

TRUCKING CONTRACT

This Trucking Contract (hereinafter referred to as the "Contract") is entered into on _____ (the "Effective Date") by and between

CLIENT:

(the "Client"),
Name: _____

Address: _____

Representative: _____

Email/Phone number: _____

CARRIER:

(the "Carrier"),
Name: _____

Address: _____

Representative: _____

Email/Phone number: _____

SUBJECT OF THE CONTRACT. The Carrier agrees to furnish the transportation services (the "Services") of the Shipment requested by the Client in accordance with the provisions of this Contract. The Carrier shall provide the following Services:

- Small haul, or less-than-truckload freight shipping (LTL).
- Full Truck Load (FTL) transportation.
- Other: _____

The Services shall be performed at the locations designated by the Client, namely transportation shall take place from _____ to _____.

For the purpose of this Contract, the Shipment refers to cargo transported according to the terms and conditions herein, including all pieces accepted on a bill of lading.

The Services will be rendered according to the following schedule:

Start date: _____.

Mileage: _____ miles.

Date of delivery: _____.

Other conditions: _____.

PAYMENT TERMS AND PROCEDURE. The charges and payment terms for the Services performed hereunder shall be as follows: (choose one)

- Price per mile: _____
- Price per pound: _____
- Lump sum: _____
- Other payment terms _____

The payments should be made daily weekly biweekly monthly when invoiced on the day of delivery.

All payments shall be made by _____ (Cash/Check/ACH/PayPal/etc.)

TERM AND TERMINATION. This Contract shall enter into full force on the Effective Date.

This Contract shall remain in full force and effect until: (choose one)

- the date of _____ (the "End Date").

for _____ from the Effective Date (the "**Service Period**").

The Contract shall expire automatically at the End Date after the termination of the Service Period.

Either Party has the right to terminate this Contract unilaterally, with or without cause, upon _____ days prior written notice to the other Party.

SHIPMENTS UNDER THE CONTRACT. Every Shipment tendered to the Carrier by the Client on or after the date of this Contract shall be subject only to the terms of this Contract and to the provisions of law applicable to trucking Services, regardless of whether the Carrier is allowed to operate or does operate as a common carrier.

BILLS OF LADING. Upon delivery of each Shipment, the Carrier shall prepare and/or obtain a receipt in a form acceptable to the Client, identifying the Shipment delivered, the condition of such Shipment, the location and party receiving the Shipment, and the date and time of delivery. If the Client elects to use a bill of lading for this purpose, any terms of the bill of lading, including but not limited to payment and credit terms, released rates, or released value inconsistent with the terms of this Contract shall be ineffective. Failure to issue a bill of lading or sign a bill of lading acknowledging receipt of the cargo by the Carrier shall not affect the liability of the Carrier.

FREIGHT LOSS OR DAMAGE. The Carrier shall have the sole and exclusive care, custody, and control of the Client's property from when it is delivered to the Carrier for transportation until delivery to the destination.

The Carrier assumes liability for loss, delay, and/or damage to the Client's property while under the Carrier's care.

In case of loss, delay, and/or damage to the Shipment, the Client shall submit a written notice of a Shipment claim to the Carrier within _____ days of the occurrence. Any claims submitted after the mentioned notice period shall be barred.

The payments by the Carrier to the Client or the Client's customer related to the provisions of this section shall be made within _____ days following receipt by the Carrier of the Client's invoice and supporting documentation for the claim.

The Carrier shall be liable for the full invoice value of the cargo but shall not be liable for any related costs or fees, including economic loss or consequential or incidental damages.

The provisions of this Section shall survive the termination or expiration of this Contract.

RELATIONSHIP BETWEEN THE PARTIES. The Parties to this Contract are independent contractors. Nothing in this Contract during its performance shall be interpreted to create an employment, agency, joint venture, or partnership relationship between the Client and the Carrier. The Carrier agrees to be an independent contractor solely responsible for performing the Services and an employing unit subject to and in compliance with all applicable tax, unemployment compensation, worker's compensation, and other laws, including all recordkeeping, wage payment, payroll withholding, and all other requirements for full compliance.

INJURIES. The Carrier represents and warrants that:

- The Carrier has the full right, power, and authority to enter into this Contract, grant the rights, and perform the obligations hereunder;
- The Carrier has obtained all necessary licenses, permits, approvals, and insurance required to perform the obligations under this Contract;
- The Carrier has properly secured and covered all the Shipment being transported from any weather, road, or other hazardous conditions during the

term of the Contract, including but not limited to All-Risk Cargo Insurance with a per-unit liability limit sufficient to cover the Shipment having a minimum value of \$ _____ and a maximum value of up to \$ _____.

DEFAULT. The occurrence of any of the following events shall constitute a default hereunder (the **Default**):

- The Client's failure to make a required payment within agreed-upon terms;
- The Carrier's failure to deliver Services in the time and manner provided for in the Contract;
- The insolvency or bankruptcy of either Party;
- Any other material breach of the Contract by either Party.

REMEDIES. In the event of the Default by the Client, the Carrier shall have the right to provide the Client with an appropriate written notice (the **"Default Notice"**) with a demand to cure the Default within _____ days. If the Client fails to meet the Carrier's requirements stated in the Default notice within a specified period, the Carrier shall be entitled to take any actions to protect the Carrier's interests. Specifically, the Carrier has the right to take protective and preventive measures, including but not limited to declaring all amounts under the Contract immediately due and payable and terminating the Contract unilaterally without prior notice specified in the Default Notice.

In the event of the Default by the Carrier, the Client has the right to provide the Carrier with an appropriate written notice (the **"Default Notice"**) with a demand to cure the Default within _____ days. If the Carrier fails to meet the Client's requirements stated in the Default Notice within a specified term, the Client shall be entitled to take any actions to protect the Client's interests. Specifically, the Client has the right to take protective and preventive measures, including but not limited to terminating the Contract unilaterally without prior notice as of the term specified in the Default Notice, provided that the Client has paid the Carrier for the amounts that have accrued under the Contract to the date of such termination.

The remedies provided in this Contract shall not be exclusive but shall be cumulative and shall be in addition to all other remedies in favor of the Client or the Carrier at law or in equity.

NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered personally or sent by registered mail, return receipt requested to the address or email address set forth in the opening paragraph or to such other address as one Party may have furnished to the other in writing.

Either Party may change its registered mail or email address for receipt of notices by giving written notice to the other Party. Notices shall be deemed received on the day of delivery if sent by hand or courier service or on the _____ business day from the date of posting if sent by registered mail or email.

FORCE MAJEURE. Neither Party shall be liable for any failure to perform or delay in performing the obligations under this Contract if such failure or delay is caused by events of force majeure, including but not limited to acts of God, war, terrorism, strikes, lockouts, labor disputes, pandemics, governmental regulations, or any other similar cause beyond the reasonable control of the affected Party.

In the case of force majeure, the affected Party shall immediately notify the other Party in writing and provide reasonable proof of the cause of the delay or inability to perform the obligations. The Party affected by force majeure shall endeavor to mitigate the

consequences of such circumstances and resume the performance of obligations as soon as possible after the circumstances cease to exist.

If the force majeure circumstances last more than _____ days, either Party may terminate this Contract by giving written notice to the other Party. In this case, neither Party shall be liable to the other Party for any damages arising from the termination of this Contract.

GOVERNING LAW AND DISPUTE RESOLUTION. This Contract shall be governed by and interpreted under the laws of the State of _____. Any disputes resulting from or relating to this Contract shall be exclusively resolved by the courts of the State of _____.

SEVERABILITY. The invalidity or unenforceability of any provision of this Contract shall not affect its validity or enforceability.

ENTIRE AGREEMENT. This Contract constitutes the entire understanding between the Parties and supersedes any prior oral or written agreements.

WAIVER. The failure of any Party to enforce a particular provision of this Contract shall not constitute a waiver of their right to enforce that provision in the future.

AMENDMENTS. This Contract may be amended or modified only by a written agreement signed by both Parties. Any amendments to this Contract shall be binding only if they are documented in writing and signed by both Parties.

BINDING EFFECT. This Contract shall be binding upon the Parties and their respective successors and assigns. Neither Party may assign this Contract or any of its rights or obligations hereunder without obtaining prior written consent from the other Party, which cannot be unreasonably withheld.

ADDITIONAL TERMS: _____

IN WITNESS WHEREOF, the Parties have executed this Contract as of the Effective Date.

Client's Name and Signature: _____

Carrier's Name and Signature: _____