

CONTRACT CARRIER BROKERAGE AGREEMENT

This AGREEMENT entered into this ____ day of _____, 20____, by and between NEW PRIME, INC. d.b.a. PRIME, INC. (hereinafter "BROKER") P.O. Box 10108, Springfield, MO 65808, and _____ (hereinafter "CARRIER"), whose address is _____.

In consideration of the mutual covenants and agreements herein contained, it is hereby agreed as follows:

1. CARRIER represents that it is an Authorized Contract Carrier, holding Permit No. MC_____, operating under such authority as it pertains to this agreement and that such authority is in full force and effect.
2. The term of this Agreement shall be from the date above until the date and time of expiration or cancellation of the policy of cargo insurance of CARRIER. The term(s) of this Agreement shall not affect the obligation of CARRIER to PRIME under Paragraph #5 of this Agreement, such obligations surviving termination of this Agreement.
3. During the term of this Agreement, BROKER agrees to offer for shipment to the CARRIER such amounts of freight as BROKER may have available for the routes and at the rates set forth in "Schedule 1" attached hereto. Points of shipments and rates may be added and amended from time to time.
4. CARRIER agrees to transport all shipments, within its transportation capacities, offered by BROKER under the terms of "Schedule 1" and its supplements.
5. CARRIER shall indemnify and hold BROKER harmless from and against any and all claims, losses, damages and expenses arising out of CARRIER's operations hereunder.
6. CARRIER agrees to procure and keep in full force and effect during the term of this Agreement: 1) Auto-Liability Insurance in the amount of \$1,000,000, 2) Cargo Insurance in the amount of \$100,000, 3) Workers' Compensation Insurance, and 4) Commercial General Liability Insurance. CARRIER shall have each insurance company affording the above coverages/policies name BROKER "additional insured", under each such policy. CARRIER shall cause issuance of Certificates of Insurance, in all respects acceptable to BROKER, to be effective on the date of this Agreement. CARRIER to provide a certificate copy upon request.
7. Notwithstanding the fact that a bill of lading issued in connection with cargo hauled under the terms of this Agreement may name PRIME as "CARRIER", CARRIER agrees that it shall be deemed to be "Carrier of Record" on the bill of lading.
8. All claims may be deducted automatically from CARRIER's freight bill, with prior notification.
9. BROKER relies on the safety rating and insurance coverage of CARRIER. Therefore, CARRIER shall not assign a load provided by BROKER to any other carrier.
10. CARRIER will not solicit freight from any firm that CARRIER hauled for as the result of the efforts of BROKER, or through whom contact was first made at the direction of BROKER, for a period of one year after termination of this Agreement. Should CARRIER breach this Agreement and obtain traffic from such firm, BROKER shall be entitled to a commission from CARRIER of 15% of the gross revenues from such traffic for a period of 24 months after such traffic first begins to move. Additionally, BROKER shall be entitled to reasonable attorney's fees and its costs incurred to enforce its rights under this Agreement, from CARRIER.
11. CARRIER agrees to return all original Bills of Lading to BROKER, upon delivery.
12. Pallet account balances will be reconciled on a trip-by-trip basis, and deficit balances will be deducted automatically from the CARRIER's freight bill, with prior notification.
13. BROKER and CARRIER agree they shall consider facsimile copies of this Agreement executed by an authorized representative of each as binding and enforceable. CARRIER shall provide BROKER the original properly-executed Agreement, all necessary rate confirmation(s), a photocopy of CARRIER's Contract Authority and Certificates of Insurance as above described.

Should any portion of this Agreement be deemed unenforceable or invalid, all other provisions of the Agreement shall remain valid, binding and enforceable. The Agreement shall be governed and construed under laws of the State of Missouri, and all disputes arising hereunder shall be heard by a Court of competent jurisdiction in Greene County, Missouri.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date first written herein.

BOKER: PRIME, INC.

CARRIER:

BY: _____

BY: _____

ITS: _____

ITS: _____