

## KRSK BROKERAGE/CARRIER AGREEMENT

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2005, by and between KRSK Enterprises, LLC, a Colorado Limited Liability Corporation, with offices at 1240 S. Parker Road, Denver, CO 80231, hereinafter called "Broker", and \_\_\_\_\_, a \_\_\_\_\_ Corporation, with offices at \_\_\_\_\_, hereinafter called "Carrier".

WITNESSETH THAT: The parties have mutually agreed as follows:

1. That Broker hereby engages Carrier, for the duration of this Contract, to transport a series of shipments, but not less than one (1) truckloads annually, and Carrier shall promptly render such services whenever and wherever called upon, within the limit of its equipment and facilities. The service rendered shall be consistent with the Broker authority held by Broker in License MC-391534 and the contract carrier authority held by Carrier in Permit MC-\_\_\_\_ or extensions or additions thereto, between points and for the commodities more particularly described in Schedule A (the Load Confirmation Sheet), supplements thereto and reissues thereof.

Carrier shall provide service to meet the unique, distinct needs of the Broker, which shall include, but not be limited to, driver loading/unloading, overnight delivery, stops in transit, weekend/holiday shipments, simplified or special rate systems, pallet exchange, and protective service.

During the period of time this Contract is in effect, it is understood that the Carrier is providing contract motor carrier service and all shipments rendered to the Carrier on behalf of Broker which are within the Schedule described in paragraph two (2) hereof will be subject to this Contract.

2. That the transportation services performed hereunder are to be compensated on the basis of the provisions and the rates and charges as are more particularly described in Schedule A (the Load Confirmation Sheet) and supplements thereto wherein the parties mutually agree to changes in such rates and charges and reissues thereof. Carrier shall bill the Broker for the freight charges and shall not bill the shipper or consignee of the cargo.

3. The Broker and the Carrier agree to comply during the life of this Contract with all the rules and regulations of the Interstate Commerce Commission governing the filing and approval of surety bonds and policies of insurance. The Carrier's Cargo Policy will list Smart Lines as a Certificate Holder named as an additional insured.

4. This Contract shall remain in effect until the last day of the now current year and from year to year thereafter. The Contract may be terminated by either party upon thirty (30) days notice to the other. Written notice shall be by certified mail delivered to the address shown in this Contract.

5. Neither Broker nor Carrier shall be liable for any loss, damage, delay or failure to perform caused by acts of God, public enemy, revolutions or other disorders, wars, strikes, fires, floods, or any other cause not within the control of the party. Carrier shall be liable for loss or damage to the cargo. The procedures for handling loss and damage claims shall be as set forth by the Interstate Commerce Commission in its order of February 3, 1972, in Appendix E to Ex Parte 263.

6. The Broker shall issue a Bill of Lading for each shipment and the terms thereof are to be incorporated herein except when such terms are contrary to the provisions of this Contract; in such event the provisions of this Contract shall control. This Contract shall be governed by the laws of the State of Colorado, both as to interpretation and performance.

7. The provisions herein will not result in an adverse effect on the quality of the human environment. The provisions hereof are confidential and shall not be disclosed to third parties by either party upon obtaining the prior written consent of the other.

8. During the term of this Contract and for the period of one year after its termination, Carrier shall not solicit traffic from any shipper, consignor, or customer of Broker where (1) the availability of such traffic first became known to Carrier as a result of Broker's efforts, or (2) where the traffic of the shipper, consignor, consignee, or customer of the Broker was never previously hauled by Carrier. If Carrier "back solicits" Broker's customers, and obtains traffic from such back solicitation, Broker is entitled, during the term of this Contract and for a period of fifteen (15) months after its termination, to a commission from Carrier of ten (10) percent of the transportation revenue received by Carrier on such movement.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first written above.

**BROKER:**

**CARRIER:**

**KRSK Enterprises, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_