

AGREEMENT

AGREEMENT, dated as of _____, by and among CROWLEY LATIN AMERICA SERVICES, LLC, CROWLEY CARIBBEAN SERVICES, LLC, Cayman Islands limited liability companies and CROWLEY PUERTO RICO SERVICES, INC., a Delaware corporation (hereinafter collectively referred to as "CARRIER") and _____, a _____ corporation (hereinafter referred to as "AGENT").

CARRIER hereby appoints AGENT as an ocean bill of lading print, issuance and related activity location for CARRIER. AGENT accepts this appointment. The parties agree to the following terms and conditions for this appointment:

1. CARRIER shall electronically provide AGENT with the details for freighted bills of lading. AGENT will print each bill of lading, in its entirety, without modifications or deletions as transmitted by CARRIER, on forms provided by CARRIER containing CARRIER's standard terms and conditions. AGENT shall insure CARRIER provided forms are only used for this purpose. AGENT will only sign, release and/or otherwise use the bill of lading upon the authorization of the CARRIER. Agent shall not print or otherwise use this information in a manner not specifically authorized by this paragraph. Agent's breach of this paragraph shall immediately cause this appointment to be void.
2. There shall be no compensation paid by either party to the other party under this Agreement. Nothing contained herein shall affect, in any manner, the right of AGENT to receive such ocean freight brokerage as AGENT is entitled to received from CARRIER, under applicable laws and regulations, in connection with freight forwarding services rendered by AGENT.
3. AGENT will defend, indemnify and hold CARRIER harmless against all liability, costs and expenses (including reasonable attorney and expert fees) of every nature due to mistaken or other unauthorized issuance of bills of lading or violation of CARRIER's instructions.
4. This AGREEMENT is mutually non-exclusive and it is agreed that CARRIER and the AGENT may enter into similar agreements with other parties.
5. This AGREEMENT is to continue in full force and effect until cancelled by written notice given by either party. All materials, record of issue, receipts or other related documents associated with this Agreement shall be returned to CARRIER by AGENT immediately upon cancellation.
6. It is, and shall continue to be, the policy of both CARRIER and AGENT to prohibit any participation in the payment, solicitation, or receipt of any rebate, directly or indirectly, which is unlawful under the provisions of the Shipping Act of 1984 as modified by The Ocean Shipping Reform Act of 1998.
7. This AGREEMENT shall be governed by the laws of the State of Florida (except as to the conflict of law provisions) and the laws of the United States as applicable.

CARRIER:
CROWLEY LATIN AMERICA SERVICES, LLC
CROWLEY CARIBBEAN SERVICES, LLC
CROWLEY PUERTO RICO SERVICES, INC.

By: _____
Authorized Agent

AGENT:

By: _____
Name: _____
Title: _____