



Broker Carrier Agreement

This agreement executed on the _____ day of _____, in the year _____, is made by and between **San Juanico Movers, International**, with address at **544 Dewey Blvd, San Francisco, California 90412** (*hereinafter referred to as "Broker"*), and _____ with address at _____ (*hereinafter referred to as "Carrier"*).

In consideration of the mutual promises of the parties, it is agreed that:

The Broker

Broker is a freight brokerage firm, organized and duly authorized by the **Federal Motor Carrier Safety Administration (FMCSA)**, with license number **MC 118393** to arrange for the transportation of property with the Carrier, for the benefit of consignor or consignee, with control standards for the transportation of the commodities to be tendered by the Carrier under this agreement.

The Broker is not an exclusive service provider and may serve various Consignors. The Broker shall serve many Consignors on a regular basis for various transportation needs to various geographic points throughout the country and other countries where the broker has an office or an affiliate.

The Carrier

The Carrier is duly authorized by the FMCSA, with license number MC _____ to provide transportation of property for Consignors and Consignees.

The Carrier desires to engage in a contract of carriage with the Broker that shall meet various needs of the Broker in accordance with the shipper's needs as arranged by the Broker.

Non-Exclusivity

The Parties understand that this Agreement does not bind the Parties to a mutually exclusive relationship with each other and that Broker or the Carrier may enter into similar agreements with other services.

Broker Responsibility

The Broker perform diligently in obtaining and maintaining for continuing freight traffic shipments with the Carrier. The Carrier shall transport by vehicle the shipment based on the transactions provided and instructed or by the Broker, subject to the availability of Carrier capacity in compliance with the specific shipment instructions and in accordance with the terms and conditions of this Agreement.

Billing and Payments

The Carrier shall bill all charges for the services for transportation directly to the Broker. Carrier shall provide Broker with original bills of lading and delivery receipts.

The Broker shall pay the Carrier for the transportation of freight within and not later than thirty (30) days from the receipt of the Carrier's invoice.



Indemnification

The Carrier shall indemnify, defend, and hold harmless the Broker from any and all liability or claims for loss or damages to any freight in the possession and/or control of Carrier arising out of operations of transportation of freight or services under this Agreement.

Carrier Responsibilities

The Carrier shall furnish electronic data interchange (EDI) periodically on each shipment and receipt in a format specified by the U.S. Electronic Data Interchange Standards as well as similar data requisites for automated payment of freight bills.

The Carrier shall issue a Bill of Lading and shall assume full responsibility and liability for any and all loss, delay, or any damage to any shipment while in possession or control of the Carrier. The liability under this Agreement shall be for the full value of the property lost or damaged.

It shall be the responsibility of the Carrier shall maintain primary cargo insurance amounting up to the full value of the transported shipment but in no event in an amount less than \$100,000.00 per shipment. The Carrier shall also maintain a primary public vehicle or for-hire liability insurance that shall cover the risks and liabilities associated with the carrier operations in connection with transportation services under this Agreement.

Termination

The Parties reserve the right to terminate this Agreement through a written notice sent to the other and with the effectivity of 30 days upon receipt of the notice.

Separability Clause

Should any provision of this Agreement be held invalid by any competent court, the same shall apply only to the specific clause or provision and the remaining provisions shall remain valid and enforceable.

Counterparts

This agreement may be executed in two or more counterparts each of which shall be deemed an original and all of which together shall constitute one and the same agreement.

Non-waiver

The failure of any party to insist upon the strict compliance with and performance of any of the terms, conditions, and covenants shall not be deemed as a waiver of said party may have over such breach. Only by expressed written consent and duly signed by the parties may a proper waiver be considered as having been made.

Relativity

This agreement inures to the benefit of, and is binding upon the successions and assigns of the parties hereto.



The Parties hereto have set their hands on the date provided above.



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