

WYK UNLIMITED LLC SHIPPER/CARRIER AGREEMENT

This Agreement shall govern the services provided by **WYK UNLIMITED LLC**, a licensed motor carrier pursuant to Docket No. **MC-1405839** (hereinafter referred to as "Carrier") and _____ (hereinafter referred to as "Shipper").

1. Carrier agrees to transport a series of interstate shipments for Shipper pursuant to carrier load confirmation sheet(s) included herewith or subsequently incorporated by reference.
2. Shipper shall pay Carrier for services rendered in an amount equal to the rates and accessorial charges agreed to on Shipper's load confirmation sheet or other signed writing. Carrier must submit proof of delivery with invoices to Shipper. Payment terms shall be up to thirty (30) days from receipt.
3. Carrier warrants to Shipper that it meets the following criteria: (a) Carrier shall maintain all risk cargo insurance in the amount of not less than \$100,000.00 per shipment; (b) Carrier shall maintain public liability insurance in the amount of not less than \$750,000.00 as required by federal regulation (BMC-91 on file); (c) Carrier shall agree to provide certificates of insurance upon request; (e) Carrier shall maintain satisfactory U.S. DOT safety ratings and are otherwise authorized to provide the proposed services; and (f) Carrier shall be in compliance with all applicable laws.
4. Governing Rules. The following rules shall apply: (a) The terms of the standard truckload bill of lading and Carrier's Service Conditions; (b) Standard claims rules otherwise applicable to common carriers (49 C.F.R. §370); (c) Cargo claims liability as set forth in the Carmack Amendment (49 U.S.C. §14706); (d) Destination market value for lost or damaged cargo, no special or consequential damages unless by special agreement; and (e) Claims will be filed with Carrier by Shipper.
5. Release Rates. All shipments shall be subject to a maximum cargo liability of \$5.00 per pound, subject to a \$100,000 per truckload maximum, unless by special written agreement.
6. Shipping Document Execution. Carriers are to be named on the bill of lading as the "carrier of record." In no event will Carrier broker services under this Agreement to any other carrier without prior written approval from Shipper.
7. Indemnification. Carrier agrees to indemnify and hold Shipper harmless from any claims or loss caused solely by any act or omission of Carrier, its employees or agents in the performance of this Agreement or the services provided hereunder.
8. Law and Integration. This written Agreement and governing rules, together with any load confirmation, contain the entire agreement between the parties and may only be modified by signed written agreement. General principles of federal transportation law shall apply.
9. This Agreement shall be for the period of one (1) year and shall be automatically renewed unless canceled. Either party may terminate this Agreement upon fifteen (15) days written notice.

CARRIER: _____

By: _____

Title: _____

SHIPPER: _____

By: _____

Title: _____