

AEROCARGO, INC. CARRIER AGREEMENT

- 1. This Agreement is made and entered into as of, ___/___/20___ by and between _____.; hereinafter referred to as CARRIER, and AEROCARGO, INC. MC #433135, hereinafter referred to as BROKER, and collectively as the PARTIES.**
- 2. Rates and terms for freight moved under this agreement shall be agreed to between both PARTIES in writing. Said written rate confirmation shall be in the form of a numbered Load Confirmation which shall be signed by the CARRIER prior to loading freight, and returned to the BROKER by fax to the number indicated on said notice as acknowledgment of receipt and acceptance of the terms of said confirmation. Loading of said freight shall be construed as acceptance of the terms contained within the written rate confirmation on a given load. Said confirmation shall be considered an amendment to this agreement and Subsequently. The rates and terms of an accepted Load Confirmation are binding on the CARRIER and shall be read together with, and form part of, this Agreement.**
- 3. BROKER represents that it is a duly authorized General Commodities Broker, MC #433135 (a copy of which license is attached hereto as Appendix A and made a part hereof), controlling the transportation of commodities to be tendered to CARRIER.**
- 4. CARRIER represents that it is a Contract Carrier of property, duly authorized to provide transportation for the BROKER as licensed under MC# _____ (a copy of which license is attached hereto as Appendix B and made a part hereof).**
- 5. CARRIER shall produce and maintain, at its sole cost and expense, with reputable and financially responsible underwriters to BROKER (and its shipper principals) the following criteria;**
 - a. CARRIER shall maintain public liability insurance in the amount of not less than \$1,000,000 (One Million Dollars) as required by federal regulation BMC-91 on file. CARRIER shall cause its insurance Carrier to forward to BROKER a standard Certificate of insurance (a copy of which certificate is attached hereto as Appendix C and made a part hereof); which certificate shall require the insurance Carrier to give written notice thirty (30) days prior to cancellation of such liability insurance.**
 - b. CARRIER shall maintain all risk cargo insurance in the amount of not less than \$100,000.00 (One Hundred Thousand) per shipment.**
 - c. CARRIER shall maintain workers compensation insurance as required by state law.**

6. ***CARRIER agrees to provide BROKER with Carriers Tax Identification Number on a W-9 form signed and dated (a copy of which is attached hereto as Appendix D and made a part hereof).***
7. ***Any exhibit or attachment referenced herein is expressly incorporated into this Agreement and made a part hereof.***
8. ***CARRIER represents and warrants that all vehicles and equipment used by it in performance of its obligations hereunder shall be fit for the specific use of the transportation required and shall be furnished with all necessary fuel, oil, tires and repairs for its proper operation.***
9. ***CARRIER shall, on the acceptance of each load, issue a standard Bill of Lading and freight shall move under the terms and conditions of the Bill of Lading, which shall contain the standard provisions as to the filing and settle of claims. Failure to issue a bill of lading does not affect liability of CARRIER.***
10. ***Shipping Document Execution. Carrier is named on the bill of lading as the "Carrier of record." Broker shall be shown as the third party payer of all freight charges.***
11. ***Under NO circumstance may CARRIER tender request for quotations through, second party or sub contract the movement of Brokers freight without the prior knowledge and written authorization of the BROKER.***
12. ***CARRIER represents and warrants that the transportation it performs hereunder will be performed without violating local, state or federal laws or regulations and that it has complied with and will comply with all laws and regulations of local, state and federal authorities and regulatory bodies having jurisdiction over the operation of its vehicles including, but not limited to, the Department of Transportation.***
13. ***CARRIER represents and warrants that the driver or drivers employed or otherwise engaged by it are competent and properly licensed drivers whose driving privileges are valid and in good Standing in any and all States that they will traverse in the transportation of the Commodities which are the subject matter of this Agreement.***
14. ***The Parties acknowledge to each other that the Carrier and the Broker are independent contractors and not the employer or employee of the other. The Carrier understands and agrees that neither the Broker nor the Customer is responsible for paying any of its drivers salaries or expenses, nor are they responsible for any workmen's compensation insurance coverage for any driver, as all drivers are employees or agents of the Carrier only.***
15. ***BROKER shall remit payment to CARRIER thirty (30) days following the Broker's receipt of Carrier's invoice, which must indicate Broker's Load number as found on the written Load Confirmation; and include a copy of the bill of lading showing the consignees signature as proof of delivery of each shipment to its destination, free and clear of damage and/or shortage.***
16. ***The parties agree that a duly executed facsimile copy of the original of this Agreement is of the same legal consequence as the original.***

- 17. All claims for loss and damage, and any salvage arising there from shall be handled and processed in accordance with the regulations of the interstate commerce commission as published in the code of Federal Regulations (49 C.F.R.1005).**
- 18. CARRIER shall be liable to, and agrees to indemnify and hold harmless, the BROKER for loss or damage to any property transported under this agreement and for delay and consequential loss. Such liability shall begin at the time freight is loaded in or on CARRIERS equipment at point of origin, and continue until said freight is delivered to the designated consignee at destination or to any intermediate stop off party as determined by BROKER on the Load Confirmation.**
- 19. The Parties acknowledge that in the event of invasion, insurrections strikes, lockouts, riots, civil war, military or usurped power or acts of God, failure on the part of Carrier to perform the services requested by Broker shall not be deemed a breach of the terms of this Agreement.**
- 20. The terms of this agreement shall commence on the day of execution of this document, or at such time thereafter when the BROKER receives verification that the CARRIER is in possession of the necessary federal permits and authorities, and shall remain in force and effect for a period of twelve (12) months from its effective date and from year to year thereafter, provided however that either party may terminate this agreement upon not less than thirty (30) days prior written notice to the other party .Nothing in this paragraph shall be construed as limiting, abridging or superseding any right of cancellation or termination of this agreement as may be specified in any other paragraph of this document.**
- 21. In event of a dispute, Carrier agrees not to report Broker to any credit agency or any other third party, either orally or in writing, regarding financial arrangements for services rendered, or any other matter whatsoever, or in any manner disparage the good name and reputation of Broker pending the negotiations relative to the dispute, and if such a report is made, Carrier agrees to rescind and correct all such reports, in writing, and Broker reserves the right to enforce all remedies set forth herein including but not limited to the remedies set forth...**
- 22. Carrier agrees to not back solicit any customer of Broker, either directly or indirectly. As liquidated damages, Carrier agrees to pay back a twelve percent (12%) commission on all traffic handled by customers first introduced to Carrier by Broker for a period of one (1) year following cancellation of this Agreement.**
- 23. Nothing herein is intended to require that Broker tender to Carrier all Commodities that it does not have available for transportation nor is Carrier obligated to serve Broker on an exclusive basis.**

- 24. Carrier shall indemnify and hold Broker, Customer and receiver of Commodities, harmless, without limitation, from and against all loss, damages, fines, expenses, actions and claims for injury to persons (including injury resulting in death) and damage to property or cargo where such loss, damage, fines, expenses, actions, or injuries are caused by acts or omissions of Carrier, its drivers, agents, or employees, in performing the services provided forth under this Agreement.**
- 25. CARRIER shall have no lien, and hereby expressly waives its right to any lien, on any cargo or other property of BROKER or its Customers.**
- 26. Carrier shall provide, at its own cost and expense, legal counsel, approved by Broker, for itself and its Customers, receivers of Commodities or third party personnel, who shall defend against any and all lawsuits and or workman's compensation claims of Carrier's employees, agents or third party personnel.**
- 27. The substantive laws of the State of Florida shall govern the validity, construction, enforcement and interpretation of this Agreement. The Parties further agree that any proceedings brought to enforce any right, remedy or claim for damages shall be brought in the Courts of the State of Florida, Dade County vicinage.**
- 28. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term thereof, such provisions shall be fully severable, and this Agreement shall be construed and enforced by compromising said provisions with the then current laws.**

IN WITNESS WHEREOF,

The parties have hereto cause these presents to be executed this _____ day of _____, 20_____

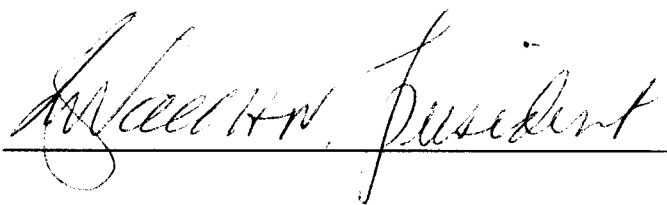
BROKER:

AeroCargo, Inc.

P.O. Box 523474

Miami, FL 33152-3474

Steve M. Tallman – President



CARRIER:

Print Signatories Name: _____

Print Signatories Title: _____

By: Signature: _____