

MASTER TRANSPORTATION CONTRACT

This Master Transportation Contract, made on _____, 200__ (“Effective Date”), is made by and between Explorer Trucking Inc., a licensed transportation company that controls its customers freight (hereinafter “Broker”) and _____ located in _____, a licensed motor carrier that provides transportation and related services under contract (hereinafter “Carrier”). In consideration of the mutual promises and covenants set forth herein, the parties hereto agree as follows:

1. **TERM.** The term of this Contract shall commence on the Effective Date and shall continue thereafter from year to year until terminated by either party with or without cause on 30 days prior written notice. Broker agrees to offer, and Carrier agrees to transport, a series of at least 3 shipments during each full year of this contract.
2. **PERFORMANCE OF SERVICES.** Carrier agrees to meet Broker’s distinct transit and pricing requirements agreed to by the parties from time to time after the Effective Date as confirmed by the Broker’s issuance of a Tender Sheet. Carrier further agrees to comply with all of Broker’s reasonable shipping instructions communicated to Carrier after Broker’s issuance of a Tender Sheet, and to comply with all applicable provisions of any Provincial, Federal, State and/or local law or ordinance and all lawful orders, rules and regulations issued thereunder. Carrier agrees that Carrier is an independent contractor of Broker and that Carrier will perform its services under this Contract in accordance with the highest standards of the industry.
3. **RATES AND CHARGES.** Carrier represents and warrants that there are no other applicable rates or charges except those set forth on the Tender Sheets issued by Broker from time to time. Broker shall pay Carrier 30 days after Broker’s receipt of Carrier’s invoice, shipper’s bill of lading, signed delivery receipt and other document required by Broker or shipper. Carrier agrees that it shall not bill the shipper/consignee or any third party directly nor shall it accept payment from any shipper/consignee or any third party for providing transportation under this agreement.
4. **INSURANCE.** Carrier, at Carrier’s expense, shall maintain during the term of this Contract, commercial general liability and automobile liability insurance with minimum limits of not less than \$1,000,000 (one million) per occurrence for personal injury and property damage, and cargo liability insurance with minimum limits of not less than \$100,000 (one hundred thousand) per shipment. Carrier shall provide Broker certificate of insurance naming Broker as Certificate Holder, evidencing the foregoing coverage prior to providing any services to Broker under this Contract. The Carrier shall also maintain any insurance coverage’s required by any government body including worker’s compensation (if applicable) for the types of transportation and related services specified.
5. **CARGO LIABILITY.** Carrier assumes liability as a common carrier for loss, damage to or destruction of the goods entrusted to it or its subcontractor’s care, custody or control. Carrier shall not allow any of the goods tendered to Carrier to be sold or made available for sale or otherwise disposed of in salvage markets, employee stores or any other secondary outlets without Broker’s prior written consent. Carrier agrees to either pay or settle all cargo claims within 120 days of the receipt of a documented claim. Carrier agrees to notify Broker’s Claims Department immediately whenever an accident or potential Cargo Claim occurs.

6. CARRIER EQUIPMENT. Carrier agrees to ensure equipment condition complies with all applicable provisions of any Provincial, Federal, State and/or local law or ordinance and all lawful orders, rules and regulations issued thereunder.
7. IDEMNIFICATION. Carrier agrees to indemnify, defend and hold Broker and its customers harmless from and against any and all fines, penalties, costs, demands, damages and expenses (including reasonable attorney's fees) of whatever type or nature arising out of or related to Carrier's or its subcontractor's performance or breach of this Contract. The obligations of Carrier under this Section shall survive termination of this Contract.
8. SUCCESSORS AND ASSIGNS. This agreement shall be binding upon the successors and assigns of the parties hereto. Carrier shall not assign this Contract, or any part thereof, without prior written consent of Broker.
9. NO BACK SOLICITATION. Carrier shall not solicit traffic from any shipper, consignor, consignee or customer of Broker where (1) the availability of such traffic first became known to Carrier as a result of Broker's efforts, or (2) where the traffic of the shipper, consignor, consignee or customer of the Broker was first tendered to the Carrier by the Broker. If Carrier breaches this agreement and "back-solicits" the Broker's customers, and obtains traffic from such a customer, Carrier will be not pay at all from undersigned Broker.
10. ENTIRE AGREEMENT. This Contract, together with the Tender Sheets issued by Broker after the parties' execution of the Contract, constitutes the entire agreement between the parties. Any printed provisions on the reverse side of the Carrier's forms shall be deemed deleted.

IN WITNESS WHEREOF, the undersigned individuals have executed this Contract in Mississauga, Ontario, Canada as of the Effective Date, and by doing so, represent and warrant that they have been or are specifically authorized to do so on behalf of the organization they represent.

BROKER

CARRIER _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____