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SHIPPER-BROKER AGREEMENT

This Shipper-Broker Agreement ("Agreement") is entered into as of the date of execution below by and between **ELEV8 FREIGHT, LLC** ("Broker"), a California limited liability company, and the shipper identified below ("Shipper").

SHIPPER INFORMATION

Shipper Legal Name:

DBA (if applicable):

Physical Address:

Mailing Address (if different):

Contact Person:

Phone Number:

Email Address:

Federal Tax ID (EIN):

RECITALS

WHEREAS, Broker is duly authorized as a property broker by the Federal Motor Carrier Safety Administration (FMCSA) and is engaged in the business of arranging for the transportation of property in interstate commerce; and

WHEREAS, Shipper desires to engage Broker to arrange for the transportation of Shipper's property in interstate commerce; and

WHEREAS, the parties desire to establish the terms and conditions under which Broker will arrange transportation services for Shipper.

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. BROKER SERVICES

1.1 Engagement. Shipper hereby engages Broker to arrange for the transportation of Shipper's property, and Broker accepts such engagement, subject to the terms and conditions of this Agreement.

1.2 Scope of Services. Broker shall arrange for motor carrier transportation services on behalf of Shipper. Broker's services include: (i) selecting qualified motor carriers to transport Shipper's freight, (ii) negotiating rates with carriers, (iii) tendering loads to carriers, (iv) tracking shipments, (v) providing status updates to Shipper, and (vi) coordinating delivery of shipments.

1.3 Independent Contractor. Broker is an independent contractor and not an employee, agent, or representative of Shipper for any purpose except as specifically authorized in writing by Shipper. Broker has no authority to bind Shipper to any agreement or obligation.

1.4 Rate Quotes and Confirmations. Each shipment arranged by Broker shall be evidenced by a written rate quote, load confirmation, or similar document ("Load Confirmation") that shall specify the origin, destination, commodity, rate, pickup and delivery dates and times, and any special instructions or requirements. The Load Confirmation shall incorporate the terms of this Agreement.

2. SHIPPER'S OBLIGATIONS

2.1 Freight Tender. Shipper shall provide Broker with accurate and complete information regarding each shipment, including but not limited to: (i) description of goods, (ii) weight and dimensions, (iii) special handling requirements, (iv) pickup and delivery locations and contact information, (v) pickup and delivery dates and times, and (vi) value of goods.

2.2 Commodity Description. Shipper warrants that all descriptions of commodities provided to Broker are accurate and complete. Shipper shall identify any hazardous materials in compliance with applicable

Department of Transportation (DOT) regulations and shall provide all required shipping papers and documentation.

2.3 Packaging and Loading. Shipper is responsible for properly packaging, marking, and loading all freight unless otherwise agreed in writing. Shipper warrants that all freight is properly packaged to withstand normal transportation handling and conditions.

2.4 Access and Facilities. Shipper shall ensure that pickup and delivery locations have adequate facilities, equipment, and personnel to load and unload freight safely and efficiently. Shipper shall provide reasonable access to carrier equipment at scheduled times.

2.5 Bills of Lading. Shipper shall provide a properly completed bill of lading for each shipment. The bill of lading shall identify Broker as the party arranging transportation. Shipper's failure to properly complete the bill of lading shall not relieve Shipper of its obligations under this Agreement.

3. RATES AND PAYMENT

3.1 **Freight Charges.** Shipper shall pay Broker the rates set forth in each Load Confirmation. Rates are based on the information provided by Shipper and are subject to adjustment if actual weight, dimensions, commodity, or service requirements differ from those described by Shipper.

3.2 **Additional Charges.** Shipper shall be responsible for all additional charges resulting from: (i) detention or demurrage beyond reasonable free time, (ii) special services requested by Shipper, (iii) accessorial services (liftgate, inside delivery, appointment delivery, etc.), (iv) redelivery or storage due to consignee refusal or unavailability, (v) reconsignment or diversion, (vi) inaccurate freight description or weight, or (vii) any other services rendered at Shipper's request.

3.3 **Payment Terms.** Unless otherwise specified in the Load Confirmation, payment is due within thirty (30) days of the invoice date ("Net 30"). Invoices will be sent to Shipper via email or mail following delivery of the shipment. Payment shall be made by check, wire transfer, or ACH to the account specified by Broker.

3.4 **Late Payment.** Any payment not received within the specified payment terms shall accrue interest at the rate of one and one-half percent (1.5%) per month, or the maximum rate permitted by law, whichever is less, from the due date until paid in full.

3.5 **Credit Review.** Broker reserves the right to review Shipper's credit at any time and to modify credit terms, require prepayment, or require a personal or corporate guarantee or other security as a condition of providing services.

3.6 **Disputed Charges.** Shipper must notify Broker in writing of any disputed charges within fifteen (15) days of the invoice date. Failure to object within this period shall constitute acceptance of the charges. Shipper shall pay all undisputed amounts by the due date.

4. CARRIER SELECTION AND LIABILITY

4.1 **Carrier Selection.** Broker shall use reasonable care in selecting qualified motor carriers to transport Shipper's freight. Broker shall verify that carriers have appropriate operating authority, insurance coverage, and safety ratings. However, Broker makes no warranty or guarantee regarding any carrier's performance or financial condition.

4.2 **Broker's Role.** Broker acts solely as a transportation broker and arranger of transportation services. Broker does not provide transportation services and is not a motor carrier. The motor carrier selected by Broker to transport each shipment shall be responsible for the safe transportation and delivery of the freight.

4.3 **Carrier Liability.** The motor carrier transporting each shipment shall be liable for loss of or damage to the freight in accordance with 49 U.S.C. § 14706 and applicable federal and state law. Carrier liability shall be subject to the terms and conditions of the bill of lading and the carrier's tariff, if applicable.

4.4 **Broker Liability Limitation.** Broker's liability, if any, for loss, damage, delay, or mis-delivery of freight shall be limited to the amount of freight charges paid by Shipper to Broker for the specific shipment giving rise to the claim. Broker shall not be liable for special, incidental, consequential, or punitive damages under any circumstances.

4.5 **Insurance.** Broker shall verify that carriers maintain minimum insurance coverage of \$1,000,000 auto liability and \$100,000 cargo insurance. However, Broker is not responsible for any carrier's failure to maintain adequate insurance or to pay valid claims.

5. CLAIMS

5.1 **Notice of Loss or Damage.** Shipper or consignee must note any visible loss or damage on the delivery receipt at the time of delivery. For concealed loss or damage, written notice must be provided to Broker within five (5) business days of delivery.

5.2 **Claim Filing.** All cargo claims must be filed in writing with Broker within nine (9) months of the delivery date (or scheduled delivery date for lost shipments). Claims must include: (i) Load Confirmation, (ii) original or copy of bill of lading, (iii) proof of delivery (if applicable), (iv) original invoice for goods, (v) detailed description of loss or damage, (vi) repair estimates or invoices, and (vii) photographs of damaged goods and packaging.

5.3 **Claim Processing.** Upon receipt of a properly documented claim, Broker shall forward the claim to the responsible carrier for processing. Broker shall assist Shipper in pursuing the claim but makes no guarantee regarding the carrier's response time or payment.

5.4 **Salvage.** Shipper shall mitigate damages by making damaged goods available for inspection and by preserving all packaging and evidence of damage. Shipper shall cooperate with carrier inspections and salvage efforts.

5.5 **Statute of Limitations.** Any lawsuit against Broker or carrier arising out of loss, damage, or delay must be filed within two (2) years from the date Broker or carrier provides written notice that the claim has been disallowed in whole or in part.

6. INDEMNIFICATION

6.1 Shipper's Indemnity. Shipper shall indemnify, defend, and hold harmless Broker and 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: (i) Shipper's breach of this Agreement, (ii) Shipper's negligence or willful misconduct, (iii) any misrepresentation or omission by Shipper regarding the freight (including failure to properly identify hazardous materials), (iv) any defect in packaging or loading of freight by Shipper, (v) any claim by third parties related to the freight, or (vi) Shipper's violation of any law or regulation.

6.2 Broker's Indemnity. Broker shall indemnify, defend, and hold harmless Shipper and its officers, directors, employees, and agents from and against any claims arising solely from Broker's gross negligence or willful misconduct, subject to the liability limitations set forth in Section 4.4 of this Agreement.

7. CONFIDENTIALITY

7.1 Confidential Information. Each party acknowledges that it may receive confidential information from the other party, including but not limited to pricing, customer lists, business strategies, and proprietary information ("Confidential Information"). Each party agrees to maintain the confidentiality of such information and shall not disclose it to any third party or use it for any purpose other than performing its obligations under this Agreement.

7.2 Exceptions. Confidential Information does not include information that: (i) is or becomes publicly available through no breach of this Agreement, (ii) is rightfully received from a third party without restriction, (iii) was already known to the receiving party prior to disclosure, or (iv) is independently developed by the receiving party without use of the Confidential Information.

7.3 Disclosure Required by Law. Either party may disclose Confidential Information to the extent required by law, court order, or government regulation, provided that the disclosing party provides prompt notice to the other party to enable them to seek a protective order.

8. FORCE MAJEURE

8.1 Excused Performance. Neither party shall be liable for any delay or failure to perform its obligations under this Agreement due to causes beyond its reasonable control, including but not limited to: acts of God, fire, flood, earthquake, severe weather, war, terrorism, embargo, labor disputes, government action, public health emergencies, or carrier bankruptcy or failure to perform ("Force Majeure Event").

8.2 Notice and Mitigation. The party affected by a Force Majeure Event shall promptly notify the other party and shall use commercially reasonable efforts to mitigate the effects of the Force Majeure Event and resume performance as soon as practicable.

9. TERM AND TERMINATION

9.1 Term. This Agreement shall commence on the date of execution and shall 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.

9.3 Termination for Cause. Either party may terminate this Agreement immediately upon written notice if the other party: (i) materially breaches this Agreement and fails to cure such breach within fifteen (15) days of written notice, (ii) becomes insolvent or files for bankruptcy, or (iii) engages in fraud or other illegal conduct.

9.4 Effect of Termination. Upon termination: (i) Broker shall complete all shipments in transit unless otherwise agreed, (ii) Shipper shall pay all outstanding invoices for services rendered prior to termination, and (iii) the confidentiality obligations shall survive for a period of three (3) years. Termination shall not affect either party's rights or obligations that accrued prior to termination.

10. MISCELLANEOUS

10.1 Entire Agreement. This Agreement, together with each Load Confirmation and invoice, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter hereof.

10.2 Amendments. This Agreement may be amended only by a written instrument signed by both parties. No modification or waiver shall be binding unless in writing.

10.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws provisions, and applicable federal law including the Federal Aviation Administration Authorization Act (FAAAA) and the Interstate Commerce Act.

10.4 Dispute Resolution. Any dispute arising under this Agreement shall be resolved first through good faith negotiation. If negotiation fails within thirty (30) days, the parties agree to submit the dispute to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be conducted in Los Angeles County, California. Each party shall bear its own attorneys' fees and costs unless otherwise awarded by the arbitrator.

10.5 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect, and such invalid provision shall be reformed to the extent necessary to make it enforceable while preserving the parties' intent.

10.6 **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 of any breach or default shall constitute a waiver of any other breach or default, whether of a similar or different nature.

10.7 **Assignment.** Shipper may not assign this Agreement or any rights hereunder without the prior written consent of Broker. Broker may assign this Agreement to any affiliate, successor, or acquirer of its business. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

10.8 **Notices.** All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given when: (i) delivered personally, (ii) sent by email with confirmation of receipt, (iii) sent by certified or registered mail, return receipt requested, or (iv) sent by overnight courier service. Notices to Broker shall be sent to: elev8freightllc@gmail.com. Notices to Shipper shall be sent to the address and email provided above or as updated by written notice.

10.9 **Relationship of Parties.** Nothing in this Agreement shall create or be deemed to create a partnership, joint venture, agency, or employment relationship between the parties. Each party is an independent contractor.

10.10 **Counterparts and Electronic Signatures.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronic signatures and electronically delivered copies shall be deemed originals and shall be valid and binding for all purposes.

10.11 **Headings.** The headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

10.12 **Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their permitted successors and assigns, and nothing herein shall give or be construed to give any person or entity, other than the parties hereto and such successors and assigns, any legal or equitable rights hereunder.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Shipper-Broker Agreement as of the date set forth below.

BROKER: ELEV8 FREIGHT, LLC

By: _____

Name: _____

Title: _____

Date: _____

SHIPPER:

By: _____

Name: _____

Title: _____

Date: _____

Company Legal Name: _____

Federal Tax ID (EIN): _____