

## SUNSHINE LOGISTICS INC

Agreement this \_\_\_\_\_th day of \_\_\_\_\_, by and between \_\_\_\_\_ herein after referred to as Carrier, and Sunshine Logistics, INC. At 3300 W Lake St, Melrose Park, IL 60160 hereinafter referred to as BROKER.

Witnesseth: 1) Carrier is a motor contract carrier of property to provide transportation of property for Broker, and

2) Broker is a duly licensed motor carrier broker, licensed to arrange for the transportation of property by license No. MC 186396 ( a copy of which license is attached hereto and made a part hereof).

3) Broker agrees to offer the shipment and Carrier agrees to transport by motor vehicle from and to such points between which service may be regard such quantities of authorized commodities as the Broker may require, subject to the availability of suitable equipment.

4) Broker agrees to offer to CARRIER for shipment a minimum quantity of 40,000 pounds per year for each year this Agreement remains in effect.

5) CARRIER agrees to maintain cargo insurance to compensate BROKER, owner or consignee for loss or damage to property belonging to BROKER, owner or consignee which property comes into possession of CARRIER in connection with its transportation service. The cargo insurance shall be in the form required by 49 C.F.R. 1043.2 (b), and shall have no exclusions or restrictions that would not be accepted by The Interstate Commerce Commission for filing under the statutory requirements of the above-cited section, but shall, in all respects, be identical to the cargo insurance filled in accord with the said section. CARRIER shall cause its insurance carrier to forward forthwith to BROKER A STANDARD Certificate shall require the insurance carrier to give BROKER written notice 30 days prior to the cancellation of such cargo insurance.

6) Rates and charges for traffic moved under this Agreement shall be as agreed to between the parties hereto in writing and are to be contained in a rate schedule or memorandum of rates and charges prepaid and issued by CARRIER and acknowledged by BROKER. Charges to this schedule or memorandum shall also be made in writing on mutually agreed notice time, and similarly acknowledged. This schedule shall also contain the conditions OF and charges for, any additions or accessories services which may be required or performed. That schedule shall also set forth the ways in which the statutory provisions as to *contract* carriage are to be fulfilled, i.e. either (1) by furnishing transportation service through the assignment of motor vehicles for continuing period of time to the exclusive use of BROKER, or (2) by furnishing transportation services designed to meet the distinct needs of BROKER.

7) Rates may be established or amended verbally in order to meet specific shipping schedules, as mutually agreed, but such verbal contract shall be reduced to writing within five (5) working days of the movement of the involved freight, in order to remain binding between parties.

8) THE CARRIER shall, on each movement, issue a uniform (standard) Bill of Lading, which shall contain the standard provisions as to the filing and settling of claims.

9) BROKER agrees to pay CARRIER for the transportation of authorized commodities under this agreement in accordance with effective schedules within 30 days of the receipt by BROKER of CARRIER'S invoice and Proof of Delivery covering such transportation. CARRIER will bill BROKER at 3300 W Lake St Melrose Park, IL 60160.

10) 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 caused by strikes, acts of God, war, accidents, civil disorder, or through compliance with legally constituted order of civil or military authorities

11) CARRIER shall be liable to BROKER for the loss or damage to any property transported under this Agreement. Such liability shall begin at the time cargo is loaded upon CARRIER'S equipment at the point, of origin, and continue until said cargo is delivered to the designated consignee destination, or to any intermediate stop-off party. The liability shall be for the full value of the item, which shall be understood to mean the replacement cost of the lost or damaged item(s) plus freight charges to re-ship if necessary.

12) All claims for loss and damage, and any salvage arising there from shall be handled and processed with the effective schedules within 120 days of the receipt by BROKER of CARRIER'S invoice covering such transportation.

13) The relationship of the CARRIER to the BROKER shall at all times, be that of an independent contractor.

14) This Agreement is to become effective \_\_\_\_\_ and shall remain in effect for a period of one year from such date, and from year to year thereafter, subject to the right of either party hereto to cancel or terminate the Agreement at any time upon not less than thirty (30) days written notice of one party to the other.

15) CARRIER shall not solicit traffic from any shipper, consignee, consignor 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 CARRIER by the BROKER. If CARRIER breaches this agreement and "back *solicits*" the BROKER'S customers, and obtains traffic from such a customer the BROKER then is entitled, for a period of 15 months after the involved traffic first begins to move, to a commission from the CARRIER of 10% of the transportation revenue received on the movement of the traffic.

16) This agreement shall be governed, interpreted and enforced in accordance with the Laws of the State of Illinois.

17) Please indicate your status:

Corporation \_\_\_\_\_

Sole Proprietorship \_\_\_\_\_

Partnership \_\_\_\_\_

Government Agency \_\_\_\_\_

Other \_\_\_\_\_

Enter number which applies:

Federal ID Number \_\_\_\_\_

Social security Number \_\_\_\_\_

- Signature below certifies that the information you have provided on this contract is true, correct and complete.

CARRIER: \_\_\_\_\_

BROKER: SUNSHINE LOGISTICS INC

ADDRESS: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_