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**CARRIER/BROKER AGREEMENT**

**THIS AGREEMENT** is made and entered into on \_\_\_\_ / \_\_\_\_ / \_\_\_\_, by and between INTER HARBOUR TRUCKING INC. ("CARRIER") and \_\_\_\_\_ ("BROKER AND/OR COMPANY"), collectively, the "PARTIES".

**I.**

**Recitals**

- A. **WHEREAS BROKER AND/OR COMPANY** is licensed as a Property Broker by the Federal Motor Carrier Safety Administration (FMCSA), or by appropriate State(provincial) agencies, and as a licensed broker, arranges for freight transportation.
- B. **WHEREAS CARRIER** is authorized to operate in inter-provincial, interstate and/or intrastate commerce and is qualified, competent and available to provide for the transportation services required by BROKER AND/OR COMPANY.

NOW THEREFORE, intending to be legally bound, BROKER AND/OR COMPANY and CARRIER agree as follows:

**II.**

**Agreement**

- 1. **CARRIER'S OPERATING AUTHORITY AND COMPLIANCE WITH LAW.** CARRIER represents and warrants that it is duly and legally qualified to provide, as a contract carrier, the transportation services contemplated herein. CARRIER further represents and warrants that it does not have an unsatisfactory or conditional safety rating issued from the Canadian Council of Motor Transport Administrators (CCMTA) and National Safety Code (NSC) and further agrees to comply with all federal, state and local laws regarding the provision of the transportation services contemplated under this Agreement. In the event that CARRIER receives an unsatisfactory safety rating, CARRIER shall immediately notify BROKER AND/OR COMPANY of such fact.
- 2. **PERFORMANCE OF SERVICES.** CARRIER's services under this Agreement are designed to meet the needs of BROKER AND/OR COMPANY under the specified rates and conditions set forth herein. CARRIER shall transport all shipments provided under this Agreement, and all occurrences which would be probable or certain to cause delay shall be immediately communicated to BROKER AND/OR COMPANY by CARRIER. This Agreement does not grant CARRIER an exclusive right to perform the transportation related services for BROKER AND/OR COMPANY or its Customer.

3. **RECEIPTS AND BILLS OF LADING.** Each shipment hereunder shall be evidenced by a Uniform (Standard) Bill of Lading naming CARRIER as the transporting carrier. Upon delivery of each shipment made hereunder, CARRIER shall obtain a receipt showing the kind and quantity of product delivered to the consignee of such shipment at the destination specified by BROKER AND/OR COMPANY or the Customer, and CARRIER shall cause such receipt to be signed by the consignee. Any terms, conditions and provisions of the bill of lading, manifest or other form of receipt or contract shall be subject and subordinate to the terms, conditions and provisions of this Agreement. CARRIER shall notify LOGISTICS immediately of any exception made on the bill of lading or delivery receipt.

**BROKER AND/OR COMPANY initial**

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**CARRIER initial**

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4. **CARRIER'S OPERATIONS.** CARRIER shall, at its sole cost and expense: (a) furnish all equipment necessary or required for the performance of its obligations hereunder (the "Equipment"); (b) pay all expenses related, in any way, with the use and operation of the Equipment; (c) maintain the Equipment in good repair, mechanical condition and appearance; and (d) utilize only competent, able and legally licensed personnel qualified to drive under applicable FMCSA regulations. CARRIER shall have full control of such personnel; shall perform the services hereunder as in independent contractor; and shall assume complete responsibility for all state and federal taxes, assessments, insurance (including, but not limited to, workers' compensation, unemployment compensation, disability, pension and social security insurance) and any other financial obligations arising out of the transportation performed hereunder.
  
5. **RATES & PAYMENTS.** CARRIER agrees that the terms and conditions of this Agreement apply to all shipments handled by CARRIER for BROKER AND/OR COMPANY and that the terms of this Agreement control the relationship between the parties. Any provisions of the CARRIER's tariff or rules that are inconsistent with the terms of this Agreement, or which address matters not addressed herein are inapplicable. Unless otherwise stated in a separate Rate Confirmation Agreement, CARRIER will charge and BROKER AND/OR COMPANY will pay the rates and charges set forth in Appendix A and Appendix B, for transportation services performed under this Agreement. The Rate Confirmation Agreement shall be in the form specified in Appendix C. The Rate Confirmation Agreement shall be signed and agreed to by BROKER AND/OR COMPANY and CARRIER before each shipment to which such Rate Confirmation Agreement applies. CARRIER represents and warrants that there are no other applicable rates and charges except those established in the Agreement or in any Rate Confirmation Sheet signed by BROKER AND/OR COMPANY. Appendix A can be supplemented or revised by written agreement signed by both parties, or, prior to transportation, by facsimile by BROKER AND/OR COMPANY to CARRIER if not objected to by CARRIER, in writing, within twenty-four (24) hours from the date and time. In the event service is provided and it is subsequently discovered that there was no applicable or understood rate in Appendix A or in a separate rate confirmation sheet, the parties agree that the rate paid by BROKER AND/OR COMPANY and collected by CARRIER shall be the agreed upon contract rate of the parties for the services provided, unless such rate is objected to by CARRIER within 10 days of the invoice date. Payment by BROKER AND/OR COMPANY will be made within thirty (30) days of receipt by BROKER AND/OR COMPANY of CARRIER's freight bill, bill of lading, clear delivery receipt, and any other necessary billing documents enabling BROKER AND/OR COMPANY to ascertain that service has been provided at the agreed upon charge. CARRIER agrees that BROKER AND/OR COMPANY has the exclusive right to handle all billing of freight charges to the Customer or the transportation services provided herein, and, as such, CARRIER agrees to refrain from all collection efforts against the shipper, receiver, consignor, consignee or the Customer.
  
6. **WAIVER OF CARRIER'S LIEN.** CARRIER shall not withhold any goods of the Customer on account of any dispute as to rates or any alleged failure of BROKER AND/OR COMPANY to pay charges incurred under this Agreement. CARRIER is relying upon the general credit of BROKER AND/OR COMPANY and hereby waives and releases all liens which CARRIER might otherwise have to any goods of Shipper or its Customer in the possession or control of CARRIER.
  
7. **FREIGHT LOSS, DAMAGE .** Unless otherwise set forth in Appendix A, CARRIER shall have the sole and exclusive care, custody and control of the Customer's property from the time it is delivered to CARRIER for transportation until delivery to the consignee accompanied by the appropriate receipts as specified in Paragraph 4. CARRIER assumes the liability of a common carrier (i.e., Company Name Amendment liability) for loss, delay, damage to or destruction of any and all of Customer's goods or property while under CARRIER's care, custody or control. CARRIER agrees that the provisions of 49 C.F.R. Part 370 shall govern the processing of claims for loss, damage, injury to property and the processing of salvage. CARRIER shall pay to BROKER AND OR COMPANY, or allow BROKER AND/OR COMPANY to deduct from the amount BROKER AND/OR COMPANY owes CARRIER, Customer's full actual loss for the kind and quantity of commodities so lost, delayed, damaged or destroyed. No limitation of liability found in CARRIER's tariff, rules or classifications, including the NMFC, shall in any way limit or lessen CARRIER's liability under this paragraph. Payments by CARRIER to BROKER AND/OR COMPANY or its customer, pursuant to the

provisions of this section, shall be made within thirty (30) days following receipt by CARRIER of BROKER AND/OR COMPANY' or Customer's undisputed claim and supporting documentation. Exclusions from coverage contained in CARRIER's Cargo Insurance as required herein shall not affect CARRIER's liability for freight loss, damage or delay.

**BROKER AND/OR COMPANY initial**

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**CARRIER initial**

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9. **INSURANCE.** Unless otherwise set forth in Appendix A, CARRIER shall procure and maintain, at its sole cost and expense, the following insurance coverages:

(a) Public liability and property damage insurance (“AL”) with a reputable and financially responsible insurance company insuring CARRIER in an amount not less than \$2,000,000.00 CAD per occurrence, or such larger amount as required by applicable law.

(b) Commercial General Liability (“CGL”) Insurance covering the transportation of shipments and other operations under this Agreement in an amount not less than \$5,000,000.00 CAD per occurrence. Such insurance shall also cover CARRIER’s contractual liability under this Agreement.

(c) All Risk Broad Form Motor Truck Cargo Legal Liability (“Cargo”) insurance in an amount not less than \$250,000.00 CAD per occurrence. The coverage provided under the policy shall have no exclusions or restrictions of any type that would foreseeably preclude coverage relating to cargo claims.

(d) Statutory Workers’ Compensation Insurance coverage in such amounts and in such form as required by applicable state law.

(e) CARRIER shall furnish to BROKER AND/OR COMPANY written certificates obtained from the insurance CARRIER showing that such insurance has been procured, is being properly maintained, the expiration date, and specifying that written notice of cancellation or modification of the policies shall be given to BROKER AND/OR COMPANY at least thirty (30) days prior to such cancellation or modification. In addition, BROKER AND/OR COMPANY shall be named as additional insured’s on CARRIER’s CGL and AL policies, and as loss payees on the Cargo policy as evidenced by an endorsement on the certificates of insurance. Upon request, CARRIER shall provide BROKER AND/OR COMPANY copies of the applicable insurance policies.

10. **INDEMNITY.** CARRIER shall defend, indemnify, and hold BROKER AND/OR COMPANY and the Customer harmless from and against all loss, liability, damage, claim, fine, cost or expense, including reasonable attorney’s fees, arising out of or in any way related to the performance or breach of this Agreement by CARRIER, its employees or independent contractors working for CARRIER (collectively, the “Claims”), including, but not limited to, Claims for or related to personal injury (including death), property damage and CARRIER’s possession, use, maintenance, custody or operation of the Equipment; provided, however, that CARRIER’s indemnification and hold harmless obligations under this paragraph will not apply to any portion of such Claim attributable to the gross negligence or willful misconduct of BROKER AND/OR COMPANY or the Customer.

11. **CONFIDENTIALITY AND NON-SOLICITATION.** Unless otherwise set forth in Appendix A, neither party may disclose the terms of this Agreement to a third party without the written consent of the other party except (1) as required by law or regulation; (2) disclosure is made to its parent, subsidiary or affiliate company; or (3) to facilitate rating or auditing of transportation charges by an authorized agent and such agent agrees to keep the terms of the Agreement confidential. CARRIER shall not utilize BROKER AND/OR COMPANY or the Customer’s name or identity in any advertising or promotional communications without confirmation of BROKER AND/OR COMPANY consent.

**BROKER AND/OR COMPANY initial**

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**CARRIER initial**

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**SUB-CONTRACT PROHIBITION.** CARRIER specifically agrees that all freight tendered to it by BROKER AND/OR COMPANY shall be transported on equipment operated only under the authority of CARRIER, and that CARRIER shall not in any manner sub-contract, broker, or in any other form arrange for the freight to be transported by a third party without the prior written consent of BROKER AND/OR COMPANY.

12. **ASSIGNMENT/MODIFICATION/BENEFIT OF AGREEMENT.** This Agreement may not be assigned or transferred in whole or in part, and supersedes all other agreements and all tariffs, rules, rates, classifications and schedules published, filed or otherwise maintained by CARRIER. This Agreement shall be binding upon and inure to the benefit of the parties hereto.
13. **SEVERABILITY.** In the event that the operation of any portion of this Agreement results in a violation of any law, the parties agree that such portion shall be severable and that the remaining provisions of this Agreement shall continue in full force and effect.
14. **WAIVER.** CARRIER and BROKER AND/OR COMPANY expressly waive any and all rights and remedies allowed under 49 U.S.C. § 14101 to the extent that such rights and remedies conflict with this Agreement. Failure of BROKER AND/OR COMPANY to insist upon CARRIER's performance under this Agreement or to exercise any right or privilege, shall not be a waiver of any BROKER AND/OR COMPANY's rights or privileges herein.
15. **DISPUTE RESOLUTION.** This Agreement shall be deemed to have been drawn in accordance with the statutes and laws of the Canadian federal government and in the event of any disagreement or dispute, the laws of Canadian federal government shall apply.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed in their respective names by their duly authorized representatives as of the date first above written.

**“CARRIER”**

INTER HARBOUR TRUCKING INC.

Signature: \_\_\_\_\_



On:     /     / \_\_\_\_\_

Print Name: GAGANDEEP SINGH MALHI \_\_\_\_\_

52448 RANGE RD 224  
SHERWOOD PARK, AB  
T8A4R5

Phone number: 7802801300

Email: [info@interharbour.ca](mailto:info@interharbour.ca)

**“BROKER AND/OR COMPANY”**

BROKER AND/OR COMPANY NAME:

Signature: \_\_\_\_\_

On:     /     / \_\_\_\_\_

Print Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Fax: \_\_\_\_\_