

LOGISTIK SERVICES, LLC

12000 Washington Street
Suite 365
Thornton, CO 80241

MOTOR CONTRACT CARRIER TRANSPORTATION AGREEMENT

This agreement, made this ____ day of _____, 20__ by and between

LOGISTIK SERVICES, LLC, located at 12000 WASHINGTON ST., SUITE 365,
THORNTON, COLORADO 80241 and CARRIER _____.
Located at _____.

CARRIER Federal ID# or Social Security # _____.

LOGISTIK SERVICES, LLC, for the purpose of this contract will be referred to as,
LOGISTIK SERVICES.

WHEREAS CARRIER is an authorized interstate motor carrier of property operating under MC or DOT# _____ (a copy of which Certificate or Permit is attached to and made a part of this contract), issued by the Federal Highway Administration and or the United States Department of Transportation, to provide regulated interstate transportation of property: and

WHEREAS, LOGISTIK SERVICES is a broker licensed to perform such services by the Federal Highway Administration under MC# 326404 B (a copy of which is attached to and made a part of this contract): and

WHEREAS, LOGISTIK SERVICES controls the transportation of the commodities to be tendered to CARRIER, through agreements and arrangements and or contracts that LOGISTIK SERVICES has with the beneficial owners or receivers of such commodities:

NOW THEREFORE, in consideration of the above premises, LOGISTIK SERVICES agrees to offer for shipment and CARRIER agrees to transport by motor vehicle from and to such points which services may be required, such quantities of commodities as LOGISTIK SERVICES may require, subject to the availability of suitable equipment, and under the terms and conditions expressed in this contract and as are hereafter listed.

1. CARRIER STATUS.

CARRIER'S status is that of a motor carrier and is considered contract carriage as defined by the Federal Highway Administration and or the US Department of Transportation. The relationship of the CARRIER to LOGISTIK SERVICES is and shall, at all times, be that of independent contractor, and neither is or shall be considered as an agent of the other for any purpose, other than as specified in this contract.

2. INSURANCE REQUIREMENTS AND INDEMNIFICATION

a. CARRIER INSURANCE REQUIREMENTS

CARRIER agrees to maintain liability insurance in the minimum amount of \$1,000,000.00 for the benefit of and to compensate LOGISTIK SERVICES for any loss arising out of CARRIER actions in connection with any transportation service provided herein.

CARRIERS INITIALS _____

LOGISTIK SERVICES, LLC

CARRIER agrees to maintain cargo insurance in the minimum of \$100,000.00 for the benefit of and to compensate LOGISTIK SERVICES, consignor or consignee or owner, for the loss or damage to their property while in the actual or constructive possession or control or CARRIER in connection with any transportation service provided herein. CARRIER agrees to maintain Workman's Compensation as required by their State and local regulating agencies.

CARRIER shall cause its insurance carriers to provide to LOGISTIK SERVICES standard certificates of insurance for Cargo, Liability, and Workman's Compensation coverage, and that LOGISTIK SERVICES be listed as additionally insured, and instruct said insurance carriers to give LOGISTIK SERVICES written notice 30 days prior to cancellation.

LOGISTIK SERVICES requires the Cargo Insurance Certificate to be listed as BROAD FORM or ALL RISK, with no exclusions for alcoholic beverages.

b. **CARRIER INDEMNIFICATION.**

CARRIER agrees to defend, indemnify and hold harmless, LOGISTIK SERVICES and to assume full responsibility for and pay all costs of compliance with all insurance covering cargo, personal liability, workman's compensation, and property damage risks, pay all Federal State or municipal license fees, taxes and other charges pertaining to this contract. CARRIER further agrees to indemnify, defend and hold harmless LOGISTIK SERVICES from any and all claims for death or injury, to persons and loss or damage to property of any nature whatsoever.

3. **RATES OR COMPENSATION AND BILLING**

Rates and charges for commodities transported under this contract shall be as agreed to between the parties in writing or by facsimile on a load by load basis. LOGISTIK SERVICES shall fax a rate confirmation sheet and CARRIER shall acknowledge said rate by signing and returning it via fax. Each load transported by carrier shall have its own separate rate confirmation sheet. LOGISTIK SERVICES acknowledges it will pay CARRIER for its transportation services promptly within 14 days after receipt of proper paperwork, including the required Insurance Certificates. Which consists of CARRIERS invoice, clear and clean delivery receipts, and/or bills of lading, with original signatures, for the commodities transported and LOGISTIK SERVICES load number, given to CARRIER upon completion of delivery.

CARRIER acknowledges that LOGISTIK SERVICES is authorized to invoice shipper, receiver, consignor, or consignee for all freight charges. Payment of transportation services by LOGISTIK SERVICES shall relieve shipper, receiver, consignor, or consignee of any liability to the CARRIER.

CARRIERS INITIALS _____

LOGISTIK SERVICES, LLC

- 4. PROCEDURE FOR CLAIMS.
All claims for loss and damage of property, cargo, or commodities transported under this contract, and any salvage arising there from, shall be processed in accordance with the regulations of the Federal Highway Administration and or the US Department of Transportation.

- 5. LIMIT ON CARRIER SOLICITATION OF LOGISTIK SERVICES CUSTOMERS
CARRIER agrees that LOGISTIK SERVICES has made substantial investments in order to develop its accounts and CARRIER will not during the terms of this contract, and for a period of 60 days thereafter, either directly or indirectly, attempt to solicit, divert or perform any services for compensation for any account of LOGISTIK SERVICES which LOGISTIK SERVICES has solicited, secured and from which LOGISTIK SERVICES has previously tendered freight to CARRIER agrees that as liquidated damages LOGISTIK SERVICES will be entitled to receive a commission often percent of all gross freight revenue billed to and paid by any account of LOGISTIK SERVICES to CARRIER for a period of one year, such commission due and payable to LOGISTIK SERVICES within 30 days after CARRIER'S billing date.

- 6. EXCUSE FOR NON-ASSIGNMENT
Neither party to this contract will be liable to the other for the failure to tender or timely transport freight or commodities under this contract if such non-performance is caused by strikes, acts of God, accidents, compliance with legally constituted orders of civil or military authorities, or by circumstances and conditions beyond the control of either party.

- 7. TERM AND NON-ASSIGNMENT
It is expressly understood that there can be no assignment of this contract by either party to a third party without written consent of all parties. This agreement is to remain in full force and effect for one year from the date written above, and from year to year thereafter unless otherwise cancelled in writing with 30 days notice by certified mail. Any dispute as to the interpretation of meaning of any term or condition of this contract shall be resolved in accordance with laws of the State of Colorado. In the event any provision of this contract is viewed as illegal or in violation of public policy such will affect only that provision and the remainder of the contract shall remain in full force and effect.

CARRIER: _____

LOGISTIK SERVICES LLC

BY: _____

BY: Janice Jeffery

TITLE: _____

TITLE: Dispatch Manager

WITNESS: _____

WITNESS: *Abram Jewell*

DATE: _____

DATE: January 1, 2018