

CONTRACT FOR TRUCK TRANSPORTATION

This Contract ("Agreement") is made between the following, who individually are referred to as "Broker", "Carrier", a "Party" and collectively as the "Parties":

Broker
Gumro & Associates, Inc.
69 Squirrel Court
Auburn Hills, MI 48326
Tel: (248) 652-6200 Fax: (248) 652-8890
FMCSA # MC 323368

Carrier
Name: _____
Address: _____

Tel: (____) _____ Fax: (____) _____
FMCSA # MC _____
USDOT # _____

R E C I T A L S:

A. Carrier is a motor carrier of property duly authorized by the FMCSA under Permit No. as identified above to provide compensated contract transportation of property for shippers (Consignors) and receivers (Consignees) of General Commodities, and holds itself out to the public as such, and is fully equipped to render prompt and uninterrupted service to Broker;

B. Broker is a licensed Property Broker, operates a logistics company and regularly has the opportunity to control the routing of shipments under contractual arrangements with various consignors and consignees (Customers), including working control over the selection of carriers, negotiation of rates, payment of freight charges for the transportation, and Broker requires the services of a contract motor carrier.

THE PARTIES AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

1. Transportation Service.

A. Broker agrees to tender to Carrier for transportation under this Agreement not less than three (3) shipments in each annual period, during the term of this Agreement. Carrier agrees to accept, transport and deliver each shipment promptly and efficiently. If, during any annual period, Broker fails to tender the minimum number of shipments required under this paragraph, Broker shall pay to Carrier as liquidated damages the sum of Fifty (\$50.00) Dollars for each shipment under the minimum tender required. If this Agreement is terminated or canceled before the end of any annual period, the minimum number of shipments specified in this paragraph shall be proportionately reduced. Any shipments under this Contract tendered by Broker and not accepted by Carrier shall be applied to the minimum tender requirement under this Agreement.

B. The parties acknowledge that the services provided by Carrier for Broker have been designed to meet the special and distinct needs of the Broker as a property broker as well as the needs of Broker's customers, in the conduct of Broker's business. In the event a Customer has established specific written procedures or requirements that affect Carrier ("Ground Rules"), Broker shall provide a copy of the Ground Rules to Carrier, together with any supplements or

amendments that may be issued from time to time, and such Ground Rules shall be incorporated into this Agreement by reference and complied with by Carrier, including but not limited to liability for any transportation and/or manufacturing premiums that may be contained in such Ground Rules. In the event of any conflict or inconsistency between the Ground Rules and the terms of this Agreement, the Ground Rules will govern and control. The Ground Rules in effect on the date of this Agreement, if any, are attached as Exhibit "C" to this Agreement. Further, in the event a Customer has established additional contractual requirements that the Customer requires Broker and Carrier to add to and incorporate into this Agreement, those additional terms and conditions will be attached as Exhibit "D" to this Agreement.

C. Broker and Carrier understand that this Agreement does not bind the respective parties to mutually exclusive services to each other, and that Broker may enter into similar agreements with other carriers, and Carrier may enter into similar contract carriage agreements with other brokers and/or shippers.

2. Regulatory Approvals.

A. Broker represents and warrants that it is authorized to transport freight as a broker pursuant to a license issued by the FMCSA, USDOT, any applicable state governing agencies, or their successors, and that the broker license is lawfully issued and effective as of the date of this Agreement. A copy of Broker's license is attached as Exhibit "A".

B. Carrier represents and warrants that it is authorized to transport freight as a motor contract carrier pursuant to a permit issued by the FMCSA, USDOT, any applicable state governing agencies, or their successors. Carrier represents and warrants that the permit is lawfully issued and effective as of the date of this Agreement. A copy of Carrier's permit is attached as Exhibit "B".

C. Carrier warrants that:

(1) Its vehicles, drivers and helpers are and will remain qualified and in compliance with the rules and regulations of the USDOT and other Federal and state agencies;

(2) It agrees to reimburse and hold Broker harmless for any penalties, fines or assessments levied against Broker resulting from breaches of such warranties.

3. Insurance. Carrier will maintain at all times general liability, automotive, public liability, property damage, cargo loss/damage and fidelity insurance with reputable insurance companies properly insuring Carrier against liability and claims (a) for injuries to persons (including injuries resulting in death), environmental restoration and property damage in a combined single limit of not less than Two Million Dollars (\$2,000,000.00) per occurrence; (b) for loss or damage to freight while in the custody, possession or control of Carrier in an amount not less than the cost to Broker's customer, ("Customer"), with respect to freight on any one vehicle and all taxes, fees, freight, consolidation and other charges of any kind or nature which Broker or Customer may or may not be required to pay. Carrier will also maintain additional insurance in such amounts, and with such terms of coverage, as it is required by the laws applicable to transportation in each and every jurisdiction where transportation

takes place under this Agreement. Carrier will also maintain at all times workers' compensation coverage in the manner and in the amounts as required by law. Carrier shall cause its insurance carrier to furnish Broker and Customer with a certificate attesting to the personal injury, property damage, workers' compensation, and cargo insurance in force, which certificate shall include a provision that the insurance carrier shall notify Broker and Customer at least thirty (30) days in advance of any reduction or cancellation of such insurance. Carrier shall also cause its insurance carrier to furnish notice to Broker and Customer and/or its designees at least thirty (30) days in advance of any reduction or cancellation of such insurance.

4. Cargo Loss.

A. Carrier assumes the liability of an insurer for the prompt and safe transportation of the property entrusted to its care and shall be responsible to Broker and Broker's customer for all loss or damage of whatsoever kind and nature and however caused to any and all property entrusted to Carrier under this contract, while the property transported remains in the care, custody or control of Carrier, of any other person to whom Carrier may have entrusted the property between the time the property is tendered to Carrier and before the property is delivered by Carrier as required under this Agreement.

B. Carrier shall be liable for the loss of, damage to, or the shortage of any shipment transported under this Agreement, or for the delay in the delivery of any shipment transported under this Agreement, if such loss, damage, shortage or delay results from Carrier's negligence, or from collision, or overturning of the motor vehicle transporting such a shipment under this Agreement.

C. **LOSS & DAMAGE CLAIMS:**

i. Carrier shall comply with 49 C.F.R. 370.1 et seq. and any amendments and/or any other applicable regulations adopted by the Federal Motor Carrier Safety Administration, U.S. Department of Transportation, or any applicable state regulatory agency, for processing all loss and damage claims and salvage and

ii. Carrier's liability for any cargo damage, loss, or theft from any cause shall be determined under the Carmack Amendment, 49 U.S.C. 14706; and

iii. Special Damages: Carrier's indemnification liability for freight loss and damage claims shall include legal fees which shall constitute special damages, the risk of which is expressly assumed by Carrier, and which shall not be limited by any liability of Carrier under sub par (ii) above.

iv. Except as provided in this Agreement, neither Party shall be liable to the other for consequential damages without prior written notification of the risk of loss and its approximate financial amount, and agreement to assume such responsibility in writing.

v. Notwithstanding the terms of 49 CFR 370.9, Carrier shall pay, decline or make settlement offer in writing on all cargo loss or damage claims within 45 days of receipt of the claim. Failure of Carrier to pay, decline or offer settlement within this 45 day period shall be deemed admission by Carrier of full liability for the amount claimed and a material breach of this Agreement.

5. Carrier Representations and Responsibilities.

A. Carrier is a Registered Motor Carrier of Property authorized to provide transportation of property under contracts with shippers and receivers and/or brokers of general commodities;

B. Carrier shall transport the property, under its own operating authority and subject to the terms of this Agreement;

C. Carrier makes the representations herein for the purpose of inducing Broker to enter into this Agreement;

D. Carrier agrees that a Shipper's insertion of Broker's name as the carrier on a bill of lading shall be for the Shipper's convenience only and shall not change Broker's status as a property broker or Carrier's status as a motor carrier.

E. Carrier will not re-broker, assign or interline the shipments hereunder, without prior written consent of Broker. If Carrier breaches this provision, Broker shall have the right of paying the monies it owes Carrier directly to the delivering carrier, in lieu of payment to Carrier. Upon Broker's payment to delivering carrier, Carrier shall not be released from any liability to Broker under this Agreement. In addition to the indemnity obligation in this Agreement, Carrier will be liable for consequential damages for violation of this Paragraph.

F. Carrier is in, and shall maintain compliance during the term of this Agreement, with all applicable federal, state and local laws relating to the provision of its services including, but not limited to: transportation of Hazardous Materials, (including the licensing and training of drivers), as defined in 49 C.F.R. 172.800, 173, and 397 et seq. to the extent that any shipments hereunder constitute Hazardous Materials; security regulations; owner/operator lease regulations; loading and securement of freight regulations; implementation and maintenance of driver safety regulations including, but not limited to, hiring, controlled substances, and hours of service regulations; sanitation, temperature, and contamination requirements for transporting food, perishable, and other products, qualification and licensing and training of drivers; implementation and maintenance of equipment safety regulations; maintenance and control of the means and method of transportation including, but not limited to, performance of Carrier's obligations under state and federal law.

G. Carrier will notify Broker immediately if its federal Operating Authority is revoked, suspended or rendered inactive for any reason; and/or if it is sold, or if there is a change in control of ownership, and/or any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason.

I. Carrier does not have an "Unsatisfactory" safety rating issued by the Federal Motor Carrier Safety Administration (FMCSA), U.S. Department of Transportation, and will notify Broker in writing immediately if its safety rating is changed to "Unsatisfactory" or "Conditional".

J. Carrier authorizes Broker to invoice Carrier's freight charges to shipper, consignee, or third parties responsible for payment.

K. Carrier shall perform the transportation contemplated by this Agreement as an independent contractor, and neither its employees nor its agents shall be deemed to be those of the Broker. Carrier shall be responsible for the procuring and operating the vehicles and the employment, hiring, training, supervising and controlling its drivers and helpers. Carrier shall be responsible for the safe and lawful operation of the vehicles used in the performance of the transportation contemplated by this Agreement and shall hold Broker harmless for any penalties, fines, assessments, claims or judgments resulting from the operation of the vehicles.

L. Carrier shall not enter into a "Trip Lease" or "Substituted Service" arrangement for any portion of the service under this Agreement, without the prior written consent of Broker. Broker may immediately terminate this Agreement in the event such Trip Leased or Substituted service is provided without Broker's prior consent and Broker is not responsible to pay for such unauthorized "Trip Lease" or "Substituted Service".

M. In the event that Carrier employs or uses any subcontractor or other person to perform any or all of the services required of Carrier under this Agreement, whether or not such subcontractor is or is designated as an owner-operator, a connecting carrier, an agent, an independent contractor, or otherwise, Carrier shall be and remain liable to Broker pursuant to the terms, conditions and provisions of this Agreement, whether such loss, damage, or delay occurred while such shipment was in the possession of Carrier or such subcontractor, or other person or party. Further, nothing in his paragraph or section shall be construed to limit, remove or compromise any right or remedy which Broker may have, in law or in equity, against any such subcontractor or other person.

N. Carrier agrees to provide the necessary equipment and qualified personnel for completion of the transportation services required for Broker and/or its customers. Carrier will not supply equipment that has been used to transport hazardous wastes, solid or liquid, regardless of whether they meet the definition in 40 C.F.R. 261.1 et. seq. Carrier agrees that all shipments will be transported and delivered with reasonable dispatch, or as otherwise agreed in writing.

6. Expenses. Carrier shall bear the costs and expenses of furnishing all fuel, oil, tires, and any other parts, supplies and equipment, necessary or required for the safe operation and maintenance of the equipment. Carrier shall bear all expenses, including the expense of road service and repair in connection with the use and operation of the equipment and shall bear the cost and expense of maintaining the equipment in good repair and mechanical condition.

7. Documents.

A. Each incident of property transportation under this Agreement shall be evidenced by a written receipt, receipts, or combination of documents, in a form agreed to by the parties, signed by Carrier, the Broker and consignee, showing the kind and quantity of commodity both received by and delivered by the Carrier at the loading and unloading points, respectively. Such receipt(s) shall be evidence of receipt of such commodities by Carrier in apparent good order and condition unless such commodities are not readily observable (contents and condition of contents of packaging unknown), or as may be otherwise noted on the face of such receipt. To the extent any term or condition of such receipt conflicts in any way with any term or condition of this Agreement, this Agreement shall take precedence and control resolution of disputes. Carrier's duties and responsibilities under this Agreement and for the shipment evidenced by such receipt shall commence at, but not before, execution of the receipt by Carrier.

B. In the event an alternate document as referenced in paragraph A above has not been agreed upon, Carrier shall issue a bill of lading in compliance with 49 U.S.C. 80101 et seq., 49 C.F.R. 373.101 (and any

amendments thereto), for the property it receives for transportation under this Agreement. Unless otherwise agreed in writing, Carrier shall become fully responsible/liable for the freight when it takes/receives possession thereof, and the trailer(s) is loaded, regardless of whether a bill of lading has been issued, and/or signed, and/or delivered to Carrier, and which responsibility/liability shall continue until delivery of the shipment to the consignee and the consignee signs the bill of lading or delivery receipt. Any terms of the bill of lading (including but not limited to payment terms) inconsistent with the terms of this Agreement shall be controlled by the terms of this Agreement. Failure to issue a bill of lading, or sign a bill of lading acknowledging receipt of the cargo, by Carrier, shall not affect the liability of Carrier.

8. Rates and Charges.

A. Broker agrees to pay the rates stated in Addendum "A" to this contract and only those rates for transportation services provided by Carrier. In consideration for payment of these rates, Carrier agrees to transport the commodities of Broker as may be tendered by Broker to Carrier. The rates and charges as stated in Addendum "A" and sub-numbered schedules, shall remain in effect for one (1) year's time from the date of the Schedule, unless Carrier and Broker agree in writing to their modification. Any adjustments in the dates and charges agreed to by the parties by means of any schedule, similarly shall remain in effect for one (1) year's time. By mutual consent Addendum "A" may be modified, if the modification is in writing and signed by both parties. Further, Addendum "A" may be added to by supplemental Addendums "A-1", "A-2", and so forth in order to provide for additional or different rates and services, as long as those additional Addendums are in writing and signed by both parties.

B. Carrier shall assess and it shall be the obligation of Broker to pay, only those rates and charges for the truck transportation services contemplated by this Agreement, as stated in Addendum "A" or the applicable sub-numbered Addendum. Carrier shall submit its invoice in accordance with Broker's instructions within Thirty (30) days of the date of the shipment and Broker shall pay Carrier within Thirty (30) days of its receipt of the invoice. Receipt of the invoice by Broker shall be deemed to have occurred on the third working day after the mailing of the invoice by Carrier. In the event the delivery receipt or Bill of Lading is not clear, Broker has the right to withhold payment of any freight charges payable, in whole or in part, until any claim with respect to any shipment is finally resolved in accordance with the provisions of this Agreement.

C. In the event any Customer of Broker served by Carrier under this contract becomes bankrupt, insolvent, uncollectable or, Broker determines in Broker's sole discretion that Broker does not have adequate assurance that Broker will receive payment in full from Customer, Broker may give Carrier written notice of non-collection and from that point in time forward, Carrier and Broker will bear responsibility for any sum's not paid the Customer. After giving such notice under this provision, Broker's responsibility to pay Carrier for service provided to the Customer named is contingent upon Broker's receipt of payment from Customer, which Broker shall pay to Carrier in such amount as is determined appropriate under the terms of this Contract. Carrier shall not be required to reimburse Broker for any amount paid to Carrier by Broker prior to the

time notice is given under this paragraph.

D. Broker shall specify whether the terms for any shipment under this contract shall be "prepaid" to be paid by the consignor, or marked "collect" to be paid by the consignee.

E. Broker may specify whether the collection of charges from any consignee shall be without recourse to the Broker as the consignor, in accordance with those provisions of Section 7 of the Uniform Bill of Lading as in effect on the date of this Agreement.

F. Broker agrees to conduct all billing services to shippers. Carrier shall invoice Broker for its (Carrier's) charges, as mutually agreed in writing (Addendum A or additional Addendums identified as A-1, A-2 and so forth), by fax, or by electronic means. Additional rates for truckload or LTL shipments, or modifications or amendments of the above rates, or additional rates, may be established to meet changing market conditions, shipper requirements, Broker requirements, and/or specific shipping schedules as mutually agreed upon, and shall be confirmed in writing (or by fax) by both Parties. Any such additional, modified, or amended rates, changes in rates shall automatically be incorporated herein by reference.

G. Broker will notify Carrier immediately if its federal Operating Authority is revoked, suspended or rendered inactive for any reason; and/or if it is sold, or if there is a change in control of ownership, and/or any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason.

H. Carrier automatically assigns to Broker all its rights to collect freight charges from any shipper, customer, or any responsible third party.

9. Detention and Other Ancillary Charges. Any applicable detention and/or ancillary charges shall only be charged as stated in the applicable Addendum "A".

10. All Shipments Under Contract. Whether or not Carrier is authorized to operate, or does operate as a common motor carrier, each and every shipment tendered by Broker to Carrier on or after the date of this Agreement shall be deemed to be a tender to Carrier as a motor contract carrier and shall be subject only to the terms of this Agreement and the provisions of law applicable to motor contract carriers.

11. Overcharges and Undercharges.

A. Any action at law by Carrier to recover undercharges pursuant to services provided under this Agreement, or by Broker to recover overcharges claimed against Carrier for services rendered under this Agreement, shall be commenced not more than two (2) years after Carrier's receipt of the shipment with respect to which such undercharge or overcharge is claimed to be due.

B. The provisions of this section shall survive the cancellation, termination or expiration of this Agreement.

12. Assignment. This Agreement may not be assigned, in whole or in part, by either party, without the written consent of the other party.

13. Confidentiality.

A. In addition to Confidential Information protected by law, statutory or otherwise, the Parties agree that all of their financial information and that of their customers, including but not limited to freight and brokerage rates, amounts received for brokerage services, amounts of freight charges collected, freight volume requirements, as well as personal customer information, customer shipping or other logistics requirements shared or learned between the Parties and their customers, shall be treated as Confidential, and shall not be disclosed or used for any reason without prior written consent.

B. Broker shall have the right to disclose any such terms, conditions or information to its vendors, vendees or the consignees of the individual shipments moving between Broker and the applicable vendor, vendee or consignee.

C. The provisions of this section shall survive the cancellation, termination or expiration of this Agreement.

D. In the event of violation of this Confidentiality paragraph, the Parties and agree that the remedy at law, including monetary damages, may be inadequate and that the Parties shall be entitled, in addition to any other remedy they may have, to an injunction restraining the violating Party from further violation of this Agreement in which case the prevailing Party shall be liable for all costs and expenses incurred, including but not limited to reasonable attorney's fees.

14. Indemnification. Carrier agrees to indemnify, save harmless and defend Broker from and against any and all claims for loss, damage or injury and from and against any suits, actions and legal proceedings brought against Broker for or on account of any loss or damage to the tangible property of third parties, or for or on account of any injuries received or sustained by any person, including but not limited to, employees of Carrier, and employees and agents of Broker caused by, or growing out of, any intentional or negligent act or omission of Carrier or its employees in performing the services provided for under this Agreement. This indemnification is inapplicable and of no force or effect if the damage or injury to any person is caused solely by the intentional or negligent act or omission of Broker's employees, agents, or third parties with whom Carrier comes into contact.

15. Force Majeure. Except as otherwise provided, the obligation of Carrier to furnish and of Broker to use the transportation services provided for in this Agreement shall be suspended temporarily during any period(s) in which either of the parties is unable to comply with the requirements of this Agreement by reason of the acts of God or the public enemy, fire, flood, labor disorder, civil commotion, closing of the public highway(s), government interference or regulations, or other contingencies similar to the foregoing beyond the reasonable control of the affected party. The party experiencing an event of Force Majeure shall notify other parties of the event as soon as possible, take reasonable action to eliminate the cause for the Force Majeure and resume normal operations as soon as possible.

16. Term and Termination Provision. The term of this Agreement shall be for an initial period of one (1) year. Following termination of such initial period, this Agreement shall continue in force from year to year until termination by either party with

or without cause upon not less than thirty (30) days prior written notice in accordance with Section 18, "Notices". This provision shall apply from the effective date of this Agreement.

17. Default. If in the opinion of either party the financial responsibility of the other party is impaired, or if either party should persistently or repeatedly refuse or fail to perform any duty, obligation or responsibility required by the terms of this Agreement, or persistently disregard laws or regulations applicable to performance under the terms of this Agreement, either party may terminate this Agreement without prejudice to any other right or remedy, after giving the other party at least thirty (30) days' prior written notice of such termination.

18. Notices.

A. Any and all notices required or permitted to be given under this Agreement shall be in writing and shall be delivered to the party entitled to receive the same by hand or by U. S. Certified Mail, return receipt requested, addressed as indicated in the heading to this Agreement, or to such other addresses as a party shall from time to time advise the other party. Any notice given under this Agreement shall be effective, if sent by mail, on the date of placing the same in the United States Mail, and if by personal delivery, the date of such delivery.

B. Alternatively, any such notice may be given by facsimile to the facsimile telephone number of the other party as disclosed and indicated in the heading to this Agreement. Any notice given by facsimile shall be effective on the date it is sent provided the receiving party gives evidence of receipt or the sending party obtains evidence of receipt by machine confirmation.

19. No Back Solicitation Agreement. Unless otherwise agreed in writing, Carrier shall not solicit freight shipments for a period of twelve month(s) following termination of this agreement for any reason, from any shipper, consignor, consignee, or other customer of Broker, when such shipments of shipper customers were first tendered to Carrier by Broker. In the event of breach of this provision, Broker shall be entitled, for a period of twenty four months following delivery of the last shipment transported by Carrier under this Agreement, to a commission of twenty-five percent (25%) of the gross transportation revenue (as evidenced by freight bills) received by Carrier for the transportation of said freight as liquidated damages. Additionally, Broker may seek injunctive relief and in the event it is successful, Carrier shall be liable for all costs and expenses incurred by Broker, including, but not limited to, reasonable attorney's fees. Carrier further agrees that Broker may publicly report this breach of the Agreement, if it occurs, to any trade association or publication, and that the facts of the breach may be published.

20. Miscellaneous.

A. This Agreement contains the entire understanding between the parties with respect to the subject matter treated herein. In the event the Parties have Previously entered into a "Confidentiality And Non-Disclosure Agreement" (referred to as an "NDA") prior to signing this Agreement, the terms of the NDA shall be incorporated into the terms of this Agreement.

B. This Agreement supersedes and cancels all prior letters of intent, agreements, understandings, offers and assurances, oral or written, of any party, and shall be the sole agreement with respect to the matters involved, except as may be agreed to in writing by subsequent amendments.

C. This Agreement is being delivered in the State of Michigan and subject to the provisions of the Interstate Commerce Act and the Rules and Regulations of the FMCSA, USDOT, or their successors, which may govern by subject matter and jurisdictional supremacy, shall be construed and enforced in accordance with the laws of Michigan.

D. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their personal representatives, heirs, successors and assigns.

E. No modification of this Agreement shall be valid unless in writing and executed by all the parties. No breach of any provision of this Agreement shall be deemed waived unless specifically waived in writing by the non-breaching party. The waiver of any breach of any term or condition hereof shall not be deemed a waiver of any other or subsequent breach, whether of like or of different nature.

F. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. The parties agree that signatures on this Agreement, as well as any other documents to be executed under this agreement, may be delivered by facsimile in lieu of an original signature, and the parties agree to treat facsimile signatures as original signatures and agree to be bound by this provision.

G. Broker and Carrier will discuss any perceived deficiency in performance by either of them, and will promptly attempt to resolve all disputes in good faith.

H. In the event that the FMCSA, or any other federal agency or department, or any state government, agency or department, shall by regulation, order, or statute, directly or indirectly, require or prescribe the establishment of any rules or provisions inconsistent with the terms of this Agreement, Carrier shall promptly notify Broker and Broker may, without prejudice to any other right or remedy, terminate this Agreement after giving at least five (5) days' prior written notice of such termination.

I. In the event of a dispute arising out of this Agreement, including but not limited to Federal or State statutory claims, the Party's sole recourse (except as provided below) shall be to arbitration. Proceedings shall be conducted under the rules of the American Arbitration Association (AAA). Arbitration proceedings shall be started within eighteen (18) months from the date of delivery or scheduled date of delivery of the freight, whichever is later. Upon agreement of the Parties, arbitration proceedings may be conducted outside of the administrative control of the AAA. The decision of the arbitrator(s) shall be binding and final and the award of the arbitrator may be entered as judgment in any court of competent jurisdiction. The prevailing party shall be entitled to recovery of costs, expenses and reasonable attorney fees as well as those incurred in any action for injunctive relief, or in the event further legal action is taken to enforce the award of arbitrators. Arbitration proceedings shall be

conducted at the office of the AAA in Oakland County, Michigan, unless the Parties agree in writing on an alternate location. Enforcement of the arbitration award shall take place in the Oakland County Circuit Court in Pontiac, Michigan. By execution of this agreement, the parties consent to venue in the Circuit Court for Oakland County, Michigan, for any action brought to enforce the terms of this agreement or to collect any monies due under it.

J. Each party and its respective legal counsel have reviewed and revised this Agreement and have had equal opportunity for input into this Agreement. Neither Party nor their respective legal counsel shall be construed to be the drafter or primary drafter of this Agreement. In the event of any dispute regarding the construction of this Agreement or any of its provisions, ambiguities or questions of interpretation shall not be construed more in favor of one Party than the other; rather, questions of interpretation shall be construed equally as to each Party.

K. Carrier and Broker agree that all delivery time criteria established by any Customer must be met by Carrier as a condition of compliance under this Contract.

L. The Recitals to this Agreement are incorporated into and made a part of this Agreement.

The parties have signed this Agreement on the dates indicated below their signatures. If the dates of the two signatures differ, the effective date shall be the date of the later signature.

Broker:
Gumro & Associates, Inc.

Carrier:

By: _____

By: _____

Name: _____

Title: _____

Dated: _____, 2018

Dated: _____, 2018

Addendum "A"

This Schedule to the Contract Carrier Agreement ("Agreement") and made a part of said Agreement, manifests the parties' understanding that the transportation services as described shall be performed by Carrier at the following rates and charges:

Fuel Surcharges A fuel surcharge will be charged when applicable, utilizing the Transport Topics published national index.

No adjustment in the rates and charges shall be made for one (1) year from the date hereof, unless agreed to in writing by both Carrier and Broker.

Dated this ____ day of _____, 2018.

Broker:
Gumro & Associates, Inc.

Carrier:

()

By: _____

By: _____
Name: _____
Title: _____

Exhibit "A"
Operating Authority

INSERT A COPY OF BROKER LICENSE

MC-

HERE

Exhibit "B"
Operating Authority

INSERT A COPY OF THE CARRIER'S OPERATING AUTHORITY

MC- XXXXXX

HERE

Exhibit "C"
Ground Rules

To Be Provided By Customer