

**SHORT-FORM**  
**MOTOR CARRIER/BROKER AGREEMENT**

THIS MOTOR CARRIER/BROKER AGREEMENT ("Agreement") is effective as of \_\_\_\_\_, 20\_\_ (the "Effective Date"). The parties to this Agreement (the "Parties") are \_\_\_\_\_, a \_\_\_\_\_ organized under the laws of \_\_\_\_\_ ("Carrier"), and AEROCARGO INC, a corporation organized under the laws of Florida ("Broker"). The purpose of this Agreement is to specify the terms and conditions under which Broker will engage Carrier to perform motor contract carriage and related services for Shippers (the "Services"), and under which Carrier will render those Services.

**TERMS AND CONDITIONS**

The Parties hereby agree to adopt and incorporate by reference the Terms and Conditions of the Model Motor Carrier/Broker Agreement ("Model Agreement") developed by the American Trucking Associations, Inc. and the exhibits and attachments thereto which are published and available to the public on the Associations' web site, the internet address of which is: [www.truckline.com](http://www.truckline.com). To the extent there is any conflict between the terms of this Agreement and those of the Model Agreement, the terms of this Agreement shall be controlling.

1. **Contract Carriage.** All Services by Carrier as a motor carrier of property in United States interstate or foreign commerce shall be rendered as contract carriage within the meaning of 49 U.S.C. §§ 13102(4)(B) and 14101(b). In connection with contract carriage Services, Broker and Carrier hereby expressly waive all provisions of Chapters 137 and 147 and any other provisions of Subtitle IV, Part B of Title 49, United States Code, to the extent that such provisions are in conflict of this Agreement. The Parties do not, however, waive the provisions of that subtitle relating to registration, insurance, or safety fitness.
2. **Relationship of Parties.** The relationship of Carrier to Broker is that of an independent contractor. Under no circumstances shall employees or agents of Carrier be deemed employees or agents of Broker or Shipper, nor shall Broker or Shipper be liable for any wages, fees, payroll taxes, assessments or other expenses relating to employees or agents of Carrier.
3. **Subcontracting.** Carrier shall not subcontract any Services to third parties without giving prior notice to Broker and obtaining Broker's consent. Any such subcontracting, with or without notice and consent, shall not affect Carrier's responsibilities or liabilities to Broker under this Agreement. As between Broker and Carrier, all costs of rendering the Services (including compensation of subcontractors as well as payment of all taxes or other governmental assessments imposed on Carrier) shall be borne solely and exclusively by Carrier. The prohibition against subcontracting does not apply to a person leased to the Carrier pursuant to the provisions of 49 C.F.R. Part 376.
4. **Due Diligence.** By arranging for transportation of shipments by Carrier pursuant to this Agreement, Broker represents and warrants that it has conducted due diligence with regard to the creditworthiness of Shippers tendering such shipments, and that it vouches for same.
5. **Non-Exclusivity of Services.** Neither Party intends to give the other Party any exclusive rights or privileges under this Agreement. Except as otherwise stated in this Agreement, either party may contract with or otherwise provide service to any other motor carrier, broker, other intermediary or shipper.
6. **Rates and Charges.**

*The following rates and charges shall apply to all shipments tendered to carrier under this Agreement:*
7. **Invoicing and Payment.** Carrier shall invoice Broker for all Services and fees. Broker shall invoice Shippers for Carrier's freight charges and Broker's commissions or other fees, and to take necessary measures to collect such invoices. Broker shall remit freight charges owed to Carrier within 30 days of the date of Carrier's invoice regardless of any late payment or non-payment to Broker by Shippers.
8. **Insurance; Broker bond**
  - 8.1 **Broker** shall at all times maintain a surety bond/trust in an amount no less than 75,000.00 USD. The form and terms of the bond shall be consistent with the provisions of FMCSA Form BMC 34 as that form was in effect on January 1, 2005.
  - 8.2 **Carrier** shall maintain cargo liability insurance in the amount of \$1,000,000.00 per occurrence.

9. Cargo Liability. The rules and procedures governing Carrier's liability for loss or damage to goods in Carrier's possession or control as a motor carrier in connection with the Services and the filing and disposition of claims are set forth in Exhibit 6 of the Model Agreement and are hereby incorporated herein, except that

: *the Carrier's liability for loss or damage to goods shall be governed by 49 U.S.C. § 14706.*

10. Governing Law. Except to the extent that such laws are preempted by reason of 49 U.S.C. § 14501(c) or other federal law, this Agreement shall be interpreted in accordance with the laws of the State of Florida, disregarding any choice-of-law principle under which that State would look to the laws of another jurisdiction.

11. Notices. Pursuant to the provisions of the Model Agreement notices shall be sent to the Parties at the addresses first stated above to the attention of the respective signatory of this Agreement.

12. Back-Solicitation

Except upon a material breach of this Agreement by Broker, Carrier shall refrain from directly soliciting freight business during the term of this Agreement, or for 12 months thereafter, from any entity which (i) was not solicited by Carrier prior to the Effective Date of this Agreement.

WHEREFORE, the Parties have executed this instrument as their legally binding agreement as of the Effective Date first written above.

AEROCARGO INC (Broker)

\_\_\_\_\_ (Carrier)

By its Designated Contact:

By its Designated Contact:

Signature: 

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

Printed Name: Nelson Rodriguez

Printed Name: \_\_\_\_\_

Title: Operations Mgr

Title: \_\_\_\_\_

Address:

Address: \_\_\_\_\_

POB 523474

Miami, F L 33152

\_\_\_\_\_

Telephone: 305-594-1907

Telephone: \_\_\_\_\_

Facsimile: 305-748-2088

Facsimile: \_\_\_\_\_

[nelson@aerocargo.net](mailto:nelson@aerocargo.net)