



ELEV8 FREIGHT, LLC
7150 Carlson Circle, Suite 63
Canoga Park, CA 91303
Phone: 909-547-4442
Email: elev8freightllc@gmail.com
MC: 1774887 | DOT: 4490365

BROKER-CARRIER AGREEMENT

This Broker-Carrier Agreement ("Agreement") is entered into as of _____ (the "Effective Date"), by and between **ELEV8 FREIGHT, LLC**, a California limited liability company ("Broker"), and _____ ("Carrier").

WHEREAS, Broker is a licensed transportation broker authorized by the Federal Motor Carrier Safety Administration (FMCSA) under MC Number 1774887 and DOT Number 4490365; and

WHEREAS, Carrier is a licensed motor carrier authorized by the FMCSA and possesses the necessary operating authority and insurance to transport property; and

WHEREAS, Broker desires to engage Carrier to provide transportation services, and Carrier desires to provide such services to Broker on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. CARRIER'S AUTHORITY AND INSURANCE

1.1 Operating Authority. Carrier represents and warrants that it possesses and will maintain in full force and effect throughout the term of this Agreement all licenses, permits, and operating authority required by federal,

state, and local laws to perform the transportation services contemplated herein.

1.2 Insurance Requirements. Carrier shall maintain at its own expense during the term of this Agreement the following minimum insurance coverage:

- (a) Auto Liability Insurance: \$1,000,000 combined single limit
- (b) Cargo Insurance: \$100,000 per occurrence
- (c) General Liability Insurance as required by law

1.3 Certificates of Insurance. Prior to transporting any shipment hereunder, Carrier shall provide Broker with certificates of insurance evidencing the coverage required by Section 1.2. Carrier shall provide Broker with thirty (30) days' advance written notice of any cancellation, non-renewal, or material change in coverage. Broker shall be named as certificate holder on all insurance certificates.

1.4 Safety Rating. Carrier warrants that it maintains a Satisfactory safety rating with the FMCSA, or has no safety rating on file. Carrier shall immediately notify Broker of any change in its safety rating.

2. TRANSPORTATION SERVICES

2.1 Services. Broker may tender shipments to Carrier, and Carrier may accept or decline such tenders in Carrier's sole discretion. Each accepted tender shall constitute a separate contract subject to the terms of this Agreement and the specific terms stated in the load confirmation or rate confirmation.

2.2 Load Confirmations. All shipments shall be confirmed in writing via load confirmation, rate confirmation, or other written agreement specifying the origin, destination, commodity, rate, pickup date, delivery date, and any special instructions. The load confirmation and this Agreement together constitute the complete agreement for that shipment.

2.3 Geographic Scope. Transportation services under this Agreement shall be performed within the 48 contiguous United States.

2.4 Standard of Care. Carrier shall transport all shipments with due care and diligence, in accordance with all applicable federal, state, and local laws and regulations, including but not limited to the Federal Motor Carrier Safety Regulations (49 CFR Parts 350-399). Carrier shall use only qualified, licensed, and competent drivers and equipment that is properly maintained, safe, and suitable for the transportation services.

3. COMPENSATION AND PAYMENT

3.1 Rates. Compensation for each shipment shall be as specified in the applicable load confirmation. The rate is all-inclusive and includes all charges for transportation from origin to destination, including but not limited to fuel, tolls, permits, and accessorial charges unless otherwise specifically stated in the load confirmation.

3.2 Payment Terms. Broker shall pay Carrier within thirty (30) days of Broker's receipt of: (a) a proper invoice from Carrier; (b) the original signed bill of lading or proof of delivery; and (c) any other documentation required by the load confirmation or this Agreement. Payment is contingent upon Carrier's full performance of its obligations.

3.3 Invoice Requirements. Carrier's invoice must include: the load confirmation number, date of shipment, origin and destination, amount due, and Carrier's remittance information. Invoices must be sent to: elev8freightllc@gmail.com.

3.4 Right to Offset. Broker may offset any amounts owed to Carrier against any amounts that Carrier owes to Broker, including without limitation amounts resulting from cargo loss or damage, freight charge corrections, or other claims.

4. CARGO LIABILITY AND CLAIMS

4.1 Carrier Liability. Carrier shall be liable for loss, damage, or delay to cargo in accordance with 49 U.S.C. § 14706 and applicable federal and state law. Carrier's liability shall commence upon receipt of the shipment at origin and continue until delivery is completed at destination.

4.2 Claims Procedure. All cargo claims must be filed in writing within nine (9) months of the delivery date or scheduled delivery date. Claims must include: (a) the load confirmation number; (b) a description of the loss or damage; (c) the amount claimed; and (d) supporting documentation including the bill of lading, delivery receipt, and photographs or inspection reports if applicable.

4.3 Claims Resolution. Carrier shall acknowledge receipt of a claim within thirty (30) days and shall pay, decline, or make a firm compromise offer within one hundred twenty (120) days of receipt of the claim.

4.4 Concealed Loss or Damage. Carrier shall be liable for concealed loss or damage discovered after delivery, provided that written notice is given to Carrier within five (5) business days of delivery.

5. INDEPENDENT CONTRACTOR RELATIONSHIP

5.1 Independent Contractor. Carrier is an independent contractor and not an employee, agent, or representative of Broker. Nothing in this Agreement shall be construed to create a partnership, joint venture, or employer-employee relationship between the parties.

5.2 No Agency. Carrier has no authority to bind Broker to any obligation or to make any representation on behalf of Broker. Carrier shall not hold itself out as an agent, employee, or representative of Broker.

5.3 Taxes and Benefits. Carrier shall be solely responsible for all taxes, insurance, and benefits for itself and its employees, including but not limited to income taxes, employment taxes, workers' compensation, and unemployment insurance.

6. COMPLIANCE WITH LAWS

6.1 Regulatory Compliance. Carrier shall comply with all applicable federal, state, and local laws, rules, and regulations, including but not limited to: (a) Federal Motor Carrier Safety Regulations; (b) hours of service regulations; (c) drug and alcohol testing requirements; (d) vehicle maintenance and inspection requirements; and (e) hazardous materials regulations if applicable.

6.2 No Prohibited Conduct. Carrier shall not engage in any activity that would violate broker regulations, including but not limited to double brokering (re-brokering) without Broker's prior written consent. Carrier may not assign, subcontract, or transfer any shipment without Broker's express written authorization.

7. INDEMNIFICATION

7.1 Carrier Indemnification. Carrier shall indemnify, defend, and hold harmless Broker, its officers, directors, employees, and agents from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from: (a) Carrier's performance or non-performance of its obligations under this Agreement; (b) the acts or omissions of Carrier, its employees, agents, or subcontractors; (c) cargo loss, damage, or delay; (d) personal injury, death, or property damage caused by Carrier's operations; or (e) Carrier's breach of any representation, warranty, or covenant in this Agreement.

7.2 Broker Indemnification. Broker shall indemnify, defend, and hold harmless Carrier from and against any claims arising solely from Broker's gross negligence or willful misconduct in connection with this Agreement.

8. CONFIDENTIALITY

8.1 Confidential Information. Each party acknowledges that it may have access to confidential information of the other party, including but not limited to customer identities, rates, routing, and business practices. Each party agrees to keep such information confidential and not to use or disclose it except as necessary to perform its obligations under this Agreement.

8.2 Customer Non-Solicitation. Carrier agrees that it will not, directly or indirectly, solicit, induce, or attempt to solicit or induce any customer or shipper of Broker to divert business from Broker during the term of this Agreement and for a period of two (2) years thereafter.

9. TERM AND TERMINATION

9.1 Term. This Agreement shall commence on the Effective Date and continue until terminated by either party as provided herein.

9.2 Termination for Convenience. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' prior written notice to the other party. Termination shall not affect any shipments in transit or any obligations that accrued prior to the effective date of termination.

9.3 Termination for Cause. Either party may terminate this Agreement immediately upon written notice if the other party: (a) materially breaches this Agreement and fails to cure such breach within ten (10) days of written notice; (b) becomes insolvent or files for bankruptcy; or (c) has its operating authority revoked or suspended.

9.4 Effect of Termination. Upon termination, Carrier shall complete delivery of all shipments in transit and shall be paid for such shipments in accordance with this Agreement. All provisions that by their nature should survive termination shall survive, including but not limited to indemnification, confidentiality, and dispute resolution provisions.

10. DISPUTE RESOLUTION

10.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of law principles.

10.2 Venue. Any action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in Los Angeles County, California, and each party hereby submits to the exclusive jurisdiction of such courts.

10.3 Dispute Resolution. The parties agree to attempt in good faith to resolve any dispute arising out of this Agreement through negotiation between senior management representatives. If the dispute cannot be resolved through negotiation within thirty (30) days, either party may pursue legal remedies.

11. GENERAL PROVISIONS

11.1 Entire Agreement. This Agreement, together with any load confirmations and addenda, constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral, relating to the subject matter hereof.

11.2 Amendments. This Agreement may be amended only by a written instrument signed by both parties.

11.3 Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the waiver is sought. No waiver shall constitute a continuing waiver or a waiver of any other provision.

11.4 Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

11.5 Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by confirmed facsimile or email, or sent by certified or registered mail, return receipt requested, to the addresses set forth below or such other address as either party may designate in writing.

If to Broker:

Elev8 Freight, LLC
7150 Carlson Circle, Suite 63
Canoga Park, CA 91303
Email: elev8freightllc@gmail.com
Phone: 909-547-4442

If to Carrier:

11.6 Force Majeure. Neither party shall be liable for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, strikes, natural disasters, or government action.

11.7 Assignment. Neither party may assign this Agreement without the prior written consent of the other party, except that Broker may assign this Agreement to an affiliate or in connection with a merger, acquisition, or sale of substantially all of its assets.

11.8 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronic signatures shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the parties have executed this Broker-Carrier Agreement as of the Effective Date first written above.

BROKER: ELEV8 FREIGHT, LLC

CARRIER:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

This agreement is legally binding. Both parties should retain a copy for their records.
Elev8 Freight, LLC | MC: 1774887 | DOT: 4490365 | EIN: 39-5154396