AGREEMENT FOR TRANSPORTATION SERVICES

AGREEMENT made as of_____, by and between _____ a(n)_____ corporation/company having its principal office located in _____ _____ **("Carrier")** and **Transportation Management Systems, LLC. (TMS)** a Kentucky company, having its principal office at 803 N. Dixie, #212, Elizabethtown, KY., 42701.

TMS, which is a duly authorized Freight Broker under MC# 509788, and Carrier, agree that Carrier which is a duly authorized motor carrier under MC#_____, will furnish drivers and equipment necessary to perform transportation services (the **"Services"**) for TMS on the within terms and conditions.

1. Term: The term of this Agreement shall be effective from the date hereof and shall be operative upon tender of traffic to Carrier. This Agreement shall thereafter continue in effect for one (1) year from the date listed above, and shall be subsequently renewed annually upon expiration. Either party shall serve written notice on the other party of termination at least thirty (30) days prior to the date of termination.

2. Services, Rates and Locale: The Services will be performed at initial rates described in a document known as the "Freight Rate Agreement" and will be applicable to any and all shipments. This Agreement is national in application and applies to Services originating as agreed upon and in writing.

3. Receipts, Bills of Lading and Freight Invoices. Carrier shall issue and sign a receipt for each shipment in the form required by TMS. If, TMS elects to use a Bill of Lading or other form of freight receipt for each shipment, any terms, conditions or provisions of such bill of lading or other form shall be subject and subordinate to the terms of this Agreement and, in the event of a conflict, this Agreement shall prevail.

Upon delivery of each shipment, Carrier shall obtain a receipt from the consignee, in a form required by TMS, showing the goods delivered, the condition of such goods and the date and time of delivery.

All freight invoices are to be sent to:
Transportation Management Systems, LLC.
803 N. Dixie, #212
Elizabethtown, KY. 42701

Upon receipt and audit of a mileage-based invoice from Carrier to TMS, mileage will be calculated and paid in accordance with the most current PC Miler Mileage Guide, in effect as of January 1, 2005.

4. Relationship: Carrier will provide motor vehicles and drivers necessary to perform the Services. TMS will not be responsible for the recruiting, hiring, discipline or termination of said drivers. The relationship between the parties will be, at all times, that of independent contractors, which status governs all relationships between Carrier, TMS, and other third parties.

5. Loss or Damage to Goods: Carrier will be responsible for any loss or damage to goods and containers in Carrier's care, custody and control. Carrier will not be liable to TMS, its employees or agents, where such loss or damage is caused by an event of Force Majeure per Section 7 below, the acts of TMS, its employees or agents, the acts of third parties or the inherent vice or nature of the goods, nor will Carrier will be liable for goods damaged prior to pickup by Carrier. Carrier will be afforded a reasonable opportunity to inspect damaged goods and/or investigate claims. If Carrier pays any claim of TMS, Carrier or its insurer will take title to the goods and/or obtain credit for the salvage value as mutually agreed. Claims by TMS must be presented in writing to Carrier no longer than the later of (a) nine (9) months after delivery of the goods by Carrier, (b) nine (9) months after TMS is

notified by Carrier that loss or damage has occurred, or (c) nine (9) months after TMS discovers such loss or damage. No legal action my be maintained by TMS against Carrier for loss or damage to goods unless timely written claim has been made as provided above and, in any event, unless such action is commenced within the earlier of (a) 2 years after the date of delivery by Carrier or (b) 2 years after TMS is notified that loss or damage has occurred. The Carrier will formally acknowledge a written claim within thirty (30) days of receipt of notice and agree to pay or decline said claim within ninety (90) days of receipt of the original notice.

6. Insurance; Damages. Carrier will maintain policies of insurance as follows: (a) automobile bodily injury and property damage on vehicles utilized hereunder in the amount of $1,000,000 combined single limit for each occurrence or any such higher amount as required by applicable law, regulation, or public authority; (b) all risk cargo with a limit of at least $100,000 per trailer; (c) $500,000 employer's liability; (d) statutory amounts of worker's compensation; (e) commercial general liability (including contractual liability) for bodily injury and tangible property damage with a combined single limit of at least $1,000,000 per occurrence. Carrier will furnish TMS with a Certificate of Insurance evidencing such coverage and will notify the applicable insurer of any claim or accident as soon as is practicable. The policies required by subparagraphs (a) through (c) and (e) must provide that TMS is named as an additional insured and/or certificate holder. The policies must also provide that TMS shall receive no less than thirty (30) days notice prior to any policy termination.

TMS shall not be liable to the Carrier, its Insurance company, or any other party for any consequential, indirect or punitive damages arising from actions by the Carrier which result in injury, death, or damage to any persons, cargo, or equipment. TMS does hereby recognize that the Carrier meets the qualifications of a Motor Carrier, set forth in the Federal Motor Carrier Safety Regulations and does hereby expect the Carrier to follow such regulations in the operations of Carrier's equipment when transporting shipments for TMS.

7. Force Majeure. Carrier will not be responsible for delay or non-performance hereunder if Carrier is unable to perform because of an Act of God, war, public enemies, seizure under legal process, fire, floods or other catastrophes, strikes, lockouts, labor disorders, riots, sabotage, explosion, acts of terrorism, closing of public highways, civil commotions, governmental interference or regulations, epidemics or quarantine restrictions, the act or default of TMS, or any other reason of a similar or dissimilar nature beyond Carrier's reasonable control.

8. Compliance. Carrier will at all times comply with all applicable federal, state and municipal laws and regulations. Carrier will procure and maintain all necessary and applicable operating authorities and licenses and agrees to follow all rules and regulations set forth within the Federal Motor Carrier Safety Regulations.

9. Automatic Default. In the event bankruptcy, receivership, insolvency, reorganization, dissolution, liquidation or other similar proceeding is instituted by or against either party under the United States Bankruptcy Code or other law of the United States or any state, then the other party may, without notice or demand, terminate this Agreement and exercise all rights granted under applicable law and this Agreement.

10. Applicable Law; Notices. The parties agree that the laws of the State of Kentucky govern this Agreement. Notices hereunder will be sent to the other party's officer signing this Agreement, at the address indicated.

11. **Entire Agreement; Headings.** Pursuant to 49 USC 14101(b)(1), the parties expressly waive all rights and remedies provided under the Interstate Commerce Commission Termination Act of 1995; provided that, this waiver shall not apply to the provisions of Section 13710, relating to additional billing and collecting practices. This Agreement, together with any schedules, exhibits and attachments constitutes the entire agreement between the parties, supersedes any prior agreement for transportation services or any applicable tariffs, and may not be amended or changed except by compliance with paragraph 2. Any tariffs published by Carrier shall not be relied upon to supplement this Agreement. Either party's failure to enforce any provision of this Agreement shall not be construed as a waiver thereof or as excusing future performance. The headings herein are for convenience only and are not to be construed as interpretive or as a substantive part of this Agreement.

12. **Confidentiality.** The terms and provisions of this Agreement are confidential and proprietary and either party shall reveal only so much of its contents as shall be required by law.

13. **Back-Solicitation.** Carrier acknowledges that TMS has put forth substantial time and resources in order to secure shipper, cargo, and opportunities provided to Carrier. Carrier is prohibited from soliciting, arranging, or otherwise calling upon the accounts of TMS for a period of 1 year following the termination of this contract, regardless of who initiates the termination. If a violation of this provision is found, the Carrier shall pay TMS the sum of 10% of any and all shipments arranged for, provided by, transported, or operated within or by the Carrier and/or its agents, during the term set forth above.

14. **Execution in Counterparts; Facsimile Signatures.** This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become a binding agreement when one or more counterparts have been signed by each party and delivered to the other parties. A signature to this Agreement or a Schedule delivered by telecopy or other artificial means shall be deemed valid and each party agrees to manually sign a copy of such signature and deliver such original document within ten (10) business days after such telecopy or other signature is delivered.

The parties have caused this Agreement to be executed by their duly authorized representatives:

AGREED:

Transportation Management Systems, LLC.

By:_____
Michael R. Hall
President

803 N. Dixie, #212
Elizabethtown, KY. 42701
270-763-9249 (Main)
michael.hall@transportationsystems.org
www.transportationsystems.org

Dated:_____

_____

By:_____

Name Printed:_____
Title:_____

_____
_____
Telephone No.: _____
Facsimile No.: _____

Dated:_____