cargo. The cargo insurance coverage required to be provided by CARRIER herein shall be in the form required by FHWA and in amount of not less than \$100,000.00. Should carrier change its insurance carrier during the term of the agreement, it shall cause its new insurance carrier to forward to DMTB an insurance certificate in the form required by this paragraph 5 and paragraph 6.
6. CARRIER represents and warrants that it has and will continuously maintain during the term of this agreement cargo and public liability insurance sufficient to comply with requirements of the FHWA. CARRIER shall maintain liability insurance in an amount of not less than \$750,000.00 during the term of this agreement. CARRIER will provide DMTB with a copy of a certificate of insurance showing the required coverage for cargo, liability, and worker's compensation insurance. Additionally, CARRIER certificate of insurance shall require that DMTB receive of a minimum of ten (10) days written notice prior to effective date of cancellation or material change in any policies listed. CARRIER further agrees to add DMTB as "Additional Insured" on all insurance policies.
7. Rates and charges for traffic moving under this agreement shall be in accordance with the rates set forth in writing or made verbally to meet specific shipping schedules. Confirmation of verbally agreed rates will

be made by a recap, faxed or mailed, by DMTB to CARRIER and CARRIER shall initial such confirmation and return the document by fax to DMTB. In addition, confirmation of any verbally agreed rates shall be made by the CARRIER's billing and DMTB's payment there of. If DMTB pays the freight invoice in a reduced amount, such amount shall constitute the agreed rate unless CARRIER indicates to the contrary to DMTB within thirty (30) days of receipt of payment. Additional rates or modification of rates may be established or amended in order to meet specific shipping schedules, as mutually agreed, but such charges shall be sent by the party initiating the change, by fax machine, to the other party, approval of the change shall be demonstrated by the second party changes shall be separately numbered as Appendix A. Addendum 1, et seq. A sample is attached hereto which is marketed as "sample" in the upper right hand corner.

CARRIER authorizes DMTB to invoice shipper, receiver, consignor or consignee for freight charges as agent for and on behalf of CARRIER. DMTB shall be the only person liable to CARRIER for freight charges or for any other charges due CARRIER for services provided under this contract. Payment of the freight charges to DMTB shall relieve shipper, receiver, consignor or consignee of any liability to the CARRIER for non-payment of charges. CARRIER agrees that rates are contractual and not common carrier rates.

8. CARRIER and DMTB agree that when mileage is required to establish freight charges herein, the mileage schedule contained in the HOUSEHOLD GOODS CARRIER'S BUREAU/RAND McNALLEY'S MILE MAKER PC in effect on the date of shipment shall be used to calculate the correct mileage to be used in assessing the freight charges.

9. CARRIER will bill DMTB directly for all transportation services. CARRIER shall provide DMTB with a signed bill of lading and delivery receipt. Such receipt shall identify the CARRIER, the CONSIGNOR and CONSIGNEE, and ANY OTHER PARTIES to the transportation service, number and description of cargo shipped and origins and destinations. CARRIER shall immediately notify DMTB if cargo shipped is not received in good order and condition.

10. DMTB agrees to pay CARRIER for the transportation service provided using the rates and charges established pursuant to paragraph 7 within twenty-one (21) days of receipt by DMTB of carriers original invoice with all necessary signed delivery receipts, bills of lading, shipping manifest, or any other documents required to obtain payment from the responsible party. DMTB may withhold or offset any funds due to CARRIER pending settlement, payment, or reimbursement for any claims, losses, damages, injuries, or expenses incurred which are caused by or resulting from the obligations, acts, or omissions of CARRIER.

11. CARRIER shall indemnify DMTB and hold DMTB harmless from and against any and all losses, damages, fines, actions, injuries, claims, and expenses, including court costs and attorney's fees, for injuries to persons and damages to property where such losses, damages, or injuries arise out of CARRIER's obligations herein or the acts or omissions of CARRIER. CARRIER shall be liable to DMTB for losses, or damages to the cargo transported while in its possession, control, or resulting from CARRIER's performance or failure to perform as required or agreed.

12. Except as otherwise modified herein, CARRIER agrees that it shall have the obligations of a common carrier hereunder as such obligations are set forth in (PART 1005 OF TITLE 49 OF THE CODE OF FEDERAL REGULATION AND 49 US CODE 11707)(e) including future amendments there of with respect to any and all claims and actions for loss or damage to cargo transported pursuant to the terms and conditions of this agreement. The parties agree that CARRIER shall be liable for the full value of lost or damaged cargo.

13. CARRIER shall hold DMTB harmless from, and upon demand promptly reimburse DMTB for any and all payments of money including fines, damages, legal fees, and expenses, by reason of any claim demand, tax, penalty, or judicial administrative proceeding including such claims where DMTB negligence is alleged, arising out of CARRIER's discharge of its duties and responsibilities as specified in this agreement. CARRIER shall notify DMTB of any such claim, action, or proceeding as soon as CARRIER

becomes aware thereof. Notwithstanding the forgoing, DMTB reserves the right to control the defense or any claim proceeding, including the right to designate counsel.

14. The relationship of the CARRIER to DMTB shall, at all times, be that of an independent contractor, except that DMTB shall be the agent for the CARRIER for the collection of charges.

15. CARRIER shall not solicit traffic from any shipper, consignor, consignee, or customer of DMTB where the availability of such traffic first became known to CARRIER as a result of DMTB's efforts. All such accounts shall be deemed DMTB accounts unless, and until, CARRIER demonstrates that it has transported property for the account within ninety (90) days preceding DMTB identification of the account. CARRIER agrees to support and protect DMTB's efforts in performance of this agreement by refraining from any direct contact or solicitation of accounts DMTB identifies to CARRIER. The CARRIER understands that DMTB has put forth substantial effort and investment in order to develop its accounts and it will at no time during the term of this agreement and for one (1) year after the effective date of any termination, a) attempt to solicit, b) divert, c) by-pass DMTB, or d) back solicit or perform any transportation services as a carrier, employee of a carrier, agent, leased operator, broker, or an any other capacity for any account of DMTB which DMTB has previously tendered to CARRIER. CARRIER agrees to pay DMTB a commission in the amount of fifteen (15) percent of the gross revenue per load on any freight so transported by CARRIER for any of the DMTB accounts, and interest, costs, and reasonable attorney fees in the event legal proceeding are necessary to collect said amounts. This commission applies during the period in which the agreement remains in force, and for a period of one (1) year after the termination of this agreement by either party.

16. 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 cause by strikes, acts of God, war, civil disorder, or through compliance with legally constituted order of civil or military authorities.

17. If any term or provision of this agreement shall be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other term or provision here of.

18. The parties to this agreement shall not disclose any information of any nature regarding any part of this agreement, except as may be specifically required by law.

19. This contract is binding upon the parties hereto, their successors and assigns, and shall be construed under the laws of the State of Iowa.

20. This agreement shall be deemed to be effective on the first date that CARRIER and DMTB commenced business and the parties agree that the provisions contained herein properly express and memorialize the complete understanding of the parties as contained in all prior agreement, both verbal or in writing. This agreement shall be effective continuously subject to the right of either party hereto to cancel the agreement at any time upon not less than thirty (30) days written notice of one party to the other.

CARRIER: _____

Des Moines Truck Brokers, Inc.

SIGN: _____

SIGN: _____

PRINT: _____

PRINT: James R. DeMatteis

TITLE: _____

TITLE: Vice President Operations