



CONTRACT CARRIER OPERATING AGREEMENT

THIS AGREEMENT is made and entered into on this ___ day of _____, 20___, by and between Friendly Transportation, LLC, its agents or assigns (“Friendly Transportation”) a Texas Limited Liability Company located in Houston, TX and _____ (“Carrier”) a Trucking Company located at _____.

Friendly Transportation, LLC is an agent authorized by its customers to negotiate and arrange for transportation of their shipments in interstate commerce. Carrier is authorized to operate in inter-provincial, interstate and/or interstate commerce and is qualified, competent, and available to provide transportation services.

Carrier shall transport interstate shipments arranged by Friendly Transportation, LLC pursuant to carrier load confirmation sheet(s) included herewith or subsequently incorporated by reference. Upon accepting tendered load from Friendly Transportation, Carrier will not broker, interline, co-broker, assign or trip lease loads with another party. Failure to comply will result in non-payment of freight charges. Carrier agrees not to back solicit any customer of Friendly Transportation, either directly or indirectly. As liquidated damages, Carrier agrees to pay back a 15% commission on all traffic handled for customers first introduced to Carrier by Friendly Transportation, LLC for a period of 24 months following cancellation of this Agreement.

- A. **RELATIONSHIP.** The parties hereby agree and acknowledge that the relationship of the Carrier with Manager hereunder is that of an Independent Contractor and any and all services performed or provided by Carrier hereunder shall be performed or provided by it in such capacity. The Carrier shall in no way and for no purpose hereunder be considered an agent, servant, employee, partner or co-venture of Manager or be deemed to hold any relationship with Manager other than that of an Independent Contractor.
- B. **CARRIER'S OPERATIONS AND EQUIPMENT.** Carrier shall, at its sole cost and expense; (a) furnish all equipment necessary or required for the performance of its transportation obligations; (b) pay all expenses associated with the use and operation of the equipment; (c) maintain the equipment in good repair, mechanical condition and appearance; and (d) utilize only competent, able and legally licensed personnel. Carrier shall have full control of such personnel. Carrier shall be responsible for and shall pay all costs and expenses incident to the ownership/rental and operation of any vehicle used by it in the performance of its services hereunder, including, but not limited to, rental fees, registrations, license fees, inspection fees, insurance, tolls, maintenance and repair expenses, personal property or sales taxes, fuel, oil, and tire expenses. Carrier shall also be responsible for the payment of any tolls or fines incurred by it in connection with the performance of such transportation services under this Agreement.
- C. **INSURANCE.** Carrier warrants to Friendly Transportation, LLC (and its shipper's principals) that it meets the following criteria: **Comprehensive General Liability Insurance**, with a minimum combined single limit of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence. **Commercial Automobile Liability Insurance**, with a combined single limit of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence with respect to all vehicles owned, non-owned, hired or assigned to transport shipments coordinated by Friendly Transportation. **All Risk Form Motor Cargo Liability Insurance.** CARRIER shall procure and maintain, at its sole cost and expense, All Risk Broad Form Motor Truck Cargo Liability Insurance in an amount not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000) each occurrence. Carrier shall maintain satisfactory DOT safety ratings and is otherwise authorized to provide the proposed services, and shall be in compliance with all applicable laws.
- D. **COMPENSATION.** Carrier agrees to pay Friendly Transportation, LLC a 10% commission on all freight coordinated on behalf of Carrier.
- E. **TAXES.** The relationship of Manager and Carrier hereunder being that of an Independent Contractor, it is fully and completely understood by Manager and Carrier that neither federal, state, nor local income taxes nor payroll taxes of any kind, including but not limited to FICA or FUTA, will be withheld or paid by Manager on behalf of said Carrier. Carrier agrees to pay all self-employment and other applicable taxes, including sales taxes, income taxes and estimates thereof, and all workers compensation insurance payments as may be required under the laws, rules or regulations of any governmental agency having jurisdiction over the Carrier or his relationship with Manager.

Carrier hereby indemnifies and agrees to hold harmless Manager against any claim, cost, penalty, loss or expense, including, but not limited to attorney's fees as may be related to Carrier's nonpayment or underpayment of any such taxes or payments as well as penalties and interest thereon.

- F. **INDEMNITY.** Carrier shall defend, indemnify, and hold Manager harmless from and against all loss, liability, damage, and claim, fine, cost, or expense, including reasonable attorney's fees, arising out of or in any way related to the performance or breach of this Agreement by Carrier, its employees or independent contractors. Collectively, the ("Claims"), including, but not limited to, claims for or related to personal injury (including death), property damage and Carrier's possession, use, maintenance, custody or operation of the equipment; provided. However, that Carrier's indemnification and hold harmless obligations under this paragraph will not apply to any portion of such claim attributable to the tortious conduct of Manager.
- G. **SEVERABILITY.** In the event that the operation of any portion of this Agreement results in a violation of any law, the parties agree that such portion shall be severed and that the remaining provisions of this Agreement shall continue in full force and effect.
- H. **DISPUTE RESOLUTION.** This Agreement shall be deemed to have been drawn in accordance with the statutes and laws of The State of Texas and in the event of any disagreement or dispute, the laws of this state shall apply and suit arising hereunder must be brought in Texas.
- I. **GOVERNING LAW.** The laws of The State of Texas, without regard to the conflicts of laws principles thereof, shall govern this Agreement, including its construction and interpretation, the rights and remedies of the parties hereunder, and all claims, controversies or disputes (whether arising in contract or tort) between the parties.
- J. **ENTIRE AGREEMENT.** This Agreement and Addendum hereto constitutes the entire agreement of the parties relating to the subject matter hereof and supersedes any and all oral or written agreements or negotiations relating to any such subject matter. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by either party or anyone acting on behalf of any party hereto which are not embodied herein. This Agreement supersedes any prior agreement between Manager, its predecessors, successor or affiliates and Carrier relating to the subject matter hereof. Any modification of or amendment to this Agreement will be effective only if it is in writing signed by the party to be charged.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed in their respective names by their duly authorized representatives as of the date first above written.

Friendly Transportation, LLC

Carrier Name

Tamatha Maroney
Managing Member

Name of Authorized Signer
Title