

Shipper-Broker Agreement for
R and D Logistics, Inc.

And _____

This contract made this _____ day of _____, 20____, by
and between _____, located at
_____, a
domestic corporation, hereinafter called "SHIPPER", and R and D
Logistics, INC, located at 61 ShadyVale LN, Columbus MS, 39705, a
domestic corporation, hereinafter called "FREIGHT BROKER".

Whereas Freight Broker is engaged in the business of placing loads,
tendered to it by shipper, for transportation with carriers by motor vehicle,
regulated by the Federal Motor Carrier Safety Administration, under contract
with such carriers; and

Whereas Freight Broker represents that it is duly authorized to
perform such services for compensation under a license issued to it by the
Federal Motor Carrier Safety Administration (FMCSA) in Docket No. MC-
617397; and that it holds an effective Surety Bond or Trust Fund Agreement
under 49 U.S.C. 10927(b) and 49 C.F.R. 1045; and that it shall employ only
the services of motor carriers duly authorized by the Interstate Commerce
Commission and insured in accordance with the laws and regulations of the
appropriate federal and /or state regulatory agencies including but not
limited to the Federal Motor Carrier Safety Administration and the United
States Department of Transportation.

Whereas Freight Broker desires to prove its transportation services on
behalf of the Shipper for the interstate, intrastate and foreign transportation
of commodities as more specifically described hereinafter; and whereas
Shipper desires to avail itself of such services.

Now, therefore, in consideration of the mutual agreements herein
contained, and the compensation that the Freight Broker will receive from
the monies that are paid for the transportation, the parties agree as follows.

1. The shipper agrees to tender certain loads, from time to time, to
Freight Broker. The Charges as to each shipment shall be agreed

to, in writing, by the parties, prior to the movement of the shipment.

2. Freight Broker agrees to make every reasonable effort to place such loads with contract carriers for the purpose of transporting the loads with reasonable dispatch under the direction of the Shipper.
3. Freight Broker agrees to provide Shipper with adequate proof of acceptance and delivery of such loads in the form of a freight bill, and Shipper understands that the Freight Broker will be compensated by the Shipper for the moves on which the Shipper pays the Freight Broker the transportation charges.
4. Except as may otherwise appear herein (including appendices), the rights and obligations existing between the parties hereto shall be those defined in the Interstate Commerce Act as to the conduct of freight Brokerage in interstate and foreign commerce.
5. The terms of this Agreement shall commence on the above stated date and shall continue in effect until terminated by either party no less than fifteen (15) days written notice, either hand delivered or mailed to the address shown on page 1 of agreement.
6. The parties agree that in the event the Shipper determines it has a claim for cargo loss or damage against any carrier transporting a load tendered to it by Freight Broker, the Freight Broker will act as administrator for the claim and ensure that all claims are filed and processed in accordance with 49 C.F.R. 1005. All matters pertaining to rates and charges should be solely between Shipper and Freight Broker.
7. Freight Broker represents that the carriers that it uses will hold effective cargo insurance for all loads placed for transportation with them, and that the benefits of such insurance shall be insure to the Shipper.
8. Freight Broker agrees that it shall treat all sensitive business information as confidential and shall not release same without the written consent of the Shipper.

9. It is understood between the parties that Freight Broker shall remain an independent contractor under this contract and that its agents and /or employees are under its exclusive management and control and that Shipper neither exercises nor retains any control or supervision of or over Freight Broker, or its operations, agents or employees in any manner whatsoever.
10. It is understood between the parties that each shall conduct its operations and activities in accordance with all Federal, State and Municipal laws, regulations, rules and ordinance affecting or regulating the transportation of the commodities involved.
11. Freight Broker agrees that in each of the contracts it has with contract carriers that the following clause shall be included: "Payment of the freight charges to Freight Broker shall relieve Shipper, receiver, consignor or consignee of any liability to the Carrier for non-payment of charges".
12. Freight Broker agrees to indemnify Shipper and hold it harmless from any claims which arise from the use of carriers not meeting the requirements stated within this agreement.
13. This instrument constitutes the entire agreement of the parties with reference to the subject matter hereof, and may not be changed, waived, or modified except in writing and signed by both parties. This contract shall be construed in accordance with the laws of the state of Mississippi.
14. If any dispute arises about any matter covered by the terms of this Motor Carrier Contract Agreement, the dispute must be submitted by the party who alleges a violation filing a complaint with the Federal Motor Carrier Safety Administration. The complaint shall contain specific references to pertinent statutory provisions and regulations of the Commission, and the terms of this contract that the complainant believes have been violated. Such a complaint shall be submitted in accordance with all the provisions of 49 C.F.R. 1111

No court action can be taken by either party prior to the decision of the Commission, and the decision of the Commission shall be a binding, final and non-appealable decision. If for any reason, the Commission refuses to accept the complaint, or refuses to make a ruling on the subject matter of the complaint, then the parties' recourse shall be to the judicial system, either state or federal.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed as of the day and year first written above.

SHIPPER:

TRANSPORTATION PROVIDER:

BY: _____	R and D Transportation, INC. / R and D Logistics, INC.
TITLE: _____	BY: _____
ADDRESS: _____	TITLE: _____
CITY, STATE, ZIP: _____	61 ShadyVale LN
PHONE #: _____	Columbus, MS 39705
EMERGENCY PHONE: _____	662-370-2036
FAX #: _____	662-425-5586
	662-796-3569