

Logistics Trio
2929 Hershey Rd
Erie Pa. 16506



877-452-1384
info@logisticstrio.com
www.logisticstrio.com

BROKER/CUSTOMER AGREEMENT

This Brokerage Agreement ("Agreement") is made and entered on _____ and between _____ ("customer") and Logistics Trio ("Broker") (collectively, the "parties")

I. RECITALS

A. Whereas Broker is licensed as a property broker by the Federal Motor Carrier Safety Administration ("FMCSA"), or by appropriate state agencies, and as a licensed broker, arranges for freight transportation; and

B. Whereas Customer seeks to utilize the services of Broker to facilitate the transportation of goods on behalf of customer; and

NOW THEREFORE intending to be legally bound, Broker and Customer agree as follows:

II. AGREEMENT

1. TERM. The term of this agreement shall be for one (1) year and shall automatically be renewed for successive one (1) year periods; Provided, however, that this agreement may be terminated without cause at any time by giving thirty (30) days prior written notice to the other party. This agreement does not grant Broker an exclusive right to provide transportation related services to customer or its customers.

2. BROKERS COMPLIANCE WITH THE LAW. Broker represents and warrants that it is Duly and legally qualified to operate as property broker and to provide the transportation services contemplated herein. Broker agrees to comply with all federal, state and local laws regarding the provision of such brokerage services. The parties understand and agree that Broker functions as an independent entity, and not as a carrier, in selling, negotiating, providing and arranging for transportation for compensation, and that the actual transportation of shipments tendered to Broker shall be performed by third-party motor carriers ("servicing motor carriers")

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3. PAYMENTS AND CHARGES. Customer shall tender certain shipments, from time to time, to Broker. Broker will charge and customer and customer will pay in accordance with the rates, charges, and payment terms set forth in the customer's tender, if accepted by broker or the broker's signed rate confirmation agreement if accepted by the customer for transportation services performed under this agreement. In cases where there is a conflict in the details of an accepted customer tender and an accepted broker rate confirmation, the broker rate confirmation agreement shall prevail. The rate confirmation agreement shall be in the form specified in appendix A. Broker represents and warrants that there are no other applicable rates or charges except those established in this agreement. In the event brokerage services are provided and it is subsequently discovered that there was no applicable or understood rate in place, the parties agree that the charges invoiced by the broker shall be the agreed upon contract rate of the parties for services provided, unless such payment is objected to by customer within thirty (30) days of the invoice date. Customer agrees to pay broker within thirty (30) days of the delivery date of the product or be subject to 10% penalties of amounts owed on invoice. Customer agrees that the day the broker receives the payment is the day of payment made. (Broker must receive the payment within the 30-day window for it not to be considered late) Customer shall also be liable for any expenses, including attorney fees that broker incurs while collecting its rates and Charges. Customer agrees to always pay within the agreed upon terms of the agreement or face 10% penalties after 30 days of payment due. Customer agrees to cover all banking fees associated with receiving payments made by customer to broker (wire fees etc.).

4. INDEMNIFICATION

A). Broker shall indemnify, defend and save customer, it's employees and agents harmless from and against any and all liability, claims, loss, costs, fines, penalties, expenses, (including attorney's fees), judgments or demands on account or damage of any kind whatsoever, including, but not limited to personal injury, property damage. Cargo damage, or any combination thereof, suffered, or claimed to have been suffered by any person or persons, arising out of broker's services provided in connection with this agreement to the extent such claim is caused by 1) the negligence or intentional misconduct of broker; 2) Broker's or its employees violation of applicable laws or regulations; or 3) Broker's or its employees or agents breach of this agreement.

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The foregoing notwithstanding, Broker shall have no liability to customer under its provision or otherwise owe any obligation to customer under this provision, to the extent such liabilities or obligations represent consequential or special damages, or are the result of or arise from the negligence or wrongful conduct of the customer

B). Customer shall indemnify, defend and save broker, it's employees and agents harmless from and against any and all liability, claims, loss, costs, fines, penalties, expenses, (including attorney's fees), judgments or demands on account or damage of any kind whatsoever, including, but not limited to personal injury, property damage. Cargo damage, or any combination thereof, suffered, or claimed to have been suffered by any person or persons, arising out of customer's performance under this agreement to the extent such claim is caused by 1) the negligence or intentional misconduct of customer ; 2) Customer's or its employees violation of applicable laws or regulations; or 3) Customer's or its employees or agents breach of this agreement except to the extent of such liability, claims or loss represent consequential or special damages, or are the result of or arise from the negligence or wrongful conduct of the broker

C). In the event that such claims, liabilities, losses, damages, fines, penalties, payments, costs, and expenses, (including without limitation, reasonable attorney fees) are caused by the joint and concurrent negligence or other fault of the parties or the parties and a third-party, the indemnity obligations for such claims, liabilities, losses, damages, fines, penalties, payments, costs, and expenses shall be borne by each party in proportion to its degree of negligence or other fault

D). Any indemnified party shall promptly tender the defense of any claim to the indemnifying party

E) In no event shall either party be responsible for any special or consequential damages under this agreement

5. INDEPENDENT CONTRACTOR. Broker represents and warrants that it is an independent contractor under this agreement and that its employees are under broker's exclusive management and control and that customer neither exercises nor retains any control over the broker, it's operations or employees in any manner whatsoever.

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6. CONTRACT CARRIERS. Broker shall make reasonable efforts to place customer's loads with reasonable Servicing Motor carriers authorized to perform the services required by customer for the purposes of transporting the loads with reasonable dispatch under direction of customer. In no event will broker tender any goods of the customer to a servicing motor carrier holding an "unsatisfactory" safety rating. Broker also agrees to utilize only servicing motor carriers that possess all insurance coverages required by applicable law. However, the parties understand and agree that the broker, by signing this, agreement, makes no express or implied warranties or guarantees concerning delivery time or the locating of a servicing motor carrier to provide the transportation services requested by customer. Moreover, customer acknowledges and agrees that such servicing motor carriers might limit customers recovery for claims for cargo loss, damage or delay

7. BROKER INSURANCE. Broker shall comply with all insurance and bonding requirements imposed upon it by law, including its obligation to main a surety bond to benefit the Customer.

8. CARGO LOSS, DAMAGE OR SHORTAGE. In the event of cargo loss, damage or shortage claim, customer agrees to notify broker immediately by phone and to subsequently submit to broker a written claim, fully supported by all relevant documentation, including, but not limited to the signed delivery, receipt, listing the Nature and cause of the claim for cargo damage within Five (5) business days following the date of delivery. No claims or allowances for shortages, damage or delay will be considered, unless clearly noted on the delivery receipt or bill of lading signed by the consignee at delivery. Broker shall have no liability for cargo loss, damage, or shortage, except to the extent of such claims are caused by brokers negligent, acts, or omissions. With respect to the standard for broker negligence with respect to servicing motor carriers' insurance, the failure for the servicing motor carrier to possess insurance required by law will be deemed a negligent act or omission on the part of Broker, however, where such omission was a result of fraud or misrepresentation on the part of carrier, broker shall not be deemed negligent. Customer can never hold any commissions or monies owed to broker from other completed work in the event of a cargo claim or loss of any kind.

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9. SHIPPING DOCUMENTS. Unless otherwise agreed in writing, all shipments tendered shall be accepted on a bill of lading which shall function as a receipt of the goods only; the terms and conditions of such bill of lading will not apply to Transportation provided pursuant to this agreement. Upon request of customer, broker shall instruct servicing motor carrier to obtain delivery receipt from the consignee, showing the products delivered, condition of the shipment and the date and time such delivery.

10. NOTIFICATION OF ACCIDENTS OR DELAYS. Broker agrees to notify customer, of any accident or other event of which Broker is apprised and which prevents the motor carrier from making a timely or safe delivery.

11. ASSIGNMENT/MODIFICATION OF AGREEMENT. This agreement may not be assigned or transferred in whole or in part. This agreement shall be binding upon and inure to the benefit of the parties hereto.

12. SEVERABILITY. In the event that the operation or any portion of this agreement results in the violation of any law, the parties agree that such portion shall be severable and the remaining provisions of this agreement shall continue in full force and effect

13. DISPUTE RESOLUTION. This agreement shall be deemed to have been drawn in accordance with the statutes and laws of the state of Pennsylvania and in the event of any disagreement or dispute, the laws of Pennsylvania shall apply and suit must be brought in Erie, Pennsylvania as each party specifically submits to the exclusive personal jurisdiction of such courts for disputes in involving this agreement.

14. COMPLETE AGREEMENT. This agreement constitutes the entire agreement of the parties with reference to the subject matters herein, may not be changed, waived, or modified except in writing signed by both parties.

In witness whereof the parties have caused this agreement to be executed as of the day and year first above written

Logistics Trio LLC

Signature

Signature

Date

Date

Company/ Customer name: _____

Signature

Date

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Dear Customer

Our insurance company is having us advise each customer of the following:

The industry standard for CARGO INSURANCE is \$100,000. This amount is what is required by law for truck drivers to carry. It is possible to obtain more coverage but it does cost the carrier company more money. Logistics Trio's contingent cargo insurance will not kick in if the amount of the cargo is worth more than the amount that the truck insurance has.

Logistics Trio currently has \$300,000 in coverage however, our insurance will only cover \$100,000 if the truck we hire only has \$100,000 in coverage.

Logistics Trio can never broker any load worth more than \$100,000 in cargo unless notified in writing by the customer/shipper/receiver that the load has a value of greater than \$100,000. Logistics Trio cannot be liable for any cargo over \$100,000 at any time unless notified in writing.

Moving forward if you have a load worth \$200,000, we are able to move that WITH notification ahead of time so that we can find a truck that has \$200,000 in coverage to protect that load.

Notifying us in writing about the value of a load worth more than \$100,000 can just be an email sent to mike@logisticstrio.com and info@logisticstrio.com per load. Please sign and return this so we can make sure that your cargo is always protected and insured for the proper amount.

Company signature (authorized officer)

Date