

## Crowley Logistics, Inc.

### Co-Brokerage Agreement between Licensed Transportation Brokers

AGREEMENT made this \_\_\_\_\_ day of 2015, Crowley Logistics, Inc. 9487 Regency Square Blvd. Jacksonville, FL 32225 and herein referred to as BROKER A, and between \_\_\_\_\_ herein referred to as BROKER B.

WITNESSETH;

WHEREAS, both parties are duly licensed transportation brokers (copies of whose licenses are attached hereto and made a part hereof) and are authorized to arrange for the transportation by motor vehicle of general commodities except household goods, between points in the United States.

WHEREAS, both parties control the transportation of commodities that will be tendered to carriers in accord with the criteria established.

WHEREAS, both parties have extensive experience in dealing with both shippers and carriers of general commodities and recognize that a cooperative arrangement between the parties can be to their mutual advantage.

NOW, THEREFORE, in consideration of the covenants and agreements and warranties hereinafter set forth, it is agreed:

1. That the broker providing that carrier shall covenant and agree:
  - a. That the carrier
    - i. Is a licensed motor carrier, with a DOT safety rating and has current insurance certificates on file with broker. Such insurance certificates must evidence primary liability, including auto liability, personal injury and property damage, with limits of liability of at least \$1,000,000 per occurrence and primary cargo insurance in an amount not less than \$100,000 or such greater amount as requested and expressly agreed to in writing;
    - ii. Is duly authorized to provide transportation of general commodities for broker between all points in the United States;
    - iii. That the rates charged by the carrier are lawful rates, and that a faxed confirmation will exist between carrier and broker;
    - iv. That a valid contract exists between the broker and the carrier. That the shipper, owner or consignee on transaction of shipment arranged pursuant to this agreement shall have all protections accorded by the said CONTRACT to shipper, owner, consignee and broker.
2. The broker who provides that traffic shall be responsible for the payment of the transportation charges 30 days from receipt of invoice. Failure of the shipper to pay these charges shall be no defense to that obligation. The broker who provides the shipment shall be responsible to advise the broker providing the carrier of the nature, type and value of the commodities tendered for shipment.
3. BROKER A agrees to offer BROKER B one load of freight per year.
4. Both parties agree to cooperate fully with the other in procuring freight from shipper or transportation services from carriers and to utilize each other's services from time to time.
5. Then in recognition of the fact that each of the parties have their own shipper or carrier accounts and will separately procure new

accounts during the term of this agreement, the parties hereto expressly agree that both party's shall refrain from soliciting business from nor perform brokerage or transportation services directly on behalf of any shipper or carrier that the other party first procures and continues to have as an account. In the event that this does occur, injured party is entitled to 6% of gross billing on those transactions for a period of one year hereafter.

6. The relationship of each broker shall at all times be that of an independent contractor.
7. Any and all changes to this agreement shall be reviewed by both parties and signed before changes can be facilitated, such changes may be faxed, and original made part of the contract at a later date.
8. If any damages are caused to one party by the failure of the other party to carry out the covenants, guarantees and warranties contained in this contract and damaged party shall receive full compensation from the party who failed to carry out the said covenants, agreements and warranties including the payment of reasonable attorney's fees.
9. In the event of loss of any shipment, the broker who procured the carrier shall indemnify and hold the co-broker harmless from any and all losses associated with said loss, limited to the greater of the amount of cargo insurance expressly agreed in writing between the parties or \$100,000. Notification of possible loss or damage shall be given as soon as such information is available.
10. This agreement shall be in force for a period of one year commencing upon the date of execution and shall be deemed renewed for like period of time thereafter unless terminated by either party providing thirty days advanced written notice of termination to the other party. Termination of this agreement shall not relieve either party of obligations to the other incurred prior to the effective date of termination nor of obligation arising out of any of the terms contained in the contract. However, only accounts identified by one party to the other prior to the date of termination shall be subject to the continued application of this agreement.
11. Contract shall be governed under the laws of Florida and the applicable laws and regulations of the United States.
12. Any and all jurisdiction and venue shall be with the State and Federal Courts of Florida.
13. If any part of this contract shall be declared void or voidable, it shall not render the rest of the contract void or voidable.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed as of the date first set forth above.

**BROKER A : Crowley Logistics, Inc.**

**BROKER B :** \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

(Title) \_\_\_\_\_

(Title) \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_