

Ford Trucking LLC
MC # 879109
DOT # 2530009

Broker Agreement

This agreement shall govern the services provided by _____, a licensed and authorized motor carrier pursuant to DOT # _____ and MC # _____ (Hereinafter referred to as "carrier"). And Ford Trucking LLC, a licensed property broker pursuant to DOT # 2530009 and MC # 879109 (Hereinafter referred to as "broker"). Broker and carrier agree that notwithstanding other provisions, carriage documents or regulation to the contrary, this agreement shall govern carrier's performance and obligations pertaining to transportation services for freight tendered to carrier hereunder.

1. **Broker Status:** Broker is a freight broker which arranges for third party motor carriers to provide cargo transportation for its customers, in accordance with its role as legally defined under 49 U.S.C. 13102. Definitions (2), 49 C.F.R. 371.2 and 49 U.S.C. 14501(c)(1).
2. **Carrier Status, Rights and Responsibilities:** Carrier will perform its transportation services for broker and its customers as an independent contractor and will not for any purpose be the agent of the broker or the broker's customers. Carrier has exclusive control and direction of the work carrier performs pursuant to this agreement. Carrier will not contract or take other action in broker's name without broker's prior written consent.
 - a. Carrier agrees to assume full responsibility for the payment of all local, state, federal and intra-provincial payroll taxes, and contributions or taxes for unemployment insurance, worker's compensation insurance, pensions, and other social security or related protection with respect to the persons engaged by carrier for carrier's performance of the transportation and related services, and carrier shall indemnify, defend and hold broker, and its customer harmless therefrom. Carrier shall provide broker, with carrier's federal tax ID number and a copy of carrier's IRS form W-9 prior to commencing any transportation or related services for broker, under this agreement.
3. **No Right to Lien or Delay Release of Cargo or Equipment:** Carrier will not assert any lien or make any claim on any cargo or equipment, and no lien will attach against broker, its customers or any cargo or equipment, for failure of broker, the customer or any other third party to pay carrier for charges due to carrier.
4. **Waiver of Rights:** Carrier shall, notwithstanding any other terms of this agreement, expressly waive all rights and remedies under Title 49 U.S.C., subtitle IV, Part B to the extent they conflict with this agreement.
 - a. **Sub-contract Prohibition:** Carrier expressly agrees that all freight tendered to it by broker shall be transported on equipment operated only under the authority of carrier, and that carrier shall not in any manner sub-contract, broker, or in any other form arrange for the freight to be transported by a third party without the prior written consent of the broker. If carrier breaches this provision, broker shall

- have the right of paying the money it owes to the carrier directly to the delivering carrier, in lieu of payment to carrier. Upon broker's payment to delivering carrier, carrier shall not be released from any liability to broker under this agreement. In addition to the indemnity obligation reflected in this agreement the carrier will be liable for consequential damages for violation of this clause of the agreement.
5. **Authorities and Licenses; Compliance with laws:** Carrier warrants that it will provide physical transportation of shipments as a fully qualified motor carrier that holds all required federal and state operating authorities. If carrier's safety rating changes at any time during this contract's term or if carrier is sold, merges or dissolves or experiences a change in control of ownership, carrier will notify broker immediately (within 24 hours). Carrier will comply with applicable federal, state and/or local laws and regulations (including obtaining all permits and licenses), and any representations or contractual clauses required thereby will be incorporated by reference or by operation of law in this contract.
 6. **Booking Confirmation:** Carrier shall transport shipments arranged by broker pursuant to carrier load or booking confirmation.
 7. **Compensation:** Broker shall pay carrier for services rendered in the amount of \$80.00 per hour. Carrier must submit proof of delivery with invoices to broker as a precondition of payment for services hereunder. Payment terms shall be weekly contingent on Broker receiving paperwork from carrier daily. The first week is held back.
 - a. Carrier agrees that the broker is the sole party responsible for payment of carrier's invoices and that, under no circumstance, will carrier seek payment from other parties, to include the shipper or consignee.
 8. **Insurance:** Carrier agrees to provide any insurance coverages required by any government body for the types of transportation and related services specified in load confirmation communications received from broker. All insurance required by this agreement must be written by an insurance company having a Best's rating of "B+" VII or better and must be authorized to do business under the laws of the state in which carrier provides the transportation and related services as specified in load confirmation communications received from broker. Carrier's insurance shall be primary and required to respond and pay prior to any other available coverage. Carrier agrees that carrier, carrier's insurer(s), and anyone claiming by, through or under carrier shall have no claim, right of action, or right of subrogation against broker, its affiliates, or its customer based on any loss or liability insured under the insurance stipulated herein. Carrier represents and warrants that it will continuously fulfill the requirements of this section throughout the duration of this agreement. Broker shall be notified in writing by carrier's insurance company at least thirty (30) days prior to the cancellation, change or non-renewal of the submitted insurance policies. Carrier shall at all times during the term of this agreement have and maintain in full force and effect, at its expense,)i) Motor Truck Cargo insurance or a superior equivalent, with limits for the full value of the cargo under carriage subject to a minimum limit never less than \$100,00.00 per shipment, a deductible no greater than shipment while in storage or at a storage facility enroute to the consignee, (ii) Commercial Automobile Liability insurance with a combined single limit of not less than \$1,000,000.00 per occurrence and without aggregate limits, (iii)

Commercial General Liability Insurance, in a limit of not less than \$1,000,000.00 per occurrence, (iv) Worker's Compensation Insurance in the amounts required by statute, and employer's liability insurance with limits not less than \$500,000 per occurrence. During this contract's term, the insurance policies required hereunder and replacement policies will insure the interests of broker and , cover all drivers, equipment and cargo used in providing transportation services and not contain any exclusions or restrictions as to designated premises or project, pertaining to unattended fraud or infidelity, for tarp warranty, for wetness or dampness, for geographical location in the United States, for trailers unattached to the power unit, or for particular radius of operation.

9. **Indemnification:** Carrier will indemnify, defend and hold harmless broker, its affiliates and its customers (as intended third party beneficiaries) from any and against all losses (as defined below) arising out of or in connection with the transportation services provided under this contract, including the loading, unloading , handling, transportation, possession, custody, use or maintenance of cargo or equipment or performance of this contract (including breach hereof) by carrier or any carrier representative. Carrier's obligation to indemnify and defend shall not be affected by alleged negligence or willful misconduct of broker, its affiliates or customers. It is the intent of the parties that this provision be customers to the maximum extent permitted by law. If this provision is found in any way to be overboard, it is the parties intent that this provision be enforced to allow indemnification to the maximum extent permissible. "Losses" mean any and all losses, liabilities, obligations, personal injury, bodily injury, property damage, loss or theft of property, damages, penalties, actions, causes of action, claims, suits, demands, costs and expenses of any nature whatsoever, including reasonable attorneys' and paralegals' fees and other costs of defense, investigation and settlement, costs of containment, cleanup and remediation of spills, releases or other environmental contamination and costs of enforcement of indemnity obligations.
10. **Carrier's Cargo Liability:** Carrier assumes full liability for the greater of replacement cost or invoice value for loss, damage or destruction of any and all goods or property tendered to carrier by broker, and for the full course of carriage. Carrier shall inspect each load which is not in suitable condition, it shall notify broker, immediately. Cargo which has been tendered to carrier intact and released by carrier in a damaged condition, or lost or destroyed subsequent to such tender to carrier, shall be conclusively presumed to have been lost, damaged or destroyed by carrier unless carrier can establish otherwise by clear and convincing evidence. Deliveries with broker seals shall be rejected and declared a total loss for which the carrier is held responsible. Carrier shall either pay broker directly or allow broker to deduct from the amount broker owes carrier, the amount of customer's full actual loss.
 - a. Carrier shall waive any and all right of salvage or resale of any of customer's damaged goods and shall, at broker's reasonable request and direction, promptly return or dispose, at carrier's cost, any and all of customer's damaged and goods shipped by carrier.
11. **Non Solicitation of Customers:** During this contract's term and for 9 months after its termination, carrier will not, and will cause the carrier representatives not, to directly or indirectly solicit or provide transportation services to any customer without the broker's

written consent if (a) that customer first became known to carrier as a result of broker's engagement of carrier, (b) the type of transportation services, such as the origins and destinations served or commodity types, provided to that customer first became known to carrier as a result of broker's engagement of carrier, or © the first carrier or any carrier representative, solicits a customer in violation of this section, carrier shall pay to broker as a commission 10% of the total charges, with a maximum of \$200.00 per shipment, for transportation services provided by carrier to such customer.

12. 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. By signatory hereto, carrier represents that it has the authority and ability to enter into legally binding contracts and that carrier agrees to be bound by the terms and conditions of this agreement effective immediately.

Ford Trucking LLC

Broker

Vincent Ford

Vincent Ford

[Signature]

Witness

Date: 2/9/26

Carrier

Representative

Date