

BROKER-CARRIER AGREEMENT

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This **Broker-Carrier Agreement** ("Agreement") is entered into as of _____ ("Effective Date") by and between:

[BROKER LEGAL NAME] ("Broker"), a freight broker licensed by the U.S. Federal Motor Carrier Safety Administration (FMCSA);

[BROKER ADDRESS]

[BROKER PHONE] · [BROKER EMAIL]

and

[CARRIER LEGAL NAME] ("Carrier"), a motor carrier authorized by the FMCSA under MC# [_____] and DOT# [_____].

1. Services

Broker arranges for the transportation of property by Carrier between points in the United States as agreed upon on a load-by-load basis via individual rate confirmations. Each rate confirmation incorporates this Agreement by reference.

2. Independent Contractor

Carrier is an independent contractor and is solely responsible for the operation of its equipment, the conduct of its drivers, and compliance with all applicable federal, state, and local laws, including FMCSA regulations.

3. Authority and Insurance

Carrier represents and warrants that it holds active FMCSA operating authority and maintains, throughout the term, the following insurance coverage, with Broker named as Certificate Holder:

- Commercial Auto Liability: minimum \$1,000,000 combined single limit
- Motor Truck Cargo Insurance: minimum \$100,000 per occurrence
- General Liability: minimum \$1,000,000

- Workers' Compensation as required by law

Carrier shall provide Certificates of Insurance evidencing the above coverages prior to performing services under this Agreement, and shall promptly notify Broker of any change, cancellation, or non-renewal of any policy.

4. Payment Terms

Broker shall pay Carrier the agreed-upon rate within thirty (30) days of receipt of a complete invoice and supporting documents (signed bill of lading, proof of delivery, and any other documents specified in the rate confirmation). All disputed charges must be raised in writing within thirty (30) days of invoice receipt.

5. Cargo Claims

Carrier shall be liable for loss, damage, or delay to shipments in its possession in accordance with 49 U.S.C. § 14706 (the Carmack Amendment). Claims shall be filed in writing within nine (9) months of delivery (or, if no delivery occurs, within nine months of the scheduled delivery date) and Carrier shall acknowledge or pay claims within the timeframes set forth in 49 C.F.R. § 370.

6. Indemnification

Carrier shall indemnify, defend, and hold harmless Broker, its officers, employees, and customers from and against any and all claims, losses, damages, fines, penalties, attorneys' fees, and expenses arising out of or related to Carrier's performance under this Agreement, except to the extent caused by the gross negligence or willful misconduct of Broker.

7. Non-Brokering

Carrier shall not, without Broker's prior written consent, re-broker, co-broker, subcontract, interline, or otherwise arrange for any other party to transport any shipment tendered by Broker. Any breach of this provision shall constitute a material breach of this Agreement and Broker may, in addition to other remedies, withhold payment and seek damages.

8. Confidentiality and Non-Solicitation

Each party agrees to keep confidential any non-public information of the other party. Carrier agrees that for a period of one (1) year following the last shipment tendered hereunder, it shall not directly solicit transportation services from any shipper introduced to Carrier by Broker, except for services unrelated to those Broker arranges.

9. Termination

Either party may terminate this Agreement at any time, with or without cause, on thirty (30) days' written notice. Termination does not affect any rights or obligations arising prior to the effective date of termination.

10. Governing Law and Venue

This Agreement shall be governed by the laws of the State of [____], without regard to its conflict-of-laws principles. The parties consent to the exclusive jurisdiction of the state and federal courts located in [____] for any dispute arising hereunder.

11. Entire Agreement

This Agreement, together with the rate confirmations issued hereunder, constitutes the entire agreement between the parties on the subject matter and supersedes all prior or contemporaneous agreements, whether written or oral. No amendment is effective unless in a writing signed by both parties.

BROKER: [BROKER LEGAL NAME]

Signature: _____

Printed name: _____

Title: _____

Date: _____

CARRIER:

Signature: _____

Printed name: _____

Title: _____

Date: _____