



SMRK SERVICES INC
300 Delancy St, Newark
NJ 07105, United States.
Tel: (973) 803-2196

support@smrkservicesinc.com

BROKER CARRIER AGREEMENT

THIS AGREEMENT is made as of _____, _____ by and between **SMRKSERVICESINC**, a New Jersey corporation, with an address at 300 Delancy St, Newark, NJ 07105, USA, a property broker licensed by the U.S. Motor Carrier Safety Administration (FMCSA) under MC1453210 (BROKER) and a Motor Carrier licensed by the FMCSA under MC _____, BROKER & CARRIER agree as follows:

SERVICES: A broker is a provider of logistics services (freight forwarding), arranging for the transportation and distribution of goods and merchandise for its customers in the U.S. The broker wishes to retain the services of the carrier in order to provide the logistics services it has agreed to provide to its customers. During the term of this agreement, the broker or its designee will tender to the carrier, and the carrier will accept and transport certain goods ("goods description") in a series of shipments as described in the attached rate schedule. All transactions under this agreement will be in U.S. dollars, unless otherwise specifically provided in writing. The broker makes no commitment to tender to the carrier any specific number of shipments. The carrier will continue to be qualified under the broker's carrier qualification protocol for the duration of this agreement.

The Obligation of the CARRIER: is to provide the services exclusively to the carrier. CARRIER may not hire another carrier, whether motor, rail, or air carrier, to provide the services without the written consent of the broker. CARRIER will provide the personnel, motor vehicles, and equipment required to perform the services and will maintain any licences and permits required by governmental authorities. CARRIER will also provide equipment, supplies, and other services described in this agreement or any Rate Schedule. ("Additional Services"). CARRIER will perform the services and additional services in good faith and in a timely, diligent, and competent manner in accordance with applicable professional standards and the broker's instructions. CARRIER represents that it is fit, willing, and able to perform the transportation services requested. Additional service standards will be described in the rate schedule. The carrier acknowledges that under no circumstances are they to double-broker the load. Doing so will result in non-payment for services rendered.

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Carrier Operating Authority and Compliance with Law: CARRIER represents and warrants that it is duly and legally qualified to provide, as a contract carrier, the transportation services contemplated herein. The carrier further represents that he does not have a conditional or unsatisfactory rating issued from the U.S. Department of Transportation and further agrees to comply with all federal, state, and local laws regarding the provision of the transportation services contemplated under this agreement.

Performance of Services: The carrier agrees, subject to the availability and legal loading capacity of its equipment, to transport commodities and perform ancillary services tendered to it by SMRK SERVICES INC. in accordance with the shipping instructions set forth in each load sheet. Carrier agrees that it will use only tractors, trailers, and other equipment that is in good condition. Carrier and SMRK SERVICES INC (Broker) both agree that each shipment to be transported under this agreement will be evidenced by a separate load sheet, and that these loads will become part of the agreement when CARRIER accepts a shipment and begins freight movement.

Rates & Charges: SMRK SERVICES, INC. will compensate the carrier for transportation services performed hereunder on the basis of rates and charges set forth on each load sheet. CARRIER represents and warrants that there are no other applicable rates or charges except those established in this agreement or any load sheet prepared by SMRK Services Inc. CARRIER must submit a completed invoice, as well as all signed original bills of lading, signed receipts, and signed proof of delivery receipts, for each shipment listed on the invoice. SMRK SERVICES INC must pay the CARRIER for each load tendered within thirty (30) days of receiving all properly executed paperwork for the load, as determined solely by SMRK SERVICES INC. also responsible for all payments to CARRIER for all services rendered by CARRIER. The carrier shall not look to the shipper for payment, and the shipper's payment for services rendered will always be made directly to SMRK SERVICES INC. A copy of the carrier's operating authority demonstrating that it is a contract carrier, certificates of insurance in effect as of the date of each shipment, all IRS forms, and a signed transportation agreement must be kept on file with SMRK SERVICES INC at all times while the load is being transported. Failure to provide these documents will result in delays in the payment of all invoices from the carrier.

Conflicts: In the event there is a conflict between the terms of this agreement and the Bill of Lading, the provisions of this agreement shall govern.

Waiver of Carrier's Lien: The carrier shall not hold any goods of the shipper on account of any dispute as to the rates or any alleged failure of SMRK SERVICES, INC. to pay charges incurred under this agreement. CARRIER is relying upon the general credit of SMRK SERVICES INC. and hereby waives and releases all liens that CARRIER might otherwise have on any goods of SMRK SERVICES INC. or its customers in the possession or control of CARRIER.

Indemnification: CARRIER shall indemnify and hold harmless SHIPPER and SMRK SERVICES INC from and against any and all claims, demands, direct or indirect damages, causes of action, liabilities, losses, suits, taxes, penalties, and fines from any source caused by or resulting from the action or omission of CARRIER or its agents or employees in providing transportation services under this agreement or in failing to comply with any laws and regulations pertaining to the maintenance, operation, and management of the transportation services.

Loss, Damage, or Destruction of Cargo: The carrier shall be liable for any loss, damage, or destruction of any property transported under this agreement. If any property is damaged or destroyed, in whole or in part, the shipper or SMRK Services Inc. will submit a written claim to the carrier, and the carrier shall pay the claim within thirty (30) days. CARRIER agrees, in the event of an accident, to use the utmost care and diligence in the protection of the property. Payment will be withheld until the shipper or SMRK SERVICES INC has determined the extent of any claim to be filed.

Chargebacks: CARRIER agrees to be liable for any SHIPPER or customer chargeback resulting from late deliveries or missed appointments, provided CARRIER is notified at the time of load tender that penalties will be imposed and the specific amounts of any penalty for late delivery or missed appointment as agreed to in the load sheet, excluding acts of God, terrorism, war, or any other circumstances beyond the carrier's control.

Effective Date & Term: This agreement shall go into effect on the day and year herein above written and remain in effect for a period of one (1) year from the date hereof and shall renew automatically for one (1) year period thereafter, subject to the right of either party hereto to cancel or terminate the agreement upon not less than thirty (30) days written notice of one party to the other prior to the end of the then-current term, with notice being effective upon delivery.

Confidentiality: CARRIER agrees that it will not divulge to any third party the (a) terms of this agreement or (b) any proprietary information derived in the course or performance of this agreement. The CARRIER expressly agrees not to disclose the terms under which it provides transportation to any third party represented by SMRK SERVICES INC and/or the consignee or consignor of any shipment moving under this agreement.

Non-Solicitation by Carrier: During the term of this Agreement and for the period of three (3) years from its termination, CARRIER shall not directly or indirectly solicit or do business of a transportation nature with any of SMRK SERVICES INC.'s customers who are served by CARRIER as a result of this Agreement. Solicitation is prohibited under this Agreement, which means participation in any conduct, whether direct or indirect, the purpose of which involves transportation or handling of property by the carrier, for which the carrier does, or did in the past, provide such services for that customer under arrangements first made or procured by SMRK SERVICES INC. If CARRIER performs transportation services for compensation for any SMRK SERVICES INC customer without prior written authorization, CARRIER shall immediately pay to SMRK SERVICES INC an amount equal to twenty (20%) percent of all gross revenues invoiced by CARRIER to the solicited customer for a period of eighteen (18) months following the first independent service of customers by CARRIER. SMRK SERVICES INC. shall identify its customers to CARRIER when each customer's first load is tendered to CARRIER. carrier's acceptance of the load and movement of the property will acknowledge that this new customer is SMRK SERVICES INC. This provision will survive the termination of this agreement.

Sub-Contractor Prohibition: CARRIER expressly agrees that all freight tendered to it by SMRK SERVICES INC will be transported on equipment operated solely by the CARRIER, and that CARRIER will not subcontract, broker, or otherwise arrange for the freight to be transported by a third party without the prior written consent of SMRK SERVICES INC.

Insurance: CARRIER shall maintain insurance policies in force at all times that cover auto liability, property damage, and cargo damage, as well as all coverage required under applicable state and/or federal law, including workers' compensation coverage.

Minimum coverage levels per incident are:

| | |
|-----------------|-----------------|
| \$ 1,000,000.00 | Auto Liability |
| \$ 100,000.00 | Cargo Insurance |

The carrier will provide SMRK SERVICES INC with a Certificate of Insurance for each policy in force, with SMRK SERVICES INC listed as the certificate holder and a clause stating that SMRK SERVICES INC will be given thirty (30) days written notice prior to the effective date of any cancellation or material change in said policy(ies).

Accident or Breakdown Notification: The carrier agrees to immediately notify SMRK Services Inc. by phone of any accident or breakdown that impairs or delays the movement of any property covered by this agreement.

Government Regulations: SMRK SERVICES, INC. and CARRIER hereby mutually agree and stipulate that each is familiar with all governmental regulations, that each will fully comply with said regulations, and that said duty of compliance shall at all times during the term of their agreement be a material provision and obligation of each to the other. Consistent with said regulatory requirements, the carrier agrees to provide SMRK Services Inc. with all documents and information that SMRK Services Inc. is required to have on file and which are normally within the carrier's possession.

Independent Contractor Relationship: CARRIER's relationship with SMRK SERVICES INC shall always be that of an independent contractor, and nothing herein shall be construed to contradict such a relationship. CARRIER shall have the exclusive right to employ or discharge all persons required in the performance of the services contemplated hereunder, and such persons shall be and remain employees or agents of CARRIER at all times.

Notices: All notices required by or related to this Agreement shall be in writing, shall be deemed to have been given when sent, and shall be delivered personally or sent via U.S. registered or certified mail, return receipt requested, postage prepaid, and addressed as shown in the first paragraph hereof to the above-referenced.

Severability: If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will continue to be in full force and effect and will constitute the entire agreement between CARRIER and SMRK SERVICES INC.

Entire Agreement and Modifications: This Agreement, including all schedules attached hereto, constitutes the entire agreement between the carrier and SMRK SERVICES INC. concerning the subject matter of this agreement and may not be modified or amended unless accomplished in writing and signed by both the carrier and SMRK SERVICES INC. No provision or requirement in this contract shall be considered waived unless a waiver is expressly endorsed hereon or attached hereto.

Record Retention: CARRIER and BROKER agree to maintain their records of transportation performed under this agreement and to preserve this agreement for a period of three (3) years following the last shipment transported by CARRIER.

In witness thereof, the undersigned individuals have executed this agreement the day and year herein above written and, by doing so, represent and warrant that they accept and agree to the terms contained herein and have been or are specifically authorised to do so on behalf of the organisation they represent.

SMRK SERVICES INC

CARRIER

Printed Name: **SYED RAZA**

Printed Name: _____

Title: **PRESIDENT**

Title: _____

Date: _____

Date: _____

Authorized Signature *Syed Raza*

Authorized Signature _____