



# Transportation Services Agreement

## 1. Parties

This **Transportation Services Agreement** (shall be referred to as "**Agreement**" hereinafter) has been signed by and between the parties below;

**Service Provider**

**Client**

**WHEREAS**, the Service Provider is a duly licenced transportation company with expertise in providing reliable and efficient transportation services, including but not limited to freight shipping, logistics, courier services;

**WHEREAS**, the Client is engaged in \_\_\_\_\_ and regularly requires transportation services for the shipment of goods and materials to various destinations;

**WHEREAS**, the Parties desire to enter into a agreement setting forth the terms and conditions under which the Service Provider shall provide transportation services to Client;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, parties agrees as follows;

## 2. Scope of Services

Under this Agreement, "**Shipment**" refers to the goods transported, "**Recipient**" refers to the real or legal person to whom the shipment will be delivered; "**Delivery Point**" refers to third party delivery points or delivery lockers.

Service Provider shall provide Client with transportation services as outlined in this Agreement. These services shall include, but are not limited to, pick-up and delivery of goods or materials as requested by Client and timely transportation of goods/materials from designated pick-up points to specified devivery points.

Any additional services requested by Client that fall outside the scope of this Agreement shall be subject to negotiation and may require the execution of a separate agreement or amendment to this Agreement.

### **3. Responsibilities of the Service Provider**

- Service Provider undertakes to use suitable vehicles and equipment to ensure the safe and secure transportation of goods/materials and adhere to all applicable laws, regulations, and safety standards governing transportation services. This includes maintaining valid licenses, permits, insurance coverage, and ensuring that vehicles are regularly inspected.
- Service Provider shall work closely with Client to coordinate transportation schedules and ensure timely delivery of goods/materials. Any changes to the agreed-upon schedule shall be communicated promptly and agreed upon by both parties.
- Service Provider shall determine the most efficient and cost-effective routes for transporting goods/materials, taking into account factors such as traffic conditions, road closures, and client preferences.
- Service Provider shall maintain accurate records of all transportation activities, including but not limited to, delivery receipts, proof of delivery, and any relevant documentation required by regulatory authorities.

### **4. Responsibilities of the Client**

- The Client is obliged to ensure that the shipment and its packaging are of suitable size and durability for transportation and to deliver it to the Service Provider in its original packaging and/or packaging suitable for transportation conditions in hand and land transportation vehicles.
- The Client is solely and exclusively responsible for the legality of the content of the shipment. The Client shall comply with all applicable laws, regulations, and customs requirements related to the transportation of goods, including but not limited to customs clearance, export controls, import restrictions, and hazardous materials regulations.

- The Client shall promptly notify the Service Provider of any issues, concerns, or changes in transportation requirements that may affect the provision of transportation services under this agreement. This includes notifying the Service Provider of any delays, damages, or discrepancies observed during pickup, transit, or delivery of goods.
- The Client is obliged to inform the Service Provider fully and accurately of the necessary information and/or documents regarding the destination, type, quantity, content and Receiver of the Shipment. Any liability arising from incorrect or incomplete notifications belongs to the Client.

## 5. Term and Termination

This Agreement shall commence on \_\_\_\_\_ and shall continue in full force and effect until terminated as provided in accordance with this Agreement. Either Party may terminate this Agreement for any reason upon \_\_\_\_\_ days' prior written notice to the other Party.

Either Party may terminate this Agreement immediately upon written notice to the other Party if the other Party materially breaches any provision of this Agreement and fails to cure such breach within \_\_\_\_\_ days after receipt of written notice specifying the nature of the breach.

Either Party may also terminate this Agreement if the other Party becomes insolvent, files a petition for bankruptcy, or has a bankruptcy petition filed against it that is not dismissed within \_\_\_\_\_ days or engages in any fraudulent or illegal activities related to the provision or receipt of transportation services under this Agreement.

## 5. Pricing and Payment

Up to \_\_\_\_\_ shipments per month, within the geographical borders specified below, monthly service fee is \_\_\_\_\_. The geographical service delivery area included in this limit is as follows;

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Each shipment exceeding this limit within geographical borders is priced as \_\_\_\_\_ and reflected on the monthly invoice. Acceptance of shipments to be made outside the geographical border is subject to the approval of the Service Provider and the price is calculated upon request based on distance and notified to the Client.

Payment for transportation services shall be due within \_\_\_\_\_ days from the date of receipt of the invoice. The Client shall make payments to the Service Provider in the currency specified in the invoice, by electronic funds transfer, check, or any other mutually agreed-upon payment method.

The Client shall be responsible for any applicable taxes, duties, or other governmental charges imposed on the transportation services provided under this Agreement, in addition to the the service fees.

## **6. Force Majeure**

Neither party shall be responsible for any failure or delay in performing its obligations under this Agreement to the extent that such failure or delay is caused by events or circumstances beyond the reasonable control of the affected party ("**Force Majeure Event**"). Force Majeure Events shall include, but are not limited to, acts of God, natural disasters, strikes, labor disputes, wars, acts of terrorism, government actions, embargoes, epidemics, pandemics, and any other similar events or circumstances beyond the reasonable control of the affected party.

In the event of a Force Majeure Event affecting the performance of this Agreement, the affected party shall promptly notify the other party in writing of the occurrence of such event and the expected impact on its ability to perform its obligations under this Agreement. The affected party shall use reasonable efforts to mitigate the effects of the Force Majeure Event and resume performance of its obligations as soon as practicable.

If a Force Majeure Event continues for a period exceeding \_\_\_\_\_ days, either party may terminate this agreement upon written notice to the other party. In such event, neither party shall be liable to the other for any damages or losses resulting from such termination, except for any amounts owing for services rendered or expenses incurred prior to the termination date.

## **7. Indemnification**

The Service Provider shall indemnify and hold harmless the Client from any claims, damages, liabilities, or expenses arising from the Service Provider's failure to fulfill its responsibilities or any negligent acts, errors, or omissions of the Service Provider or its employees, agents, or subcontractors in the performance of transportation services under this Agreement. The Service Provider's total liability under this indemnification provision shall be limited to the fees paid or payable by the Client to the Service Provider under this Agreement.

## **8. Confidentiality**

The Service Provider shall indemnify and hold harmless the Client from any claims, damages, liabilities, or expenses arising from the Service Provider's failure to fulfill its responsibilities or any negligent acts, errors, or omissions of the Service Provider or its employees, agents, or subcontractors in the performance of transportation services under this Agreement. The Service Provider's total liability under this indemnification provision shall be limited to the fees paid or payable by the Client to the Service Provider under this Agreement.

## **9. Miscellaneous**

- This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter.
- Neither party shall assign, transfer, or delegate any of its rights or obligations under this Agreement without the prior written consent of the other party, except that either party may assign this Agreement to a successor-in-interest in connection with a merger, acquisition, or sale of all or substantially all of its assets.
- This agreement may be amended or modified only by a written instrument signed by both parties.
- If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed to be modified to the minimum extent necessary to render it valid, enforceable, and consistent with the original intent of the parties, and the remaining provisions of this agreement shall remain in full force and effect.

- Any notices or other communications required or permitted to be given under this agreement shall be in writing and shall be deemed to have been duly given if delivered personally, sent by registered or certified mail, postage prepaid, or transmitted by email to the addresses specified in the first page of this Agreement.
- This agreement shall be governed by and construed in accordance with the applicable laws of the State of \_\_\_\_\_.
- Any dispute, controversy, or claim arising out of or relating to this agreement, or the breach, termination, or validity thereof, shall be resolved through arbitration in accordance with the rules of \_\_\_\_\_ by \_\_\_\_\_ arbitrators appointed in accordance with such rules. The place of arbitration shall be \_\_\_\_\_. The decision of the arbitrators shall be final and binding upon the parties and may be enforced in any court of competent jurisdiction.

**IN WITNESS WHEREOF** the undersigned has caused this Consent to be executed and delivered by a duly authorized officer.

**Service Provider**

**Name**

**Date**

**Signature**

\_\_\_\_\_

**Client**

**Name**

**Date**

**Signature**

\_\_\_\_\_

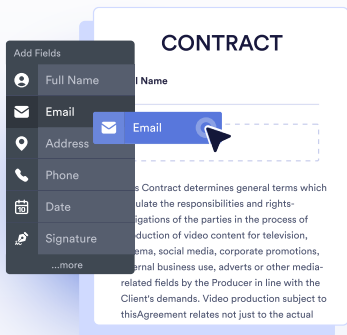


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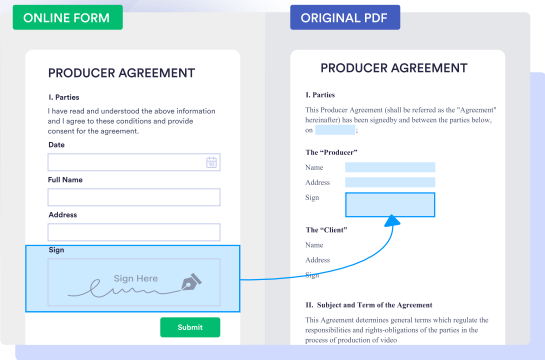
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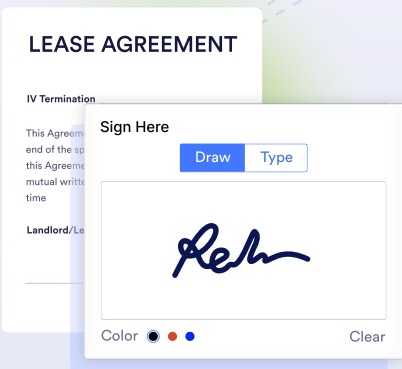
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