

Atlas Trucking Company, LLC

This agreement, entered into on _____ between Atlas Logistics Company, LLC brokerage division, a license property broker as per MC 370661 B and _____ a motor carrier as per MC # _____ hereinafter referred to as carrier.

Atlas Logistics is a license property broker in the business of securing freight from various shippers and negotiating with contract carriers for the transportation of such freight in intrastate or interstate commerce.

Carrier is a motor contract carrier operating in interstate and/or intrastate commerce in accordance with authorities issued by the appropriate regulatory bodies.

Now therefore, in consideration of mutual covenants and promises herein contained, the parties agree as follows:

- A. The terms of this agreement shall remain in effective until cancelled upon 30 days written notice of one party to the other.
- B. Carrier and Atlas Logistics Company, LLC agree this agreement is not exclusive and that both carrier and Atlas Logistics are free to contract with other parties offering the same or similar services.
- C. Carrier is an independent contractor and is in no way to be considered an agent or employee of Atlas Logistics Company in providing any services hereunder.
- D. Carrier shall be liable for all loss, damage or liability resulting from their transportation of any goods arranged for by Atlas Logistics.
- E. Carrier will have their insurance underwriters issue an original certificate of insurance to Atlas Logistics Company, LLC, naming Atlas Logistics Company, LLC as certificate holder. Carrier will have their insurance underwriters notify Atlas Logistics Company, LLC immediately of any changes in their insurance coverage.
- F. Atlas Logistics Company agrees to pay the carrier for services provided in accordance with the rate confirmation sheet, issued by Atlas Logistics and signed by the carrier as a supplement to this agreement prior to dispatch of the equipment. Carrier will not invoice the shipper, consignee or any third party as a result of Atlas Logistics Company's efforts.
- G. Carrier will refrain from any solicitation, by any and all of its employees or agents, of shippers and/or consignees introduced to it by Atlas Logistics, during the life of this agreement and for a period of one year following termination of this agreement, subject to a payment of fifteen (15) percent commission to Atlas Logistics on all revenue resulting from such back solicitation.

- H. In the event of disagreement or dispute resulting in legal action, the prevailing party shall be entitled to reimbursement of legal fees.
- I. Carrier agrees to communicate any delays in providing reasonable transportation services or performance that as been agreed to.
- J. Carrier agrees to notify Atlas Logistics Co., LLC of any exceptions noted by the consignee and time of delivery. I.E. Rusty, wet, no tarps, telescoped, visible damage of any kind, delay, etc.
- K. This agreement, together with rate confirmation sheets, constitutes the entire agreement between the parties. No additions can be made unless issued in writing and sign by both parties.

In witness thereof, the parties have indicated their approval by signature of their authorized representatives on the day and date noted.

ATLAS LOGISTICS COMPANY

 Authorizing Signature

Mailing address:
 20601 Trolley Industrial Drive
 Taylor, MI 48180

 Name of Logistics Company

 Address

 City, State, Zip Code

 Name Print

 Signature

 Phone Number