

BROKER - CARRIER AGREEMENT

This agreement is entered into this _____ day of _____ in the year _____, between:

Page Transportation Inc., a property broker, MC -- 156127, of P.O. Box 920 Weedsport, NY 13166
(hereinafter referred to as "Broker"), **AND / OR Page E.T.C. Inc., a property broker, MC – 209504, of P.O. Box 120, Weedsport, NY 13166** (hereinafter referred to as "Broker"),

And _____, a contract carrier, MC - _____ whose business address is _____ (hereinafter referred to as "Carrier").

Whereas the Broker is a duly formed corporation whose employees have the knowledge, skills and ability to locate businesses with a need for transportation services for their product; and Whereas, the Carrier is a Motor Contract Carrier operating in Interstate Commerce, pursuant to a permit issued by the Interstate Commerce Commission or appropriate agent; and in consideration of their mutual promises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Broker and the Carrier have determined an agreement is to their mutual advantage and best interest and they hereby agree to the following terms and conditions:

I. TERM OF AGREEMENT

The term of this agreement shall commence on the date above and continue until terminated by either party upon thirty (30) days prior written notice. Should either party substantially violate or breach this agreement, it shall be subject to termination immediately by notice of the aggrieved party to the other.

II. OBLIGATION OF BOTH PARTIES

Broker agrees to offer for shipment and Carrier agrees to transport by motor vehicle from and to such points between which service may be required such quantities of authorized commodities as the Broker may require subject to Carrier's availability of suitable equipment. In consideration of the terms of this agreement and the requirements of the ICC, the Broker agrees to tender to the Carrier a minimum of one (1) shipment during the term of this agreement.

III. CARRIER'S RIGHTS AND DUTIES

The Carrier shall be liable for all loss, damage or liability occasioned by transportation of property arranged for by the Broker, while such property is being transported by the Carrier. Carrier agrees to maintain insurance in the minimum types and amounts set forth below, and to compensate Broker, owner or consignee for loss or damage to property belonging to Broker, owner or consignee which property comes into the possession of Carrier. The Carrier shall have the right to decline to ship on any given account on good cause and providing the Broker is notified twenty-four (24) hours prior. Once the Carrier has accepted the request of the Broker, transportation will be provided with all reasonable dispatch. The Carrier shall provide Broker with equipment that meets Department of Transportation standards and complies with Federal Safety regulations. Carrier will prepare and issue to the Broker for payment of transportation charges in writing a billing for services rendered on a per shipment basis indicating therein such rates and accessorial charges as have been mutually agreed upon in order to meet specific shipping schedules in a prompt manner attaching such evidence of proof of delivery and original copy of shipping order as is an accepted standard of the trade.

Carrier agrees it will not knowingly communicate by telephone or otherwise directly with clients referred to it by the Broker, without the express knowledge and approval of the Broker. It is understood by the Carrier the provisions herein pertain to "back soliciting". Carrier hereby agrees neither it nor anyone under its employ will approach shipper clients introduced to it by the Broker for the purpose of providing services without the participation of Broker, for as long as the Broker is in operation. The Carrier agrees that the verbally agreed and/or the faxed and signed "rate sheet confirmation" will be the full amount due for all transportation services and no other amount will be billed or expected to be paid by the Broker.

The Carrier also agrees to furnish a Contract Carrier authority as well as a certificate of insurance listing:

- Trucker's Form Auto Liability insurance (minimum of one million dollars (\$1,000,000.), including owned, hired, and non-owned vehicles;
- Cargo insurance (minimum of fifty thousand dollars (\$50,000.), without exclusions or restrictions;

- Workers Compensation, unemployment, and disability insurance, as necessary by state, from an insurance carrier approved by each state in which services are performed hereunder .

The Carrier shall cause its insurance carrier to name Broker as an additional named insured under both the Trucker's Form Liability Insurance and the Cargo Insurance. Additionally, the certificate of insurance shall contain a provision that the issuing insurance earner will notify Broker by certified mail thirty (30) days prior to any change in or cancellation of such policies.

IV. BROKER'S RIGHTS AND DUTIES

Broker shall uphold the good reputation of the Carrier, and shall not misrepresent the services and abilities of Carrier nor disturb any present accounts of Carrier, not part of this agreement. Broker agrees to pay Carrier for services rendered on a per shipment basis listing Carrier's billing number, origin, date, agreed upon revenue and destination of shipment, if necessary, provided the commodities referred to herein are those authorized commodities or products which have been obtained by the Broker for transport and to which the Carrier has agreed to transport at a compensation agreed upon between the Garner and the Broker. Broker agrees to pay Carrier within thirty days (30) of receiving invoice and original signed bill of lading (proof of delivery) with other information required from the Carrier by the Broker.

V. RESPONSIBILITIES AND LIABILITIES

The relationship between the Carrier and the Broker shall be that of an independent contractor, each to the other, and at no time shall the employees, agents or associates of one be considered to be employees, agents or associates of the other. If any disputes arise about any matter covered by the terms of this agreement, the dispute may be referred by both parties to the Arbitration Procedures of the Transportation Broker's Conference of America or to any party to whom the parties mutually agree. If neither of these is satisfactory, the dispute must be referred to the Arbitration Procedures of the American Arbitration Association. No court action can be taken by either party prior to arbitration and the decision of the Arbitration Association shall be binding on both parties, in any subsequent action in court.

VI. INDEMNIFICATION

The Carrier shall defend with competent counsel, indemnify and hold the Broker, its shareholders, directors, officers, employees, and agents harmless from and against any liabilities, causes of action, claims, suits, damages, losses, judgments, penalties, contributions, fines, and fees, including without limitation, all attorneys' fees and costs, brought by or on behalf of any person, firm, corporation, government authority or other entity based upon or arising out of or in connection with, in whole or in part, the acts or omissions, with or without negligence, of Carrier, its employees, agents, or contractors.

VII. SCOPE AND INTENT

This agreement shall be governed by the laws of the States of New York, without reference to its principles of conflicts of laws. This agreement contains the entire understanding of the parties and no additions or alterations shall be made unless in writing and signed by both parties. Carrier may not assign or transfer any of its rights or obligations under this agreement.

The Broker and Carrier authorized representatives agree with this agreement and indicate so with their respective signatures.

BROKER:

CARRIER:

Page Transportation Inc.

By: _____

By: _____

Title: _____

Title: _____

Page E.T.C. Inc.

By: _____

Title: _____