

CONTRACT CARRIER AGREEMENT

This Agreement is made this _____ day of _____, 20____ by and between _____, USDOT# _____ a licensed motor carrier ("Carrier") and Jones Motor Co., Inc. (USDOT 113459); Hot Shot Express, Inc. (USDOT 269495); Jones Motor Logistics, Inc. (MC 160611); and Jones Express, Inc. (DOT 308155) hereinafter referred to as "Broker."

1. Broker agrees to tender to Carrier a series of shipments for movement, and Carrier warrants that all shipments undertaken are within its scope of authority and further agrees to transport the tendered shipments promptly and efficiently, subject to the terms and conditions specified herein to meet the distinct needs of the Broker.

2. This Agreement shall govern all shipments arranged for by Broker as a property broker and tendered by it to Carrier for transportation by Carrier. This Agreement shall be effective one year from the date of execution and shall automatically renew on the anniversary date unless canceled by either party in writing on 60 days notice.

3. It is understood and agreed between the parties hereto that this is a non-exclusive agreement and that Carrier shall be free to accept freight for transportation from shippers other than Broker and that Broker shall be free to tender freight for transportation to carriers other than Carrier, so long as Carrier is not in violation of Paragraph 12 of this Agreement.

4. (a) Carrier shall maintain Comprehensive General Liability Insurance including blanket contractual coverage, for bodily injury and property damage in a minimum policy limit per occurrence of One Million Dollars (\$1,000,000.00) or such greater amount as may be required of Carrier, in general or for a shipment in particular, by applicable Authorities. Carrier shall maintain at least One Million Dollars (\$1,000,000.00) Automobile Liability Insurance, including blanket contractual coverage, for bodily injury, including death, and property damage or such greater amount as may be required in general or for a specific shipment, by the applicable Authorities. Such policies (Comprehensive General Liability and Automobile Liability) shall provide coverage with respect to any and all liability for personal injury, including death, and property damage arising out of Carrier's commercial activities related to this Agreement or the ownership, maintenance, use or operation, including loading and unloading, of the Equipment operated by Carrier under this Agreement. The policies provided under this provision shall be in the form required by 49 U.S.C. §13906(a) and 49 C.F.R. §387 and shall have no exclusions or restrictions that would not be accepted by the FMCSA for a filing under the requirements of those sections. In no event shall Carrier accept, transport, or continue to transport a shipment unless it has a valid and effective form MCS-90 issued to it in its possession and a copy has been provided to Broker. Broker will be included as an additional insured as well as a Certificate Holder on said insurance.

(b) Carrier shall maintain all risk broad form motor truck cargo legal liability insurance in an amount not less than One Hundred Thousand Dollars (\$100,000.00) per occurrence. The policy provided under this provision shall have no exclusions or restrictions of any type that would preclude coverage related to cargo claims. Broker will be included as an additional insured as well as a Certificate Holder.

(c) Carrier shall maintain workman's compensation insurance as required by state law in connection with its transportation operations and services under this Agreement.

(d) Carrier shall furnish to Broker written certificates obtained from Carrier's insurance provider naming Broker as an additional insured and showing that such insurance has been procured, is being properly maintained, a list of the exclusions, the expiration date, and specifying that written notice of cancellation or modification of the policy shall be given to Broker at least thirty (30) days prior to such cancellation or modification.

(e) Carrier shall cause each subcontractor employed by Carrier with respect to this Agreement to purchase and maintain liability insurance of the minimum type specified above. When requested by Broker, Carrier will furnish copies of the certificates of insurance evidencing coverage for each subcontractor.

5. Broker agrees to pay Carrier for the transportation of freight moved under this Agreement at a rate mutually agreed upon in writing, by fax, or by electronic means, contained in Broker's Load Confirmation Sheet(s). Said Load Confirmation Sheet is to be signed by both parties.

Payment to the Carrier by the Broker shall prevail as the Contract rate of charge, and undercharge claims will not be honored unless presented within 60 days of the date of payment.

While the Parties may enter into other agreements, this Agreement shall prevail and control.

6. Broker and Carrier agree that this written bilateral contract is made in accordance with 49 U.S.C. §14101(b). Carrier hereby expressly waives any and all rights and remedies that Carrier may have under Part B of Subtitle IV (49 U.S.C. §13101 through 14914) that are contrary to specific provisions of this Agreement, provided, however, that nothing in this Agreement shall be construed as waiving any provisions governing Carrier's compliance with all statutory regulation, insurance and/or safety fitness requirements relative to motor carriers, such as Carrier. Broker expressly reserves all rights and remedies of Broker, Shipper or customers of shipper as set forth in 49 U.S.C. §14101(a), 14701 and 14704, inclusive. The fact that Carrier may provide common carrier services as part of its overall operations, and maintain schedules, rules, rates and charges relative thereto, shall have no applicability to the contract relationship between the parties created hereunder.

7. Carrier shall comply with all federal, state and local laws, including but not limited to, laws governing the safe operation of commercial vehicles, employment laws, occupational safety laws, workman's compensation law, and all federal, state and local laws. Carrier warrants that its equipment is maintained in good order, and is suitable for the transportation of the shipments tendered to it. As an independent contractor, Carrier agrees to defend, indemnify and hold harmless Broker and its customers from and against all fines or penalties and liabilities resulting from Carrier's failure to comply with such laws, rules, regulations, or ordinances. The parties agree that this Agreement is not intended to create a joint venture or an employment relationship. At all times hereto, the parties agree that the relationship between Carrier and Broker is that of an independent contractor.

8. Double brokering or rebrokering of any freight tendered to Carrier is strictly prohibited, unless agreed to in writing by Broker prior to rebrokering. Any bill for freight that is double brokered or rebrokered without prior approval will be void and will not be paid. In the event that Carrier rebrokers freight tendered to it by Broker, without Broker's consent, Carrier shall remain liable for the freight and any associated damages with the movement of the freight as stated in Paragraph 9 of this Agreement.

9. As required by law and regulations, the Carrier shall issue a Uniform Straight Bill of Lading to the Shipper, and the traffic shall move under the terms and conditions of the said Bill of Lading. Where there is a conflict between the Bill of Lading and this Contract, the provisions of this Contract shall prevail. Carrier shall issue all Bills of Lading in its own name and shall be liable to the owner of the freight for the actual loss and damage to that freight transported under this Agreement, while in the care or custody of the Carrier subject to the requirements of 49 U.S.C. §14706. All claims for loss, damage and/or salvage shall be handled and processed in accordance with the regulations of FMCSA as published in 49 C.F.R. §370.

It is agreed by the parties that Broker may offset any freight invoices for any loss, damages, pallet charges, cargo claims, or any other charges that are caused by the acts or omissions of Carrier in its performance under this Agreement.

Claims liability and payments are the responsibility of Carrier. Carrier will make prompt payment of all claims for damage. Upon receipt of a claim for loss or damage to cargo or losses or damages arising out of Carrier's transport of cargo, Carrier will acknowledge receipt of the claim within 15 days and will remit payment for claims for damage to the shipper within 30 days of the date of the claim. If the terms, conditions, or provisions of the bill of lading or any other shipping form utilized shall be in conflict, this Agreement shall govern.

10. Carrier agrees to defend, indemnify and hold Broker harmless from any and all demands, suits, claims and damages, including punitive damages, however caused, arising out of the execution or performance of work or any undertaking of Carrier pursuant to this Contract and whether caused by or arising from the sole or contributing fault or negligence or strict or vicarious liability of Broker or Carrier, including, but not limited to, indemnifying, holding harmless and defending Broker for: a) loss of or damage to Carrier's equipment; b) for claims, suits or losses resulting from injury, including death, sustained by Carrier or by any agents or employees of Carrier, or by any other person while acting in the capacity of the

driver, helper or passenger in connection with the operation of the equipment utilized herein or the work performed by the Carrier, including the payment by Carrier at Carrier's sole expense of any wages, workman's compensation benefits, medical or death benefits or expenses, unemployment compensation benefits, as well as any additional benefits paid under "No Fault" and "Personal Injury Protection" laws in any state; c)for any bodily injury, including death, property damage, or cargo damage or loss, fines and penalties, citations, pollution, or damages of any kind, including punitive damages arising out of the maintenance, use, or operation of the motor vehicle equipment utilized by Carrier herein, and d)for any loss or damage sustained by Broker or Broker's customer as a result of the sole, joint or contributory negligence, incompetence, or dishonesty of Carrier or Carrier's agents or employees. Carrier shall pay all costs, expenses, and attorney's fees that may be expended or incurred by Broker in remedy of Broker against the Carrier or in any litigation brought against the Broker because of any act, undertaking or omission of Carrier under or pursuant to this agreement. Broker agrees to indemnify, hold harmless and defend Carrier for losses from injury or damages to any agent or employee of Broker or any equipment or property of Broker while acting in the capacity of Broker and whether caused or arising from the sole contributing fault or negligence of Broker pursuant to this Contract.

11. Carrier will bill charges for transportation services directly to Broker and Carrier shall provide Broker with an original signed Bill of Lading and Delivery Receipt (or certified copy of same), plus a copy of the signed rate addendum in order to receive payment. Carrier must invoice Broker with the original Bill of Lading and Proof of Delivery within 60 days or forfeit payment.

Carrier agrees to look solely to Broker for any payment of freight and other charges owing it. Carrier agrees that its sole recourse in the event of nonpayment shall be against Broker, and not against any Shipper or customer of Shipper. Carrier expressly waives any and all claims Carrier may subsequently have against Broker's customers for payment of charges for services rendered by Carrier hereunder. Notwithstanding the foregoing, should any shipper hereunder become involved in a voluntary or involuntary bankruptcy filing, Carrier's waiver set forth herein shall be automatically and immediately revoked, and Carrier agrees to look solely to the shipper for any payment of freight and other charges owing it, and agrees that its sole recourse in the event of nonpayment shall be against the Shipper, and not against Broker.

12. Carrier agrees to support and protect Broker's efforts in performance of this Agreement by refraining from any direct or indirect contact or solicitation of or solicitation by Broker's customers. During the effective period of this Agreement and for a period of one (1) year after the termination of this Agreement, Carrier shall not directly or indirectly solicit shipments from any shipper, consignee or customer of Broker where (a)the availability of such shipments first became known to Carrier as a result of Broker's efforts or actions; (b)where the shipments of the shipper, consignee or customer of Broker were first tendered to Carrier by Broker; or (c)where Carrier became aware of the shipper, consignee or customer through the efforts or actions of Broker or under this Agreement. Additionally, carrier shall not accept any shipments directly from any shipper, consignee or customer during the effective period of this Agreement and for a period of one (1) year after the termination of this Agreement, even if the shipper, consignee or customer approaches Carrier. If Carrier breaches this agreement and back-solicits or otherwise solicits Broker's customers and obtains shipment(s) from such a customer, Broker shall be entitled for a period of one year from the time of such back solicitation or other solicitation to fifteen percent (15%) commission of the gross revenue handled in violation of this covenant, regardless of whether the charges were or are collected.

13. The relationship of Carrier to Broker shall, at all times, be that of an independent contractor, except that Broker shall be the agent for Carrier for the collection and payment of charges to Carrier. The Carrier authorizes Broker to invoice the customer, a consignee, or consignor, for freight charges on behalf of the Carrier and agrees that Broker, as their customer, is solely responsible for payment of all charges to the Carrier, subject to the provisions of Paragraph 10 of this agreement.

14. Carrier shall not withhold any Freight of Broker or Broker's customers on account of any dispute as to the rates, or any alleged failure of Broker to pay charges incurred under this Agreement. Carrier hereby waives and releases all liens that Carrier might otherwise have to any Freight of Broker or Broker's customers in the possession or control of Carrier. In the event Carrier breaches this term, Broker shall be entitled to fees and expenses associated with the recovery of the freight held as well as any damages to freight caused by the wrongful withholding, including but not limited to delay damages and spoilage.

15. The provision of this Agreement shall be binding upon and ensure directly to the benefit of the parties hereto and the consignor and consignee of all shipments transported hereunder and may be independently asserted and enforced by them. Obligations of this Agreement are separate and divisible and in the event that any clause is deemed unenforceable, the balance of the Agreement shall continue in full force and effect.

16. In addition to Confidential information protected by law, statute or otherwise, the Parties agree that all of their financial information and that of their customers, including but not limited to freight and brokerage rates, amounts received for brokerage services, amounts of freight charges collected, amounts of freight charges paid, freight volume requirements, as well as personal customer information, customer shipping or other logistics requirements shared or learned between the Parties and their customers, shall be treated as Confidential, and shall not be disclosed or used for any reason without prior written consent.

17. This contract is binding upon the parties hereto, their successors and assigns, and shall be construed under the Laws of the Commonwealth of Pennsylvania. Any litigation arising out of or as a result of this Agreement shall proceed in a federal or State court of competent jurisdiction sitting in and for the Commonwealth of Pennsylvania.

18. This Agreement shall be deemed to be effective on the date above and the parties agree that the provisions contained herein properly express and memorialize the complete understanding of the parties as contained in all prior agreements, both verbal or in writing. This Agreement shall be effective continuously until cancelled by written notice by either party having given notice to the other as stated in Paragraph 2 of the Agreement, at the address provided below.


Carrier: _____
Address: _____
Fax: _____

Broker Named Above
654 Enterprise Drive
Limerick, PA 19468
Fax: 866-893-3491

For the Carrier:

For the Broker:

By: _____
Authorized Signatory

By:  _____
Authorized Signatory

Print Name: _____
Its: _____

Print Name: Ken Lacey
Its: Vice President of Safety and Risk Management