

THIS AGREEMENT is made this _____ day of _____ 20_____, by and between MG&B SERVICES, INC. a LOUISIANA corporation, hereinafter referred to as "BROKER", and _____, hereinafter referred to as "CARRIER".

1.OBLIGATIONS OF BROKER. 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 the Broker, in the amount of not less than _____ loads annually.

COMPENSATION – Broker agrees to pay Carrier within thirty (30) days following Broker's receipt of a 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.

2. OBLIGATIONS OF CARRIER. 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 and to transport not less than _____ loads annually. Carrier agrees to furnish suitable trucks, tractors, and semitrailers, 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 MG&B Services, Inc.

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 the Broker if desires, may elect to avail itself of the services of another Carrier. Legally qualified to serve said Broker or its customers.

3. AGENCY REGULATION. 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 the Code of Federal Regulations (49 C.F.R.70)

4.INDEMNITY. Carrier agrees to defend against and hold harmless Broker/Shipper/Receiver from any and all loss of damage to each shipment transported by it pursuant to this agreement, including court costs and attorney's fees incurred in defending or prosecuting such claims.

Carrier shall be liable for full actual loss resulting from loss, damage, injury or delay on Shipments transported under the terms of this agreement. Full actual loss is the replacement cost of freight tendered to the carrier for transport. All claims for loss and damage shall be handled and processed in accordance with regulations published in the Code of Federal Regulations at 49 CFR Part 370. The terms, conditions or provisions of the governing bill of lading or any other shipping form, tariff or rule utilized shall be subject and subordinate to the terms of this agreement and, in the event of a conflict, this agreement shall govern. This contract cannot be changed, modified, limited or supplemented by reference to any Carrier rates, rules, classification, practice, schedule or tariff.

5.INSURANCE. Carrier shall furnish to Broker in the form and manner satisfactory to Broker, a certificate of insurance setting forth that Carrier maintains primary public liability and proper insurance coverage as required by the Interstate Commerce Commission as well as cargo insurance which provides coverage of not less than \$50,000 and shall file a certificate of such insurance with Broker. Said insurance policies shall provide that they may not be cancelled without thirty (30) days written notice to Broker.

6.INDEPENDENT CONTRACTOR STATUS. Notwithstanding the provisions of this agreement, nothing contained herein shall be construed to mean that Carrier is an agent or employee of Broker and Carrier declares that the services performed in this agreement shall be offered by Carrier as an independent contractor status.

7.TERM OF THE AGREEMENT. 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.

8.NO BACK SOLICITATION. Carrier shall not solicit traffic from any shipper Consignor, consignee or customer of Broker, including but not limited to ALL where (1)the availability of such traffic first became known to carrier as a result of Broker's efforts 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" the Broker's customers, and obtains traffic from such customer or customers, then Carrier shall be obligated to pay Broker a commission equal to 12% 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 M,G,&B Services, Inc. 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 M,G&B Services, Inc.

Both parties do this day agree to the terms and conditions outlined above.

CARRIER

BROKER
MG&B Services
PO Box 664
Mandeville, LA 70470

BY: _____

BY: _____

MC# _____

MC# 211111

FEDID# _____

FEDID# 72-1126665