

FREIGHT BROKER AGENT AGREEMENT

This **FREIGHT BROKER SALES AGENT AGREEMENT** ("Agreement") is made and entered into effective this ____ day of ____ 2022 by and among _____ (**name of Freight Brokerage**), _____ (**"Name of Freight Brokerage"**) and _____ (Agent).

WITNESSETH:

In consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Definitions.** As used in this agreement, the following capitalized terms or phrases shall have the meanings set forth in this paragraph:

A. **"Carrier"** means any trucking or hauling company registered with the Federal Motor Carrier Safety Administration as freight motor carrier with which Agent (as agent of **name of Freight Brokerage**) contracts with to perform the services described in a Customer Contract as defined below.

B. **"Carrier Contract"** means any contract or agreement between Agent (as agent of **name of Freight Brokerage**) and a Carrier for the performance of the services described in a Customer Contract.

C. **"Customer"** means any individual or entity with which Agent (as agent of **name of Freight Brokerage**) enters into a Customer Contract. Such term shall include, but not be limited to, any of the companies listed on Exhibit A attached hereto.

D. **"Customer Contract"** means any agreement with a customer for the hauling of freight which is procured by Agent (as agent of **name of Freight Brokerage**) and to be performed by a Carrier pursuant to a Carrier Contract.

2. **Appointment as Freight Broker Sales Agent.** **Name of Freight Broker** hereby appoints Agent as freight broker sales agent of **name of Freight Brokerage** and Agent hereby accepts such appointment, for the purpose of selling brokered freight hauling services for **name of Freight Brokerage**. Said appointment is limited to Agent's appointment and operation as an agent working under **name of Freight Brokerage** and not as a broker. **Name of Freight Brokerage** is licensed with the Federal Motor Carrier Safety Administration as a freight Broker. The term of this Agreement shall be for a period of **two (2) years** following the execution hereof. However, **name of Freight Brokerage** may terminate this Agreement at any time with or without cause upon not less than thirty (30) days written notice to Agent and upon payment of all Commissions which are, under the terms contained herein, payable by **name of**

Freight Brokerage to Agent upon the effective date of such termination. The services Agent performs for **name of Freight Brokerage** as an agent for the purpose of brokering freight hauling services shall be **exclusive** to **name of Freight Brokerage**. During the term of this Agreement and any extension hereof, Agent shall not work, serve, or operate as an agent for the purpose of brokering freight hauling services for any other entity or individual. **Name of Freight Brokerage** acknowledges that Agent can book freight on trucks both as a fleet owner for his own trucks and in the capacity as a booking agent. Neither of these activities shall be considered a breach of the above restriction.

3. **Approval of Contracts.** Agent shall present all proposed Customer Contracts and Carrier Contracts to **name of Freight Brokerage** before presenting any Customer Contract or Carrier Contract to any customer. **Name of Freight Brokerage** shall review and approve **in writing** all Customer Contracts and corresponding Carrier Contracts prior to Agent's execution of such contracts as agent for **name of Freight Brokerage**. Once such Customer Contracts and corresponding Carrier Contracts are approved **in writing** by **name of Freight Brokerage**, Agent may execute such contracts by signing on behalf of **name of Freight Brokerage**, as an authorized agent for **name of Freight Brokerage**. Written approval by **name of Freight Brokerage** with regards to such Customer Contracts and corresponding Carrier Contracts may be delivered in electronic form including fax and/or email.

4. **Payments from Customers/to Carriers.** All payments due under any Customer Contract shall be paid directly from the Customer to **name of Freight Brokerage** on or before the date when due under each Customer Contract which date shall **not be more than sixty (60) days after completion of each Customer Contract**. Likewise, all payments due to Carriers under any Carrier Contract will be made by **name of Freight Brokerage** to the Carrier on or before the date when due under each Carrier Contract.

5. **Commission.** As consideration for Agent's work as an agent of **name of Freight Brokerage** in procuring the Customer Contracts and coordinating the Carrier Contracts and performing his obligations pursuant to this Agreement, **name of Freight Brokerage** shall pay a commission on a **weekly basis** to Agent on each load as defined in **Appendix A**. Said commissions shall be paid by **name of Freight Brokerage** to Agent by the 15th of the month following the end of each calendar month and shall be based upon Customer Contracts and Carrier Contracts executed during the preceding calendar month and for which all documentation required by **name of Freight Brokerage** to invoice, including signed Carrier Contracts, signed Customer contracts, signed bill of lading, and signed proof of delivery has been collected by **name of Freight Brokerage** or is reasonably believed to be forthcoming. In the event that **name of Freight Brokerage** does not collect on any Customer Contracts within **sixty (60) days** of their completion despite their reasonable best efforts then an amount equal to any commissions previously paid on such uncollected amounts shall be deducted from Agent's weekly commission payments until fully recouped.

6. **Authority of Agent.** Agent shall have all authority, reasonable and/or necessary, to solicit and procure Customer Contracts and to solicit and procure corresponding Carrier Contracts on behalf of **name of Freight Brokerage**. However, as set forth in Section 3 hereof, Agent may not enter into any Customer Contract or Carrier Contracts on behalf of **name of Freight Brokerage** without first obtaining **written approval** of each Customer Contract or Carrier Contract from an authorized representative of **name of Freight Brokerage**. **Name of Freight Brokerage** hereby appoints and designates _____ (**full name of authorized representative**) as its authorized representative for the approval of such contracts. Agent is **specifically not authorized** to enter into any

contracts on behalf of name of Freight Brokerage outside of the scope of his activities as name of Freight Brokerage's agent for freight brokerage services as defined by this Agreement. Additionally, without limitation, **Agent shall not enter into:** (i) any agreements for the purchase of products or services; (ii) any agreements relating to employment of any person or entity or sub-agency agreements; or (iii) any agreements relating to the borrowing of money, lending of money or the acquisition of property (real or personal). Should Agent breach this covenant and engage in activities outside of the scope of his authority as agent as granted hereunder and such activities result in any **claim** against name of Freight Brokerage or payment made by name of Freight Brokerage, then Agent, personally, agrees to fully indemnify, repay, and hold name of Freight Brokerage harmless from and against any and all such claims, damages or amounts paid, including name of Freight Brokerage's reasonable attorney's fees.

7. **Covenants, Representations and Warranties of Agent.** To induce name of Freight Brokerage to enter into this agreement and to perform the actions set forth above, Agent represents and warrants to name of Freight Brokerage as follows:

- (a) The execution and delivery of this Agreement does not violate any agreement to which Agent is a party or to which he is subject;
- (b) Agent will provide sufficient information to name of Freight Brokerage for name of Freight Brokerage to determine the creditworthiness of all Customers and prospective Customers and, for the term of this Agreement, Agent will diligently relay to name of Freight Brokerage any information acquired by Agent which may relate to or effect any Customer's ability or inability to pay under a Customer Contract; and
- (c) Agent will, for so long as there are any amounts owed but unpaid under any Customer Contract, cooperate with name of Freight Brokerage and provide reasonable assistance to name of Freight Brokerage in its efforts to collect such amounts owed from any Customer.

8. **Indemnification of name of Freight Brokerage.** Agent shall indemnify, defend and hold name of Freight Brokerage harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, losses, or reasonable attorney's fees (including, without limitation, diminution in value of the name of Freight Brokerage brand, goodwill or business relationships) which may arise as a result of any breach of this Agreement by Agent, the negligence and/or misconduct of Agent in the performance of his duties pursuant to this Agreement any activities of Agent, as agent for name of Freight Brokerage, which are outside the scope of his agency granted hereunder in this Agreement.

9. **Confidentially.** Agent hereby covenants and agrees that he will protect and maintain in confidence any and all information related to the business of name of Freight Brokerage which he may acquire in the course of performing his duties pursuant to this Agreement. Such information (the "**Information**") includes but is not limited to information relating to: (i) current and prospective customers; (ii) pricing; (iii) marketing techniques; (iv) business relationships and contacts; (v) vendors; (vi) suppliers; (vii) financial information; or (viii) information relating to the corporate structure of name of Freight Brokerage, including expansion plans and/or mergers and acquisitions (collectively, the "**Information**"). Agent shall take all measures necessary to safeguard and protect the Information against disclosure to any third party. Agent shall not divulge the "**Information**", or any part thereof, to

any person or entity unless specifically authorized in writing by a duly authorized representative of **name of Freight Brokerage**. Agent agrees that his breach of any of the foregoing obligations with regard to the **“Information”** may cause irreparable injury to **name of Freight Brokerage**, and there can be no adequate remedy at law for any breach of such obligations. Agent, therefore, agrees that, upon any such breach or any threat thereof, **name of Freight Brokerage** shall be entitled to seek appropriate equitable relief in addition to whatever remedies it might have at law, including, but not limited to, injunctive relief which may be brought to enforce any provision of this Agreement, without the necessity of proof that **name of Freight Brokerage’s** remedy at law is inadequate. If **name of Freight Brokerage** is compelled to bring an action to enforce any provision of this Agreement and a court of competent jurisdiction determines that Agent breached any such provision, Agent agrees to pay **name of Freight Brokerage’s** court costs and attorney’s fees.

10. **Assignment.** Agent may not assign this Agreement or any rights or obligations hereunder without the prior written consent of **name of Freight Brokerage** which consent may be withheld in **name of Freight Brokerage’s** sole discretion. **Name of Freight Brokerage** may assign this Agreement without Agent’s consent to an affiliated entity or any entity which purchases substantially all of the assets or membership interests of **name of Freight Brokerage**.

11. **General Provisions.** The following miscellaneous provisions are applicable to this agreement:

(a) This agreement shall be interpreted and construed in accordance with the laws of the State/Commonwealth of _____ without regard to conflicts of laws principles;

(b) If either party shall engage the services of an attorney in order to enforce the provisions of this Agreement or as a result of a breach of this Agreement, then the party prevailing in any such action shall be entitled to recover reasonable attorneys’ fees and all costs and expenses reasonably incurred in connection with the enforcement of this Agreement.

12. **Notices.** All notices or other written communications required or permitted to be given hereunder (**with the exception of Customer and Carrier Contract approvals which may be faxed or emailed**) shall be in writing and shall be delivered by hand delivery, or sent postage prepaid by first class mail, or deposited with reputable overnight courier service, and shall be deemed given when so delivered by hand, or if mailed, on the third (3rd) business day after mailing, or if deposited with overnight courier, one (1) business day after depositing of same; as follows:

To **name of Freight Brokerage**:

Name of Freight Brokerage of _____

Attn: **Representative**

To Agent:

Agent:

13. **Independent Contractor.** Agent acknowledges that he is an independent contractor, separate and apart from **name of Freight Brokerage** and nothing contained herein shall operate to create any employment relationship, partnership, joint venture or similar relationship between Agent and **name of Freight Brokerage**. Agent will be responsible for all actual or incidental costs related to his performance of his responsibilities of this Agreement and Agent will not receive or request any reimbursement other than as set forth on **Exhibit A**. As such, Agent shall be solely responsible for the payment of all federal, state, or local income taxes, unemployment taxes, Social Security contributions, Worker's Compensation premiums, and all similar taxes and payments concerning or relating to Agent's performance of this Agreement.

14. **Counterparts.** This Agreement may be executed in one or more counterparts, and by different parties hereto in separate counterparts, each of which, when executed shall be deemed to be an original, but all of which taken together, shall constitute one and the same instrument.

15. **Entire Agreement.** This Agreement contains all agreements, understandings, conditions, warranties, and representations of any kind, oral or written, between the parties hereto, and constitutes the entire and final agreement between them with respect to the subject matter addressed herein. Accordingly, all prior agreements, understandings, conditions, warranties, and representations of any kind, oral or written, are hereby superseded and canceled by this Agreement.

16. **Mediation, Choice of Venue.** If any dispute arises pursuant to this Agreement, the parties agree to participate in mediation in _____ **(location of mediation)** within **thirty (30) days** of the date that either party requests mediation. If the parties cannot agree to a mediator, each party shall choose a mediator in _____ **(location of mediation)**, and each of those two will select one person from _____ **(location of mediation)** to serve as the mediator. The parties agree that the venue for any lawsuits arising to of this Agreement that are not resolved by mediation shall be the _____ and the parties' consent to the venue, personal jurisdiction and subject matter jurisdiction of the _____ as the sole **venue for litigation** of any disputes related to this Agreement.

17. **Direct Agent and Employees of Agent,** Should Agent break up the agency then **name of Freight Brokerage** could hire direct employees or contractors of Agent without any conflict or delay.

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the day and year first above written.

Name of Freight Brokerage

By: _____

Name of Representative – Owner & CEO

Agent

By: _____

Name of Agent – Freight Agent

EXHIBIT A

Commission Schedule

- Agent shall receive **50%** of the **net profit margin** for each load moved by the agent of **name of Freight Brokerage's** brokerage of the Agent's customers if agent is hired with **two clients or less**.
- Agent shall receive **70%** of the **net profit margin** for each load moved by the agent of **name of Freight Brokerage's** brokerage of the Agent's customers if agent is hired with **three clients or more**.
- **Name of Freight Brokerage** shall make a minimum of **30%** per load on each load moved by Agent

Exiting conditions

- **Name of Freight Brokerage** shall keep half of clients gained by agent while under contract with **name of Freight Brokerage**. Agents will have the option to choose which clients they will exit with. Clients left with **name of Freight Brokerage** will have to have been active for **at least 90 days** before termination or written resignation or **name of Freight Brokerage** reserves the right to choose the clients to make up the number of clients agreed upon.
- **Name of Freight Brokerage** will not have any claim to shippers or clients brought in, not gained under contract, by an agent unless a written deal is made between **name of Freight Brokerage** and agent.