

BROKER / CARRIER AGREEMENT

THIS BROKER / CARRIER AGREEMENT (hereinafter referred to as “Agreement”) is hereby made and entered into as of the _____ day of _____, 2025, by and between Majewski Transportation LLC (hereinafter “Broker”), domiciled at 14700 North Freeway, Suite 100, Houston, TX 77090 a licensed property broker operating pursuant to appropriate authority issued by the Federal Motor Carrier Safety Administration, and _____ (“Carrier”), an authorized motor carrier identified as USDOT No. _____, and holding operating authority from the U.S. Department of Transportation and/or Federal Motor Carrier Safety Administration pursuant to Docket No. MC-_____, and domiciled at _____ . Broker and Carrier are each a “Party” to this Agreement and are, together, the “Parties” hereto.

WHEREAS Broker is engaged in the business of arranging motor carrier transportation for manufactured products, agricultural commodities, and processed and unprocessed dry and refrigerated commodities other than commodities in bulk; and

WHEREAS Carrier is engaged in the business of motor carrier transportation, in that it operates safe and roadworthy commercial vehicles, which are suitable for the type and kind of commodities being made available for transport by Broker; and is willing and able to undertake such transportation;

NOW THEREFORE, pursuant to and in accordance with the following terms and conditions, and in consideration of the mutual covenants and agreements set forth herein, the Parties agree as follows:

1. **Ownership of the Truck.** Carrier owns the tractor(s) and trailer(s) (hereinafter together, in singular or plural, referred to as the “Truck”) contemplated for use pursuant to this Agreement in that it: (1) holds full legal title to the Truck; (2) without title, has the right to exclusive use and enjoyment of the Truck, including the ability to enter into this Agreement; and/or (3) has lawful possession of the Truck registered and licensed in its name. It is agreed and understood that exclusive use and lawful possession of the Truck, together with all replacement parts, additions, equipment, repairs and accessories incorporated therein or affixed thereto, shall remain in and with Carrier.

2. **Term and Termination.** The term of this Agreement shall begin on the date the Truck is first made available to Broker, regardless of whether the Truck is actually used, or the date that this Agreement is fully executed, whichever occurs first, and shall continue thereafter until the transportation performed by Carrier has been completed and Carrier has fulfilled its obligations as described herein. Either Party may terminate this Agreement, with or without cause, upon ten (10) days’ written notice to the other Party. Any right or obligation arising or incurred prior to the termination or expiration of this Agreement shall survive this Agreement and remain enforceable.

3. **Compensation.** For performance of its services, Carrier shall receive from Broker payment based upon a negotiated rate per load. All compensation paid hereunder shall be the total amount for use of the truck and for driving services provided by Carrier.

4 **Payments.** Payment to the Carrier shall be made within thirty (30) days after submission of a signed bill of lading evidencing delivery to and receipt by the named consignee; other necessary delivery documents; and other paperwork concerning transportation performed

pursuant to an arrangement with Broker. Such other paperwork may consist of log books that may be required by the U.S. Department of Transportation and those documents necessary for Broker to secure payment from the shipper. All sums paid pursuant to this provision may be applied to any other amounts Carrier may owe to Broker.

Broker may withhold fifteen percent (15%) of the total of transportation and any accessorial charges in the event Carrier fails to meet a scheduled pickup or delivery time, unless Carrier gives Broker 24 hours' advance notice of its inability to meet the scheduled pickup or delivery time.

Deductions may be made from payments to Carrier for cargo or property damage sustained while property is in Carrier's custody or control, where it is in Broker's business interests to do so, and following Broker's furnishing to Carrier of a written explanation and itemization of any deductions made from any compensation owed to Carrier.

5. **Costs.** Carrier agrees to be solely responsible for, and to pay all costs, expenses, fees or charges incurred in conjunction with titling, licensing, and registration of its equipment, and complying with any other requirements before its equipment can be operated upon a public right of way.

Carrier agrees further to be solely responsible for, and to undertake the cost of, fuel, fuel taxes, fuel permits, empty mileage, permits of all other types, tolls, ferries, detention and accessorial services, base plates and licenses, any unused portions of such items, public liability insurance, property damage insurance, and any cargo liability insurance that it may elect to obtain. Carrier agrees further to be solely responsible for, and to undertake the cost of, maintenance, tires, storage fees, parking charges, fines of whatever kind, towing and removal fees, and any and all taxes, assessments, and other governmental charges of any kind, except as otherwise provided herein.

Unless otherwise agreed to in writing, Carrier further agrees to be solely responsible for and to undertake all cost and expense associated with the unloading of products or commodities from its trailer equipment.

6. **Condition of Equipment.** Carrier agrees to furnish equipment contemplated herein in a safe, insured, and roadworthy condition as described herein, and to maintain it as provided for by state or federal law.

7. **Compliance with Laws.** Carrier shall maintain responsibility for compliance with any and all state or federal safety and environmental laws or regulations, including operation of its equipment only by a qualified and eligible driver(s). Carrier expressly represents that its driver(s) will operate the Truck(s) in compliance with state and federal hours-of-service provisions, and federal and state speed limit laws. Carrier further agrees not to use, or permit or suffer the use of, the Truck in any unlawful or unreasonable manner, business, or activity.

Carrier warrants and represents that it has a safety rating issued by the Federal Motor Carrier Safety Administration of 'Satisfactory' or 'Conditional', and that it is unaware of any audit or investigation into the safety compliance of its operations that is scheduled to occur in the thirty (30) days following the effective date of this Agreement. Carrier agrees to notify Broker of any safety compliance audit or investigation, or any proposed change to its safety rating.

8. **Qualified Drivers.** For the protection of the Parties' respective interests in the safe operation of equipment used in the performance of this Agreement, and for protection of the

interests of the public, Carrier shall undertake responsibility for assigning or permitting only those drivers who are competent and fully qualified and physically and medically eligible to operate the equipment in accordance with all applicable state and federal laws and regulations.

9. **Notice of Accidents or Inspections.** Carrier shall immediately provide Broker with a verbal report of any and all accidents, incidents, towaways, out-of-service orders, or inspections performed by any authority, involving the Truck. Carrier shall promptly provide all written reports, affidavits, and other assistance that may be requested by Broker, or required by any insurer, in order to investigate, settle, or litigate any accident, claim, or potential claim against Broker and/or its insurers.

10. **Non-Assignment.** Carrier agrees that it will perform the transportation assigned to it with equipment that is owned by, leased to, or operated by it. Carrier represents and agrees that it shall not assign, transfer, pledge, or encumber any of its rights under this Agreement without Broker's prior written consent. Unless otherwise expressly and mutually agreed to in writing, Carrier represents and agrees not to re-broker, sub-broker, or tender to any other entity or individual the property that it transports for and on behalf of, and in agreement with, Broker.

If carrier breaches this provision the Broker shall have the right of paying monies it owes Carrier directly to the delivering carrier, in lieu of payment to Carrier. Upon Broker's payment to delivering carrier, Carrier shall not be released from any liability to Broker under this Agreement for breach of this provision. In addition to the indemnity obligation, Carrier will be liable for consequential damages for violation of this clause.

11. **Relationship of the Parties and Worker Classification.** The Parties intend for this Agreement to preserve an independent contractor working relationship, and not an employer-employee relationship. Carrier shall assume responsibility for adopting and underwriting the cost of any health coverage, occupational accident coverage, and other personal insurance coverage for its drivers and employees. Neither Party is the agent of the other, and neither Party shall have the right to bind the other by contract or otherwise except as expressly provided for in this Agreement.

12. **Liability, Physical Damage, and Cargo Insurance.** Carrier must maintain \$1,000,000.00, at Carrier's expense, liability and physical damage insurance.

Carrier shall also provide, at its own expense, cargo liability insurance in the amount of \$150,000.00. If the character of the commodities being transport are outside the jurisdiction of state or federal regulation and cargo insurance is not required, Carrier in its sole discretion may elect to obtain cargo insurance in a determinable amount, at its own expense.

When Carrier has cargo insurance in place, or should Carrier decline to obtain cargo insurance for any exempt commodity transported, Carrier agrees that it shall be solely responsible for any loss of, delay of, or damage to the property being transported unless caused by the negligence of a third party.

13. **Confidentiality.** Carrier agrees not to disclose to third parties any Confidential Information belonging to Broker or Broker's customers which may be revealed to it or its employees. Carrier shall limit disclosure of Confidential Information to those of its directors, officers, employees, consultants and agents who are subject to obligations of secrecy. For purposes of this Agreement, the term "Confidential Information" shall mean all written, visual or oral information concerning Broker's, a customer's, or a shipper's operations and processes.

14. **Non-solicitation.** Unless otherwise agree to in writing, Carrier shall no solicit freight shipments for a period of 12 months following the termination of this agreement for any reason, from any shipper, consignor, consignee, or other customer of the Broker, when such shipments of shipper customers were first tendered to Carrier by Broker.

In the event of a breach of this provision, Broker shall be entitled, for a period of 6 months following delivery of the last shipment transported by the Carrier under this agreement, to a commission of 15 percent of the gross transportation revenue (as evidenced by freight bills) received by Carrier for the transportation of said freight as liquidated damages. Additionally, Broker may seek injunctive relief and in the event it is successful, Carrier shall be liable for all costs and expenses incurred by Broker, including, but not limited to, reasonable attorney's fees.

15. **Force Majeure.** If any cause or condition shall occur beyond the control of Broker or Carrier, which wholly or partially prevents the performance by that Party of its obligations under this Agreement, including, without limitation, any act of God or the public enemy, fire, explosion, flood, earthquake, riot, terrorism or severe weather conditions, then such Party shall be excused for its obligations hereunder to the extent made necessary by such cause or condition, during the continuance thereof, and such Party shall incur no liability to the other by reason of its failure to perform the obligations so excused.

16. **Indemnification.** Notwithstanding any insurance required by this Agreement, and in addition thereto, Carrier shall indemnify and hold harmless Broker, its officers, directors, successors, assigns, agents, servants, and employees, and their insurers, from and against any and all "liabilities", which term shall include liabilities, obligations, losses, damages, penalties, claims, demands, actions, lawsuits, costs, expenses, and disbursements of every nature or kind, including legal fees and expenses imposed on, incurred by, or asserted against Carrier on account of injury to or death of persons, or damage to or loss of its equipment, cargo or other property, caused by or resulting in any manner from any acts or omissions, negligent or otherwise, of Broker, its agents or employees, in performing or failing to perform any services or conduct pursuant to this Agreement and/or through Carrier's use of the equipment or performance of or under this Agreement. Carrier further agrees, if requested by Broker or any of its insurers, to defend, at its own expense and costs, Broker and its agents and employees, with regard to any and all such claims, demands, or actions. Carrier shall promptly notify Broker of any such claim, demand, or action, and Carrier shall be entitled to participate in the defense of any such proceedings.

17. **Governing Law.** The Parties agree that this Agreement, and any and all disputes or interpretations arising under it, shall be governed by the laws of the State of Tennessee, but not the choice of law rules, except to the extent pre-empted by applicable federal law.

18. **Jurisdiction and Venue.** Carrier hereby irrevocably consents to the jurisdiction of the United States District Court for the Western District of Tennessee, and of all Tennessee state courts sitting in Shelby County, Tennessee, for the purpose of resolving any dispute, interpretation, or litigation (i) to which Carrier may be or become a party, and (ii) which concerns this Agreement. Carrier further agrees to accept service of process by certified U.S.P.S. mail. The Parties agree that venue for any such action shall lie exclusively with courts sitting in or with jurisdiction over Shelby County, Tennessee, and further expressly agree to waive any and all rights to a jury trial, or certification of a class action, in conjunction with any such lawsuit.

Notwithstanding the foregoing, the Parties consent to the disposition of any dispute regarding the interpretation or construction of this Agreement by a panel of arbitrators in an arbitration proceeding conducted pursuant to the commercial arbitration rules of the American Arbitration Association.

19. **Neutral Interpretation.** Each Party acknowledges having had the opportunity to be represented or advised by independent counsel of its own selection throughout all negotiations preceding execution of this Agreement and any addendums to it. Therefore, the terms of this Agreement, and any addendums to it, shall be given a neutral interpretation, and any ambiguities or uncertainty in the Agreement, or any addendum to it, shall not be construed for or against either Party.

20. **Paragraph Numeration and Headings.** The numbered and titled paragraph headings in this Agreement are for convenience and reference only and shall not be construed as amplifying or limiting any of the respective provisions of this Agreement.

21. **Severability.** If any section, part, or provision of this Agreement shall be held to be invalid or unenforceable for any reason whatsoever, the holding shall apply only to such section, part or provision, and the remaining provisions shall otherwise remain in effect, valid, and enforceable and binding between the Parties. If a court finds that by limiting any such provision that it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

22. **Non-Waiver.** The failure of either party, at any time, to enforce any provision of this Agreement, or to exercise any option provided, or to require performance of any provision, shall in no way be construed to be a waiver or limitation of any such provision, nor in any way to affect the validity of this Agreement, nor to affect that party's right thereafter to enforce each and every provision of this Agreement.

23. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties, and merges all prior discussions between the Parties relating to the subject matter contained herein. No modification, alteration, change, or amendment of this Agreement shall be effective unless agreed to in writing and signed by both Parties.

24. **Communication.** Carrier agrees to provide communication to broker in regards to delivery status of each load or trip. Carrier must notify broker of all deliveries by one of the following methods. Macropoint, phone, text or email. Carrier also agrees to giving a minimum of one status update on transit days in which the driver is not making a delivery. These updates can be provided in the same manner (Macropoint, phone, text or email). If carrier has another method of providing tracking, broker will accept this form of tracking in lieu of the other stated methods.

Failure to adhere to the above section will result into \$100.00 per day penalty.

Carrier must also report delays in a timely manner. Delays caused by the carrier's accountability such as HOS, Mechanical, Act of God or any other act in which the broker has no control or culpability with the delay will result in the carrier accepting new delivery dates and times and will also be accepting of all financial responsibilities resulting in the delays.

25. **Paperwork.** Carrier is required to send all proof of deliveries to broker within 24 hours after final delivery is made. Failure to do so will result in a \$100.00 penalty. Proof of deliveries should be emailed to billing@majewskitransportation.com

26 **Accessorial.** Broker agrees to pay carrier the following additional charges for if the following acts occur.

1. Waiting time at loading: 3 hours free - \$60.00 per hour after and paid in 15-minute increments
2. Waiting time at delivery (Full TL): 3 hours free - \$60.00 per hour and paid in 15-minute increments
3. Waiting time at a stop (multi stop load/trip): 2 hours free - \$60.00 per hour and paid in 15-minute increments
4. Reconsignment: Extra miles paid at mileage rate plus \$75.00 for extra stop
5. Driver assist:
 - a. 1-5 pallets - \$50.00
 - b. 6-10 pallets - \$100.00
 - c. 11 – 15 pallets - \$150.00
 - d. Over 15 pallets - \$200.00
6. Layover - \$250.00 per day
7. TONU - \$150.00

Other accessorial charges that occur can be negotiated between carrier and broker

IN WITNESS WHEREOF, the Parties have set their hands and seals, and intending to be bound, have executed this Agreement by their duly authorized representatives on the date appearing below:

Broker:

By: Jeffery A. Majewski

Print Name: Jeffery A. Majewski

Title: President

Witness: Sarah Engelhardt

Date: January 01, 2025

Carrier:

By: _____

Print Name: _____

Title: _____

Witness: _____

Date: _____

Please forward all mail and correspondence to:

**Majewski Transportation LLC
14700 North Freeway, Suite 100
Houston, TX 77090**