

# **Buchanan Hauling & Rigging, Inc.**

4625 Industrial Road – Fort Wayne, IN  
(260) 471-1877 – (888) 544-4285

## **AGREEMENT**

This agreement is made this \_\_\_ day of \_\_\_\_\_ by and between BUCHANAN HAULING & RIGGING, INC., hereinafter referred to as CARRIER and \_\_\_\_\_ hereinafter referred to as COMMISSION AGENT or AGENT.

### **1. PREMISES**

A. BUCHANAN HAULING & RIGGING (BH&R) is a contract motor carrier engaged in the interstate transportation of commodities pursuant to the operating authority issued in MC 306359 as well as other regulatory agencies responsible for intrastate authorities.

B. COMMISSION AGENT is desirous of representing CARRIER and does so solely as an independent contractor.

C. CARRIER and COMMISSION AGENT believe it to be in their mutual interest to set forth in writing their agreement. It is understood that both parties will respect the integrity of this agreement and any agreed upon changes or modifications set forth in writing.

## **II. TERMS AND CONDITIONS**

In consideration of their mutual act of the parties hereunder, it is agreed as follows.

1.0 **Relationship of CARRIER and AGENT.** AGENT is an independent contractor and is not the servant or employee of CARRIER.

1.1. **Term.** The term of this agreement shall be effective on the day and year first stated above and shall continue in effect until termination in accordance with the provisions of this agreement.

1.2. **Termination by Carrier for Good Cause.** CARRIER shall have the rights to terminate this agreement by giving seven (7) days upon the occurrence of the following:

**The CARRIER terminates this agreement if the following causes occur:**

- (A). COMMISSION AGENT and all individuals under his or her directions fail to adhere to the established policies and procedures of the carrier.**
- (B). Engaging in illegal activities in connection with the performance of services hereunder.**
- (C). Dishonesty of COMMISSION AGENT in connection with the performance of services hereunder.**

**1.3. The COMMISSION AGENT shall also have the right at its option to resign and to terminate this agreement due to the CARRIER'S gross negligence in the performance of CARRIER'S duties and for material breach of CARRIER'S obligation as set forth in this agreement by giving Thirty (30) days written notice.**

**1.4. Notwithstanding any other provision hereof either CARRIER or COMMISSION AGENT, may terminate this agreement whether for cause or otherwise by giving (7) days written notice.**

**1.5. In the event of termination as a COMMISSIO AGENT of the CARRIER, the COMMISSION AGENT shall return promptly to CARRIER all CARRIER'S furnished documents, forms, drafts, checks, equipment, computer software, procedure manuals and any other properties relating to the CARRIER'S business that were issued to the COMMISSION AGENT and in the COMMISSION AGENT'S possession.**

**2.0 COMMISSION AGENT covenants and agrees.**

**2.1. Representation – To represent CARRIER for the purpose within the scope of the limitations set forth in the agreement.**

**2.2. Compliance – COMMISSION AGENT agrees to comply with all rules, regulations, policies and procedures now existing or hereafter established by CARRIER.**

**2.3. Indemnification – In consideration of the compensation provided for under this agreement, COMMISSION AGENT, together with such other as COMMISSION AGENT may engage to assist him in the performance of his responsibilities hereunder, agrees to indemnify and save harmless CARRIER from any and all losses, claims, expenses, fines, charges, grievance decisions, judgments, actions, causes of action or other obligations or liabilities arising out of the failure of COMISSION AGENT TO FULFILL COMMISSION AGENT'S duties and obligations under this agreement.**

**2.4. Expenses** – COMMISSION AGENT shall be responsible for all expenses and costs incurred in operating his or her facility as they relate to the terms of this agreement.

**2.5. Credit/Collection** – COMMISSION AGENT must adhere to and abide by established credit policies and procedures of the CARRIER. Any deviation from credit guidelines could result in the COMMISSION AGENT being held responsible for collection of any past due monies (in excess of 90 days). The CARRIER may deduct from the COMMISSION AGENT any outstanding monies owed the CARRIER plus legal expenses incurred due to collection proceedings. The provisions of this paragraph shall survive any termination of this agreement,

**3.0 CARRIER covenants and agrees,**

**3.1. Compensation** – CARRIER shall pay COMMISSION AGENT a commission which shall be a percentage of the gross freight revenue invoiced and derived/collected by CARRIER. Gross freight revenue is understood as revenue from a rated line haul move plus over dimensional charges and detention. No commission/percentage will be paid for charges relating to but not limited to permits, escorts, tolls, stop-offs, tarp, fuel surcharge, etc. The agreed commission percentage is \_\_\_\_\_ and will be paid on a weekly basis unless otherwise negotiated.

**3.2. Exclusions** – COMMISSION AGENT is not entitled to any commission on any freight not arranged by COMMISSION.

**3.3. Forms/Documents** – CARRIER will furnish COMMISSION AGENT with appropriate forms and documentation utilized by CARRIER.

**3.4. Assignment** – This agreement may not be assigned or otherwise transferred by COMMISSION AGENT without securing prior written consent from the CARRIER.

**3.5. No Authority to Bind CARRIER** – Notwithstanding any other provisions in this agreement. COMMISSION AGENT shall not have the authority to bind or commit CARRIER to any obligations contractual agreements or liabilities.

**Construction – This agreement shall be constructed in accordance with the laws of the State of Indiana.**

**In witness whereof, this agreement has been duly expected by or on behalf of CARRIERS and AGENT hereto as of the date written above.**

**CARRIER – BUCHANAN HAULING & RIGGING INC.**

**Name / Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**COMMISSION AGENT**

**Name / Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**ADDENDUM A**

**BUCHANAN HAULING & RIGGING INC  
BUCHANAN LOGISTICS INC/ BROKERAGE**

**COMPENSATION AGREEMENT**

**Effective Date - \_\_\_\_\_**

**Compensation due to agent for loads tendered to Buchanan Logistics / Buchanan Brokerage will be as follows:**

**When agent secures the load:**

**50/50 split – The amount or dollar balance after carrier payment is divided equally between Agent and Buchanan Logistics Inc. / Brokerage.**

**All terms and conditions above require agent’s full compliance with Brokers established policies and procedures as outlined to agent.**

**Buchanan Logistics, Inc.**

**Commission Agent**

**Signature: \_\_\_\_\_**

**Signature: \_\_\_\_\_**

**Name: \_\_\_\_\_**

**Name: \_\_\_\_\_**

**Title: \_\_\_\_\_**

**Title: \_\_\_\_\_**

**Date: \_\_\_\_\_**

**Date: \_\_\_\_\_**