

**BROKER/CONTRACTOR AGREEMENT**

THIS AGREEMENT is made and entered into on \_\_\_\_\_ (“Effective Date”) by and between, United Road Logistics, L.L.C. (“BROKER”), a registered broker (MC#343084), located at 10701 Middlebelt, Road, Romulus, Michigan 48174 and \_\_\_\_\_ [name of carrier] (“CARRIER”), a registered motor carrier (Permit/Certificate No. DOT \_\_\_\_\_), located at \_\_\_\_\_.

WHEREAS BROKER is a broker organized and existing under the laws of the State of Michigan and is engaged in the business of vehicle logistics from new vehicle manufacturers, assembly plants, ports, rail distribution centers, auctions, marshaling yards, terminal distribution centers, common dealerships and/or private locations;

WHEREAS BROKER from time to time engages independent carriers to transport vehicles from its clientele in order to meet and fulfill its motor vehicle logistics obligations;

WHEREAS CARRIER expressly warrants and represents to BROKER that it will transport the vehicles pursuant to the terms of this Agreement, that it will transport the vehicles under its own operating authority, and that its operating authority has never been suspended, revoked and/or expired;

WHEREAS CARRIER expressly warrants and represents to BROKER that it has all of the required and appropriate Federal/State and local authority to engage in the business of hauling and transporting vehicles by motor vehicle;

WHEREAS CARRIER expressly warrants and represents to BROKER that it expressly understands that it is not the exclusive transportation provider for BROKER, that BROKER has the sole and exclusive discretion of whether to use CARRIER’s transportation services, and that BROKER has no obligation and has made no representations that it will utilize the transportation services of the CARRIER for a specific number of hauls or vehicle transports;

WHEREAS THE PARTIES HERETO expressly understand that motor vehicle logistical services shall mean loading, transportation, delivery and unloading of motor vehicles; and

WHEREAS CARRIER expressly warrants, represents, covenants, agrees and understands that all of the heretofore and hereafter warranties, representations, covenants, promises and agreements made by it have been relied upon by BROKER and have induced it and/or caused it to enter into this Agreement.

NOW THEREFORE, for and in consideration of the mutual expressed and/or implied warranties, covenants and/or promises herein contained, the parties hereto expressly agree as follows:

1. **Term of Agreement:** This Agreement shall commence on the Effective Date and shall continue thereafter for a period of three (3) years. The Agreement will automatically renew on an annual basis unless cancelled in writing by the CARRIER or BROKER.
2. **Payment to Carrier:** The CARRIER shall be paid in accordance with the fee/rate schedule established by BROKER that is in effect on the date BROKER assigns to CARRIER a motor vehicle logistical services assignment. The CARRIER will only be paid for successful deliveries. Any ancillary costs associated with remedying a service breach by the CARRIER shall be the responsibility of the CARRIER. BROKER may, at its option, deduct this amount from any amount it owes CARRIER at any time. Under no circumstances shall BROKER be liable for any claims for payment made after 12 months from the delivery. CARRIER agrees that BROKER is the sole party responsible for payment pursuant to the terms of this Agreement and that shipper/manufacturer will not have any liability for payment under this Agreement or any applicable bill of lading, and that CARRIER will not pursue payment from the shipper, manufacturer or consignee.
3. **Broker and Co-Broker Prohibition:** CARRIER expressly warrants, covenants, promises, agrees and represents that it will not directly and/or indirectly "broker" or "co-broker" and/or cause to be brokered and/or co-brokered any motor vehicle logistical services arranged for CARRIER by BROKER

and CARRIER expressly warrants, covenants, promises, agrees, represents and expressly states that it does not have broker authority, that it does not have a Department of Transportation Broker Operating Authority Number issued in accordance with 49 C.F.R. §371, and that it will not assign, pledge or otherwise transfer to any other corporation, limited liability corporation, partnership, limited liability partnership, sole proprietorship and/or individual any motor vehicle logistic services arranged by BROKER.

4. **Independent Contractor:** CARRIER expressly warrants, represents, agrees and understands that the motor vehicle logistical services to be rendered by it shall be as an independent contractor with BROKER and by entering into this Agreement, CARRIER will not be providing motor vehicle logistical services as an agent, servant, employee and/or representative of BROKER.

5. **Services to be rendered:** BROKER will arrange for the motor vehicle logistics and tendering of the motor vehicles to CARRIER from new motor vehicle manufacturers, assembly plants, ports, rail distribution centers, terminal distribution centers, auctions, marshaling yards, common dealerships and/or private locations. CARRIER will engage in providing motor vehicle logistical services to the destination and/or destinations designated by BROKER. In the event that CARRIER is unable to engage in the motor vehicle logistical services within the time period designated by BROKER, it shall notify BROKER within 24 hours of the motor vehicle logistical service assignment of its inability to meet the motor vehicle logistical services deadlines. In such case BROKER shall be entitled in its sole and absolute discretion to avail itself of the services of another carrier. In the event of the CARRIER's inability to engage in and/or complete the motor vehicle logistical services in the time period designated by BROKER, the CARRIER will not be entitled to any of the compensation for the motor vehicle logistical services assignment.

6. **Receipts and Bills of Ladings:** CARRIER agrees to issue a Bill of Lading or similar freight receipt, in compliance with 49 U.S.C. 80101 et seq., and 49 C.F.R. 373.101, evidencing the pickup of motor vehicles in the form designated by BROKER or BROKER's shippers, and indicating the quantity of vehicles picked up at the origin and the description and condition of each vehicle in the shipment. CARRIER further agrees to provide evidence of delivery in the form designated by BROKER,

indicating the quantity of vehicles delivered and the description and condition of each vehicle delivered, with such evidence accepted and acknowledged by the recipient of the shipment in writing. The difference in the condition of the vehicle shown on the origin receipt and the condition of the vehicles on the delivery receipt of the vehicle shall be conclusive evidence against the CARRIER of any damages caused by the CARRIER.

CARRIER agrees that a shipper's insertion of BROKER's name as the CARRIER on a bill of lading shall be for the shipper's convenience only and shall not change BROKER's status as a property BROKER nor CARRIER's status as a motor carrier. Unless otherwise agreed in writing, CARRIER shall become fully responsible/liable for the freight when it takes/receives possession thereof, and the trailer(s) is loaded, regardless of whether a bill of lading has been issued, and/or signed, and/or delivered to CARRIER, and which responsibility/liability shall continue until delivery of the shipment to the consignee and the consignee signs the bill of lading or delivery receipt. Any terms of the bill of lading (including but not limited to payment terms, released rates or released value) inconsistent with the terms of this Agreement shall be ineffective. Failure to issue a bill of lading, or sign a bill of lading acknowledging receipt of the cargo, by CARRIER, shall not affect the liability of CARRIER.

7. **Waiver of Remedies under the Carmack Amendment:** BROKER and CARRIER expressly agree that claims for losses under this Agreement do not implicate the Carmack Amendment and are not controlled by the Carmack Amendment as codified in 49 U.S.C. §14706. To the extent that a court of competent jurisdiction deems that this Agreement is within the scope of the Carmack Amendment, 49 U.S.C. §14706, CARRIER and BROKER expressly waive the rights and remedies of the Carmack Amendment pursuant to 49 U.S.C. §14101(b)(1) and, in lieu, agree to the rights and remedies set forth in this Agreement. The fact that CARRIER may provide transportation services as part of its operations and pursuant to a tariff, schedules, rules, rates and charges relative thereto, shall have no applicability to the contractual relationship between the BROKER and CARRIER outlined in this Agreement. The terms of this Agreement shall apply to all BROKER loads hauled by CARRIER, regardless of whether received directly or indirectly from BROKER.

**8. Liability for Losses Other Than Total Losses to New Motor Vehicles:**

CARRIER expressly warrants, covenants, promises, agrees and represents to BROKER that upon the tender of one or more motor vehicles pursuant to this Agreement, it shall be solely and exclusively liable for all losses and/or damages while said motor vehicle(s) is/are in the possession, custody and/or control of CARRIER. Any and all losses and/or damages to motor vehicles are to be paid to BROKER whether directly by CARRIER or on behalf of CARRIER by an insurance company providing liability or property damage insurance coverage to CARRIER. Damage can include claims for diminished value and/or loss of sale. If CARRIER or its insurance company fails and/or refuses to satisfy in full the losses or damages claims within 60 days of the event causing the losses or damages or within 45 days of notification by Broker of the losses or damages, whichever time period is shorter, BROKER shall be entitled in its sole and absolute discretion to deduct the full dollar amount of the losses and/or damages and to assess and deduct a 15% surcharge from any motor vehicle logistical payments that may be due and owing to CARRIER. In the event that the deduction for the losses and/or damages, exclusive of the 15% surcharge hereinabove mentioned, from any motor vehicle logistical services payments that may be due and owing to CARRIER does not fully satisfy the amount of the losses and/or damages, BROKER shall be entitled to cancel this Agreement and pursue those remedies available by law, and CARRIER expressly warrants, covenants, promises, agrees and represents that it understands that the remedies available at law to BROKER shall also include lawful interest, actual attorneys' fees and costs of suit.

**9. Liability for New Motor Vehicles deemed a Total Loss by the Manufacturer:**

In the event of losses and/or damages to a new motor vehicle while under the care, custody and/or control of CARRIER pursuant to this Agreement, when the new car manufacturer declines or refuses to issue a Certificate of Compliance in accordance with 49 U.S.C. §30112 and/or 49 U.S.C. §30115 of the National Traffic and Motor Vehicle Safety Act, CARRIER will pay in full to BROKER the full amount BROKER paid or BROKER is required to pay to the shipper/new car manufacturer as a consequence of the losses and/or damages. Full payment to BROKER of the amount paid by BROKER or required to be paid by BROKER to the shipper/manufacturer shall be paid by CARRIER in full within 60 days of the event and/or occurrence directly and/or indirectly causing the loss and/or damage to the

new motor vehicle or within 45 days of notification from BROKER of the new car manufacturer declining and/or refusing to issue a Certificate of Compliance in accordance with 49 U.S.C. §30112 and/or 49 U.S.C. §30115, whichever time period is shorter. If the CARRIER and/or its insurance company fails and/or refuses to pay to BROKER the full amount paid or required to be paid within the time periods set forth hereinabove, BROKER shall be entitled in its sole and absolute discretion to offset any amounts owed to CARRIER and shall be entitled to assess a 15% surcharge. In the event that the deduction, exclusive of the 15% surcharge, taken from motor vehicle logistical payments that may be due and owing to CARRIER does not equate to the full amount paid by BROKER to shipper/manufacturer, BROKER shall be entitled to cancel this Agreement and/or pursue those remedies available to it by law and CARRIER expressly warrants, covenants, promises, agrees and represents that it understands that the remedies available at law to BROKER shall also include lawful interest, actual attorneys' fees and costs. CARRIER represents and warrants that it will maintain cargo insurance that covers and pays the full retail value of the lost and/or damaged motor vehicle(s), less salvage value (unless the shipper/manufacturer determine that the vehicle(s) should be destroyed), and the insurance policy shall have no exclusions for diminution of value, loss of market, loss of use and/or consequential loss. CARRIER understands that regardless of whether or not it has insurance coverage for a loss, it has ultimate liability for paying any amounts due related to losses and/or damages to vehicles.

**10. Insurance:** The CARRIER, at CARRIER's own cost and expense, shall obtain, provide and keep in full force and effect for the benefit of BROKER, during the term hereof general public liability, commercial trucking, cargo, property and worker's compensation insurance insuring BROKER against any and all liability and/or claims of liability arising out of, occasioned by and/or resulting from any accident, incident and/or occurrence directly, indirectly and/or proximately resulting in injuries to any person and/or property damage for limits in accordance with **Schedule A**. The insurance policies, together with certificates of insurance naming BROKER as a certificate holder on the cargo policy and as an additional insured on the general and commercial trucking liability policies, shall be delivered to BROKER, together with proof of payment of premium prior to the commencement of this Agreement. At least 30 days prior to the

expiration or termination date of any policy, CARRIER shall deliver to BROKER a renewal or replacement policy, together with updated certificates of insurance, along with proof of the payment of the premium therefore. The insurance policies to be secured by CARRIER shall be issued by insurance companies approved by the BROKER. In the event the Carrier's insurance does not meet BROKER's standards as described herein, BROKER shall have the right to obtain alternative insurance, which shall be at CARRIER's sole cost and expense, and to assess CARRIER a surcharge on all loads until the defect is cured.

**11. Waiver of Subrogation:** CARRIER expressly warrants, covenants, promises, agrees and represents that it waives all rights of recovery against BROKER and/or BROKER's agents, servants, employees and/or representatives for any and/or all losses, damages and/or injuries of any nature whatsoever to property or persons for which CARRIER is insured. CARRIER shall obtain from its insurance companies and will deliver to BROKER at least 15 days prior to the effective date of this Agreement waivers of any and/or all subrogation rights under the respective policies.

**12. Indemnification:** CARRIER expressly warrants, covenants, promises, agrees and represents that it will indemnify, save, hold harmless and defend BROKER without disclaimer and/or reservation from and for any and all payments, expenses, costs, attorneys' fees and from any and all claims and liability for losses and/or damages to property and/or injuries to persons occasioned wholly or in part by or resulting from any acts and/or omissions by CARRIER and/or CARRIER's agents, servants, employees and/or representatives or for any cause or reason whatsoever arising out of, occasioned by or resulting from any motor vehicle logistical services provided and/or to be provided by CARRIER pursuant to this Agreement.

**13. Non-Disparagement and Liquidated Damages:** During the term of this Agreement and for a period of one year following the termination of this Agreement, CARRIER agrees that it, its stockholders, members, directors, officers, employees, agents and its subcontractors will not disparage or make, cause to be made, endorse or ratify any disparaging statements or comments about or related to the directors, officers,

employees or the products or services of BROKER or BROKER'S customers. For purposes of this Section, "disparage" shall mean any negative statement, whether written or oral, about the directors, officers, employees or the products or services of BROKER or BROKER'S customers. In the event CARRIER breaches this non-disparagement provision, CARRIER acknowledges and agrees that it would be impractical or extremely difficult to ascertain the amount of actual damages to BROKER. For this reason, CARRIER agrees that any violation of this non-disparagement provision shall result in the imposition of liquidated damages, in the amount of Fifty Thousand and 00/100 dollars (\$50,000.00), for each occurrence, to be paid by CARRIER to BROKER, which is not a penalty, but represents the reasonable estimate of the actual damages that BROKER would suffer in the event of a breach. BROKER and CARRIER agree and acknowledge that this non-disparagement provision is a material term of this Agreement, the absence of which would have resulted in BROKER refusing to enter into this Agreement.

**14. Compliance with FMCSA Safety Regulations:** CARRIER shall notify BROKER immediately if its federal operating authority is revoked, suspended or rendered inactive for any reason; and/or if it is sold, or if there is a change in control of ownership, and/or any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason. CARRIER agrees that at no time during the term of its contract with BROKER shall it have an "Unsatisfactory" or "Unfit" safety rating as determined by the Federal Motor Carrier Safety Administration ("FMCSA"), and that it has no knowledge of any threatened or pending interventions by FMCSA under CSA. If CARRIER receives an "Unsatisfactory" or "Unfit" safety rating, or a rating is changed from "Satisfactory" to "Conditional" or from "Continue to Operate" to "Marginal" it shall immediately notify BROKER. CARRIER shall also notify BROKER immediately when any CSA BASICs scores are above threshold and have been labeled "Alert" by the FMCSA. The provisions of this paragraph are intended to include safety-rating designations, which may replace those above, which are subject to change by FMCSA at any time. In addition, CARRIER warrants to BROKER that it is in compliance and will remain in compliance with all of the requirements of 49 C.F.R. § 395 and will provide proof of such compliance upon request by BROKER.

15. **Drivers Licenses and Compliance with Driver Related Regulations:** CARRIER expressly warrants, covenants, promises, agrees and represents that any and all of its drivers have valid commercial driver's licenses and that no driver's commercial driver's license has ever been revoked and/or suspended by any Federal, State and/or local administrative or judicial entity.

CARRIER expressly warrants, covenants, promises, agrees and represents that each and every driver satisfies all of the provisions of 49 C.F.R. §391 and in particular 49 C.F.R. §391.41, Physical Qualifications for Drivers. Likewise, CARRIER expressly warrants, covenants, promises, agrees and represents that each and every driver is in compliance with 49 C.F.R §382, and that none of the drivers who will be providing motor vehicle logistical services for CARRIER have ever tested positive for alcohol and/or controlled substances. Continuing, the CARRIER expressly warrants, covenants, promises, agrees and represents that it conducts random testing for alcohol and/or controlled substances of its drivers in accordance with 49 C.F.R. §382.305 and reasonable suspicion testing of its drivers in accordance with 49 C.F.R. §382.307. It is expressly understood and agreed that the failure of the CARRIER to comply with the provisions of this paragraph shall constitute a breach of the Agreement and BROKER in its sole and absolute discretion is free to immediately cancel this Agreement. CARRIER expressly warrants, covenants, promises, agrees and represents that its personnel, including but not limited to drivers, are fully familiar with and will utilize their best efforts to comply with the Federal Motor Carrier Safety Regulations and the United States Department of Transportation and Federal Highway Administration rules and regulations.

16. **Restrictive Covenant:** CARRIER expressly warrants, covenants, promises, agrees and represents that it is expressly prohibited during the term of this Agreement and for a period of 24 months after the expiration of this Agreement from directly and/or indirectly soliciting, contracting and/or causing to be solicited or contracted any motor vehicle logistical services from any motor vehicle manufacturer, assembly plant, port, rail distribution center, auction, marshaling yard, terminal distribution center, common dealership and/or any shipper contained in such facilities after being

introduced to, put in touch with, made known to CARRIER by BROKER, or that is serviced by BROKER.

CARRIER also expressly warrants, covenants, promises, agrees and represents that it is expressly prohibited during the term of this Agreement and for a period of 24 months after the expiration date of this Agreement from directly soliciting for hire or hiring any employee of BROKER without the express written permission of BROKER.

In addition to any other rights and/or remedies available to BROKER for breach of this Section 16, BROKER shall be entitled to enforcement of these covenants by way of injunctive relief by a Court of competent jurisdiction and CARRIER expressly warrants, covenants, promises, agrees and represents that it consents to such injunctive relief enjoining and restraining CARRIER from directly and/or indirectly violating the terms of this Section 16.

In addition to the injunctive relief set forth herein above, BROKER shall be entitled to liquidated damages in an amount equal to three times the amount of the gross revenue paid to CARRIER by the vehicle manufacturers, assembly plants, ports, rail distribution centers, auctions, marshaling yards, terminal distribution centers, common dealerships and/or any and all shippers located in such facilities that were introduced to, put in touch with and/or made known to CARRIER by BROKER, or that are serviced by BROKER, together with such facilities and/or entities serviced by BROKER through the three year period of this Agreement. CARRIER expressly warrants, covenants, promises, agrees and represents that it will produce and/or make available all documents requested by BROKER, its agents, servants, employees, attorneys and/or accountants deemed necessary by BROKER to calculate the liquidated damages. Such documents shall include, but are not limited to, contracts, bills of lading, receipts, deposits, bank statements, checks and/or Carriers' financial records of any kind. Payment of the liquidated damages amount shall be made within 45 days of presentation to CARRIER by BROKER.

CARRIER expressly warrants, covenants, promises, agrees and represents that it will be responsible to pay all attorneys' fees, accountants' fees and costs incurred for seeking the consented to injunctive relief and/or liquidated damages set forth

hereinabove. Payment of same shall be made within 45 days of presentation to CARRIER by BROKER.

**17. No Liens or Encumbrances:**

CARRIER warrants, covenants, promises agrees and represents that it shall not have any right, title, interest, ownership, or claim in the goods tendered for transportation services by or for BROKER or BROKER's shipping/manufacture customer or the consignee under this Agreement. CARRIER further warrants, covenants, promises, agrees and represents that it will not in any way encumber or otherwise impair BROKER's shipping/manufacture client's or the consignee's right to possession of such goods, including, but not limited to, asserting any lien or withholding any goods on account of any dispute as to prices or alleged failure of the BROKER or the BROKER's shipping/manufacture client(s) or the consignee(s) to pay any charges incurred under this Agreement. CARRIER waives and releases any lien or right to a lien CARRIER might have as to products transported hereunder.

**18. Non-Assignability:** This Agreement shall be binding upon the heirs, successors and/or the assigns of the respective parties hereto. However, CARRIER expressly warrants, covenants, promises, agrees and represents that it shall not assign this Agreement or any rights hereunder it may have without the prior written consent of BROKER.

**19. Confidentiality:** In addition to "Confidential Information" protected by law, statutory or otherwise, CARRIER agrees that all of BROKER's financial information and that of its customers, including but not limited to, freight and brokerage rates, amounts received for brokerage services, freight charges collected, freight volume requirements, as well as personal customer information, customer shipping or other logistics requirements shared or learned by CARRIER as a result of or incident to its relationship with BROKER or BROKER's customers, shall be treated as confidential, and shall not be disclosed or used for any reason without prior written consent. In the event of violation of this Section 18, CARRIER agrees that the remedy at law may be inadequate and that BROKER shall be entitled to an injunction restraining the CARRIER from further violation of this Agreement, in addition to any other remedy it may have. In a dispute concerning the violation of this Section 18, the prevailing party shall be entitled to recover all costs and expenses incurred, including but not limited to reasonable attorneys' fees.

**20. Choice of Law Jurisdiction and Venue:**

This Agreement shall be construed and interpreted in accordance with and be governed by the laws of the State of Michigan and any federal regulations and legislation that pre-empts or supplements the laws of the State of Michigan. Further, the parties consent to submit all legal proceedings directly or indirectly arising out of, pertaining to or relating to this Agreement, to the exclusive jurisdiction of the courts of the State of Michigan sitting in Wayne County, Michigan, including the United States District Court for the Eastern District of Michigan. EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

**21. Non-Waiver by Broker:** The various rights, remedies, options and elections of BROKER expressed and/or implied herein are cumulative. The failure of BROKER to enforce strict performance by CARRIER of the conditions, covenants, warranties or promises of CARRIER expressly and/or impliedly set forth herein and/or the failure to exercise any elections or options to resort and/or have recourse to any remedies herein conferred and/or accepted by BROKER shall not be construed or deemed to be a waiver or relinquishment by BROKER of any CARRIER covenants, warranties, representations, agreements or promises or any of BROKER's options, elections and/or remedies. The foregoing shall continue in full force and effect.

**22. Cancellation of Agreement:** With 10 days' notice to CARRIER, BROKER may at any time, in its sole and absolute discretion, cancel this Agreement with or without cause.

**23. Notices:** All notices required under the terms of this Agreement shall be given by mailing such notice by regular and certified mail, return receipt requested, to the address of the parties as shown at the head of this Agreement, or to such other address as may be designated in writing, which notice of change of address shall be given in the same manner.

**24. Entire Agreement:** This Agreement contains the entire agreement between the parties. No representative, agent, servant and/or employee of BROKER or CARRIER has been authorized to make any representations and/or promises beyond those

contained herein or to vary, alter or modify the terms or conditions contained herein. No additions, changes, modifications, renewals, or extensions to this Agreement shall be binding unless reduced to writing and signed by BROKER and CARRIER.

25. **Number and Gender:** For all references in this Agreement to any party, person, entity or corporation, the use of any particular gender or the use of any singular or plural reference is intended to include the appropriate gender and number as the text may require.

26. **Validity of Agreement:** The terms, conditions, covenants, promises and provisions of this Agreement

shall be deemed to be severable. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a Court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause, covenant, promise or provision herein, and such other clauses, covenants, promises and provisions shall remain in full force and effect.

27. **Survival:** The representations, rights and obligations of the parties hereunder shall survive termination of this Agreement, including, but not limited to, paragraphs 4, 7-13, 16-21, and 23-27.

**\*\*\*Signature Page Follows\*\*\***

## **SCHEDULE A INSURANCE**

Unless greater insurance limits are required in an appendix to this Broker/Carrier Agreement, a Confirmation or other document properly executed by authorized representatives of the parties, or by law, CARRIER agrees to procure and maintain at his/her/its own expense, the following insurance in at least the following amounts during the term of this Contract:

a. Cargo Insurance:

- |              |                      |
|--------------|----------------------|
| ▪ 1-3 car    | \$100,000            |
| ▪ 4-6 car    | \$200,000            |
| ▪ 7-9 car    | \$250,000            |
| ▪ 10 & above | \$250,000 (Used car) |
| ▪ 10 & above | \$350,000 (New car)  |

Cargo insurance must include coverage for: i) a constructive total loss, without any requirement to transfer or surrender title to the insured or the insurer; and ii) depreciation.

- b. Automobile Liability Insurance: \$1 million (USD) Combined Single Limit for bodily injury and property damage
- c. Worker's compensation: as required by law
- d. General Liability: limited to \$1 million per occurrence, \$2 million aggregate (USD) for bodily injury and property damage
- e. Additionally Insured: Applied to the Auto liability.
- f. Any insurance coverage, endorsements or requirements required by any governmental body for the type of transportation and related services specified in any appendix
- g. In the event CARRIER fails to maintain the above insurance coverage, BROKER shall have the right to obtain alternative coverage in the amounts and the types BROKER deems, in its sole opinion, reasonably necessary to protect the interests of BROKER and BROKER's customers; BROKER shall charge CARRIER an insurance surcharge of \$1.25 per vehicle hauled by CARRIER until such time as CARRIER cures the defect in insurance coverage.

At a minimum, all insurance required by this Agreement must be written by an insurance company having a Best's rating of B++ or better, and must be authorized to do business in the state(s) or province(s) in which CARRIER performs the transportation and related services. CARRIER's insurance shall be primary and required to respond and pay prior to any other available coverage. CARRIER shall furnish written evidence of its insurance coverage to CARRIER Management upon request and shall advise CARRIER Management of any change in its insurance coverage thirty (30) days prior to the effective date of such change. CARRIER further agrees to procure and maintain any and all insurance required by federal, state, provincial, territorial, municipal, local, or to the extent applicable, international laws. CARRIER shall cause the required insurance to be procured naming United Road Logistics, L.L.C., as "Certificate Holder" on any Public Liability, General Liability, Automobile Liability and/or Cargo Liability policies. Upon execution of this Agreement, CARRIER shall furnish to CARRIER Management written certificates obtained from each insurance CARRIER showing that the required insurance has been procured. In addition, CARRIER is responsible for providing updated insurance certificate(s) to CARRIER Management prior to expiration of current certificate or, if CARRIER changes insurance providers. Notwithstanding the foregoing, any insurance procured by CARRIER is subject to BROKER's approval, which may be granted or refused, based upon BROKER's sole and absolute discretion.



**Broker/Contractor Agreement (Signature Page)**

**Broker:**

United Road Logistics, LLC  
10701 Middlebelt Road  
Romulus, MI 48174

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

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

**Carrier:**

Print Name of Carrier: \_\_\_\_\_

Address: \_\_\_\_\_

By: \_\_\_\_\_, its \_\_\_\_\_.

(Print Full Name of Signer)

(Title)

Signature: \_\_\_\_\_

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