

Shipper / Freight Forwarder Agreement

This Agreement made and entered into this day of , 20 by and between , hereinafter referred to as the Shipper, and Metro Express Transportation Services Inc, hereinafter referred to as (METS).

WHEREAS:

Shipper has title to or beneficial interest in goods, commodities, products and/or materials, which it desires to ship via METS.

WHEREAS:

METS is engaged in the business of arranging the transportation of freight shipments via Common, Contract & Intermodal Carriers.

WHEREAS:

Shipper desires to utilize the services of METS to arrange the transportation of shipments which Shipper from time to time possesses and tenders for transportation, and

WHEREAS:

METS desires to arrange the transportation for shipments, which Shipper possesses and tenders, from time to time.

NOW THEREFORE:

The Parties mutually covenant and agree, as follows:

- 1) a. Shipper, from time to time shall ask METS to determine the availability of Common, Contract and Intermodal Carriers for the transportation of shipments from origin to destination. Shipper shall appropriately identify all details regarding the movement, including providing METS origin information, destination information, time schedules and all attributes of the commodity(s) shipped.
- b. METS, in response to the invitation from Shipper, shall make a reasonable effort to arrange transportation for the proposed shipments and shall advise Shipper of the availability of Common, Contract and Intermodal Carriers and the transit time involved in order to provide the services for the Shipper, and in doing so, METS shall represent Shipper is entitled to rely on Shipper's representation.
- c. That each of the proposed Common, Contract and Intermodal Carriers involved shall hold the requisite operating authority, certificates, permits or licenses issued by the Interstate Commerce Commission and/or appropriate State or local regulatory bodies enabling them to perform the transportation of the proposed freight shipments.
- d. That the rates and charges quoted by METS on behalf of the Common, Contract and Intermodal Carriers for the transportation of the proposed freight shipments are either current tariff rates, duly published and filed with the Interstate Commerce Commission and/or appropriate State or local regulatory bodies, or are contract rates which shall be offered to the Shipper on behalf of the Shipper's customers, and contained in written bilateral agreements, in accordance with the requirements of the Interstate Commerce Commission and/or appropriate State or local regulatory bodies.
- e. That the proposed Common, Contract and Intermodal Carriers have the equipment and personnel necessary to undertake and perform such transportation of the proposed freight shipments and shall not sub-contract or otherwise engage others to undertake and perform such transportation without the written consent of Shipper and METS.
- f. That the Common, Contract and Intermodal Carriers shall assume financial responsibility for the freight tendered to it and have in force, insurance against bodily injury, property damage and cargo loss liability, in accordance with the applicable regulations of the U.S. Department of Transportation, the Interstate Commerce Commission and/or the appropriate State or Local regulatory bodies, or as required by contractual Agreement. Cargo insurance is provided the Intermodal Carriers at the rate of \$250,000 per shipment and by the Common and Contract Carriers at the rate of \$100,000.00 per shipment.

- 2) In the event of cargo loss and/or damage is claimed by Shipper and/or receiver, the parties to the Agreement acknowledge that cargo claims shall be noticed, filed and adjusted in accordance under the claim handling and procedures set forth in the 49 C.F.R. part 1005, in which METS offers to facilitate and assist Shipper, and the Common, Contract and Intermodal Carriers. Shipper shall indemnify METS if a Litagant brings METS into a lawsuit, or a claim, where METS did not contribute to the loss. It is agreed that proper loading, packing, bracing and/or blocking is the responsibility of the origin agent and/or the party who loads the vehicle.
- 3) In the event of a claim, Shipper shall immediately report to METS or METS' insurer "all claims injuries, accidents, cargo loss or damage or spillage, or similar incidents or occurrences, involving any transportation subject to the Agreement." Shipper should also make a written report, accompanied by supporting documents within 4 hours. Also, Shipper should send notice by fax and certified mail for proof of notice.
- 4) Shipper and METS acknowledge that METS is an independent contractor. METS shall have sole and exclusive control over the manner in which its employees, agents and/or subcontractors perform service under this Agreement and shall engage and employ and/or subcontract with such employees, agents and/or subcontractors as it may deem necessary in connection there with. METS shall be responsible for the employment and direction of any such employees, agents and/or subcontractors it may deem appropriate. Such individuals shall be considered employees, agents and/or subcontractors of METS only and shall be subject to employment, discharge, discipline and control solely and exclusively by METS. METS shall be liable for all payment of all payroll taxes, workers compensation expenses and other similar expenses as an employer.
- 5) METS shall treat all technical and business information disclosed by Shipper as confidential, and shall not divulge or release any of such information without written consent from Shipper, except to the extent that the release of information is necessary to permit METS to perform its obligation under this Agreement, or is required by law or regulation.
- 6) Shipper and METS acknowledge and agree that both parties have at great expense developed a broad base of Customers and Carriers which are essential to the successful operations of their businesses, In the performance of this contract neither party shall intentionally solicit traffic or transportation services from a source that first became known to them as a result of doing business with the other, during the term of this contract and for a period of one (1) year following the termination of this contract. It is agreed that if either party breaches this Agreement and solicits the customers, traffic or transportation services of the other party, the soliciting party will pay an amount, to the other party, equal to 15% of the transportation revenue generated by such movements for a period of one (1) year following such solicitation. It is further agreed that the soliciting party will pay any legal fees expended, by the other party, to enforce such action.
- 7) METS shall invoice Shipper for transportation costs at the agreed rate. METS will be responsible for payment to the Common, Contract and Intermodal Carriers. Shipper shall pay METS within fifteen (15) days of receipt of invoice and a signed bill of lading or delivery receipt showing the person's name receiving the freight, the description and the total weight and number of pieces received and any overages, shortages, damages or other notations.
- 8) The validity of this Agreement and any terms or provisions as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Missouri. All civil actions filed as a result of disputes arising out of this Agreement shall be filed in the court of proper jurisdiction in the State of Missouri.
- 9) If any provisions of this Agreement are invalid under Federal or State law, or any other jurisdiction, such provisions shall be waived and deemed apart of the Agreement. However, it is agreed that under no circumstances shall such waiver or excetion cause any other section or provision of this Agreement to become invalid.
- 10) The Agreement shall become effective as of the date recorded below and shall remain in force for a period of one (1) year and shall be renewed automatically until canceled by either party on thirty (30) days written notice.
- 11) This contract contains the entire agreement and no additions or changes can be made unless in writing and initialed by both parties. A photo or fax copy of this Agreement containing the signatures of the parties shall be deemed an original copy.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on this day of , 20 ,
in St. Louis, Missouri.

Agreed to on this day and date by the undersigned parties:

SHIPPER:

Company Name

Mailing Address

City, State, ZIP

Signature

Title

Print Name

Federal Tax Identification Number

Phone Number

FAX Number

METRO EXPRESS TRANSPORTATION SERVICES, INC.:

Company Name

Mailing Address

City, State, ZIP

Signature

Title

Print Name