



**POYDRAS**  
LOGISTICS GROUP, LLC

## MOTOR CARRIER/BROKER AGREEMENT

THIS MOTOR CARRIER/BROKER AGREEMENT is effective this \_\_\_\_\_ day of 20\_\_\_. The parties to this Agreement are \_\_\_\_\_ ("Carrier") and Poydras Logistics Group, LLC, a Louisiana limited liability company ("Broker"). The purpose of this Agreement is to specify the terms and conditions under which Broker will engage Carrier to perform motor contract carriage and related services for Shippers (the "Services"), and under which Carrier will render those Services.

### TERMS AND CONDITIONS

1. **Broker's Obligations.** Broker agrees to tender commodity shipments to Carrier for transportation in interstate commerce by Carrier between points and places within the scope of Carrier's operating authority as directed by Broker.
2. **Carrier's Obligations.** Carrier shall use its best effort to provide adequate transportation services to meet the needs of Broker and to deliver each shipment promptly and efficiently. Carrier agrees to furnish suitable trucks, tractors, and semi-trailers and at its own expense to haul each shipment of commodities, including, but not limited to, all costs, expenses and liabilities incident to or arising out of maintenance, repair, or operation of the equipment, labor, fuel, supplies, insurance and/or accidents, and agrees at all times to save and hold Broker harmless from any and all such costs, expenses or liabilities.

Carrier may not use equipment other than its own without first notifying and obtaining written permission from Poydras Logistics Group, LLC.

Carrier may not leave the vehicle/cargo unattended from 6 p.m. to 6 a.m. and Carrier cannot leave the vehicle/cargo unattended for more than 1 hour from 6 a.m. to 6 p.m. once it is loaded.

In the event the Carrier is unable to supply transportation service within the time requested by the Broker, it shall so advise the Broker and may arrange to furnish said transportation at a later date or if the Broker so desires, may elect to avail itself of the services of another Carrier, legally qualified to serve said Broker or its customer. \_\_\_\_ Initial

Carrier agrees to transport all commodities pursuant to this Agreement in accordance with the rates, charges, rules, and regulations established by the Interstate Commerce

Commission and the United States Department of Transportation, and any other applicable federal or state agencies and all claims for loss or damage and any salvage arising there from shall be handled and processed in accordance with the regulations of the Interstate Commerce Commission as published in Code of Federal Regulations (49 C.F.R. 70). \_\_\_\_\_

**Initial**

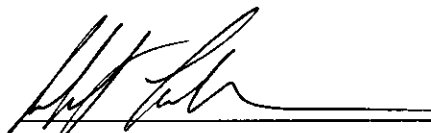
3. **Compensation.** Broker agrees to pay Carrier within thirty (30) days following Broker's receipt of a signed bill of lading clear of exceptions, showing proof of delivery of each shipment to its assigned destination. The amount to be paid by Broker to Carrier shall be established between Broker and Carrier on a per-shipment basis prior to the commencement of each shipment.
4. **Relationship of Parties.** The relationship of Carrier to Broker is that of an **independent contractor**. Under no circumstances shall Carrier, or employees or agents of Carrier, be deemed employees or agents of Broker or Shipper, nor shall Broker or Shipper be liable for any wages, fees, payroll taxes, assessments or other expenses relating to employees or agents of Carrier, and Carrier declares that the services performed in this agreement shall be offered by Carrier as an independent contractor status.
5. **Subcontracting.** Carrier shall not subcontract any Services to third parties without giving prior notice to Broker and obtaining Broker's consent. Any such subcontracting, with or without notice and consent, shall not affect Carrier's responsibilities or liabilities to Broker under this Agreement. As between Broker and Carrier, all costs of rendering the Services (including compensation of subcontractors as well as payment of all taxes or other governmental assessments imposed on Carrier) shall be borne solely and exclusively by Carrier.
6. **Insurance.** CARRIER shall furnish BROKER with Certificate(s) of Insurance, or insurance policies providing thirty (30) days advance written notice of cancellation or termination, and unless otherwise agreed, subject to the following limits: General liability \$1,000,000.00; motor vehicle (including hired and non owned vehicles) \$1,000,000.00, (\$5,000,000.00 if transporting hazardous materials including environmental damages due to release or discharge of hazardous substances); cargo damage/loss, \$100,000.00; workers' compensation with limits required by law. Except for the higher coverage limits which may be specified above, the insurance policies shall comply with minimum requirements of the Federal Motor Carrier Safety Administration and any other applicable regulatory state agency. Nothing in this Agreement shall be construed to avoid or limit CARRIER's liability due to any exclusion or deductible in any insurance policy.
7. **Indemnification.** Carrier agrees to defend, indemnify, and hold harmless Broker and its officers, members, managers, attorneys, insurers, successors, and assigns, from and against any and all claims, demands, suits, actions, loss, or damage, in any way arising from, related to, or resulting from the work performed by Carrier pursuant to this, including payment of

attorney's fees, damages, penalties, costs, and expenses incurred in connection with the assertion or defense of any such claim.

8. Term. This agreement shall become effective on Broker's receipt of verification that Carrier has obtained all of the necessary permits from the ICC to provide contract carrier services for Broker's account and shall continue in effect unless and until terminated by either party upon not less than thirty (30) days prior written notice to the other, delivered personally or mailed to such party at the address set forth below.
9. No Back Solicitation. Carrier shall not solicit traffic from any Shipper, consignor, consignee, or customer of Broker, including, but not limited to, in the following situations: (1) where the availability of such traffic first became known to carrier as a result of the Broker's effort, or (2) where the traffic of Shipper, consignor, consignee, or customer of the Broker was first tendered to the Carrier by the Broker.

If Carrier breaches this agreement and "back-solicits" Broker's customers, and obtains traffic from such customer or customers, then Carrier shall be obliged to pay Broker a commission equal to 25% of the gross transportation revenue received by Carrier from the movement of said traffic. Carrier's obligation to pay such obligation shall last for a period of 12 months following the month in which Carrier first moved traffic for said customer not brokered by Poydras Logistics Group, LLC. Carrier agrees that delivery of a copy of this agreement shall constitute a valid assignment of the percentage of Carrier's gross payments received from customer as stated above. This Agreement shall serve as a directive authorizing customer to pay said commission directly to Poydras Logistics Group, LLC.

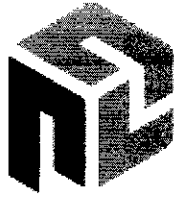
POYDRAS LOGISTICS GROUP, LLC



Robert Loyde, Owner

CARRIER:

\_\_\_\_\_  
Name: \_\_\_\_\_



**POYDRAS**  
LOGISTICS GROUP, LLC

### **Declaration of Independent Contractor Status**

The undersigned hereby declares and certifies that it understands and agrees that it is or will be self-employed, independent contractor, and not in any way an employee, for Poydras Logistics Group, LLC.

It is further understood and agreed that the undersigned at all times, and not Poydras Logistics Group, LLC shall be fully responsible, liable, and accountable to all governmental authorities for any and all license fees and taxes, including, but not limited to federal income tax, FICA (Social Security), and state and/or local income taxes, required of persons who are self-employed.

The undersigned further acknowledges that as an independent contractor, Poydras Logistics Group, LLC has no duty to provide worker's compensation and/or other benefits to which an employee, and not an independent contractor would be entitled under the laws of the State of Louisiana and the United States, and further, should the undersigned retain any other individual or individuals to perform the duties contracted to be performed, the undersigned will provide the required benefits to said individual or individuals as its employee

Further, the undersigned hereby agrees to indemnify and hold harmless Poydras Logistics Group, LLC as to any damages and claims directly or indirectly arising from services rendered by the undersigned under its performance of the duties contracted to be performed.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Carrier Name: \_\_\_\_\_

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