

1. **Terms and Conditions.** These terms and conditions form part of the Master Transportation Agreement (together with any Change Orders (as defined below), exhibits, schedules, attachments and appendices, this "MTA") by and between Shipper and Agent (each as defined on the first page of this MTA) (together with Shipper, the "Parties," and each a "Party"). In consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree that Agent will provide to Shipper the transportation services (the "Services") described in the attached proposal (the "Proposal") or any carrier load confirmation sheet issued by Agent and accepted by Shipper (each, a "Confirmation Sheet"), in accordance with the following terms and conditions.
2. **Authority.** Agent is a licensed motor carrier authorized by the U.S. Department of Transportation ("USDOT") under the Motor Carrier License referenced on the first page of this MTA and/or a licensed property broker authorized by USDOT under the Broker License referenced on the first page of this MTA. If Agent acts as a motor carrier and must broker a shipment, it will do so pursuant to its brokerage authority. If Agent acts as a broker and finds it necessary to transport a shipment, it will do so pursuant to its motor carrier authority.
3. **No Exclusivity.** Shipper has no obligation to tender to Agent any shipments for transportation services, or any minimum amount of shipments. Shipper may tender freight to other motor carriers, brokers, freight forwarders or third-party logistics providers.
4. **Change Orders.** If either Party wishes to change the scope or performance of the Services, it will submit details of the requested change to the other Party in writing. Agent will, within a reasonable time after such request, provide a written estimate to Shipper of (i) the likely time required to implement the change and (ii) any necessary variations to the fees and other charges for the Services arising from the change. Promptly after receipt of the written estimate, the Parties will negotiate and agree in writing on the terms of such change (a "Change Order"). Neither Party will be bound by any Change Order unless mutually agreed upon in writing in accordance with [Section 24](#).
5. **Agent Warranties.** Agent warrants that (i) if an entity, it is duly organized and validly existing in good standing; (ii) it is duly authorized to execute, deliver and perform its obligations under this MTA; (iii) when duly executed and delivered by each Party, this MTA will constitute Agent's legal, valid and binding obligation, enforceable against it in accordance with its terms; and (iv) it is not insolvent and is paying all of its debts as they become due.
6. **Compliance with Law.** Each Party agrees to comply fully, at its sole cost, with all applicable federal, state and local laws, rules and regulations applicable to it and the Services.
7. **No Liens.** Neither Agent nor any third-party carrier will have any right to assert any lien on or against any property transported under this MTA.
8. **Agent as Broker.** Agent will enter into a bilateral written contract with each third-party carrier it utilizes in the performance of this Agreement. Each such contract will require that third-party carrier (i) comply fully, at its sole cost, with all applicable federal, state and local laws, rules and regulations applicable to it and the Services; (ii) comply with the carrier insurance requirements available at [www.geehm.com/terms](http://www.geehm.com/terms) in effect on the date on which the Services are rendered, and Agent will verify such insurance coverage; (iii) agree that Agent is the sole party responsible for payment of third-party carrier's charges, and Agent will agree to pay third-party carrier's undisputed invoice within thirty (30) days of receipt of the bill of lading or proof of delivery, provided third-party carrier is not in default under Agent's agreement with third-party carrier; (iv) seek payment of freight charges solely from Agent and release and not seek payment of freight charges directly from Shipper, consignee or its clients; (v) has no right to assert any lien on or against any property transported under this Agreement; and (vi) not re-broker, assign or interline shipments without Agent's prior written consent.
9. **Freight Charges.** Shipper will pay Agent for the Services at the rates specified in the Proposal or the relevant Confirmation Sheet, as applicable, together with any agreed fees and expenses, within thirty (30) days of receipt by Shipper of an invoice, bill(s) of lading and proof of delivery from Agent. Agent shall provide all invoices for the Services no later than ten (10) days following completion of such Services. Agent will apply payment to the specified invoice, regardless of whether earlier unpaid invoices exist. Without prejudice to any other right or remedy it may have, Shipper reserves the right to set off at any time any amount owing to it by Agent against any amount payable by Shipper to Agent or any of its affiliates.
10. **Freight Charges of Third-Party Carriers.** Agent will promptly transmit to any third-party carrier all payments received by Agent from Shipper that are lawfully due and owing to third-party carrier in connection with the Services. Payment of freight charges to Agent will relieve Shipper, consignee or other responsible party of any liability to third-party carrier for non-payment of its freight charges. Agent will indemnify Shipper, consignee or other responsible party from and against any claim for freight charges and/or payment brought by third-party carrier against Shipper, consignee or other responsible party when Shipper has paid Agent and Agent has failed to pay third-party carrier.
11. **Shipping Document Execution.** When acting as a motor carrier, Agent will be named on the bill of lading as the "carrier of record." When acting as a broker, Agent will provide Shipper with proof of acceptance and delivery of shipments in the form of a signed bill of lading or proof of delivery. Agent will not re-broker, delegate, subcontract, assign or interline the shipments hereunder without Shipper's prior written consent.
12. **Cargo Liability.** Agent will be liable for cargo loss and damage in accordance with federal law (49 U.S.C. § 14706) with respect to all shipments. Agent's liability may not be limited by any provision from Agent's tariff, service guide, circular, receipt, bill of lading or other document issued by or utilized by Agent.
13. **Loading and Unloading.** Agent is solely responsible for loading and unloading. If Shipper employees or agents assist in loading or unloading, Agent assumes the risk of any resulting damage or injury and shall indemnify, defend and hold harmless Shipper from and against any loss, cost or expense (including attorneys' fees) arising from or related to the same, whether or not caused, in whole or in part, by the negligence of Shipper or its employees or agents.
14. **Indemnification.** Agent will defend, indemnify and hold harmless Shipper, its affiliates, subsidiaries and clients, and their respective owners, officers, directors, employees, agents, successors and permitted assigns from and against any and all claims, losses, deficiencies, judgments, settlements, interest, awards, fines, causes of action, damages, liabilities, costs, penalties, taxes, assessments, charges, punitive damages and expenses (including attorneys' fees) of whatever kind caused by or related to Agent's and/or third-party carrier's performance of the Services.
15. **Limitation of Liability.** Nothing in this MTA shall exclude or limit Agent's liability (a) under [Section 14](#) or (b) for fraud, personal injury or death caused by its negligence or willful misconduct.
16. **Insurance and Safety Compliance.** Agent will comply with the carrier insurance requirements available at [www.geehm.com/terms](http://www.geehm.com/terms) in effect on the date on which the Services are rendered. Agent will maintain satisfactory USDOT safety ratings and will maintain a surety bond or trust fund agreement as required by the Federal Motor Carrier Safety Administration ("FMCSA") in the minimum amount of \$75,000 or as otherwise required by the FMCSA.
17. **Term and Termination.** This MTA will be effective as from the date of the last signature on the first page of this MTA until December 31 of such year and will automatically renew for one-year periods unless terminated pursuant to this [Section 17](#). Either Party may terminate this MTA, effective upon written notice to the other Party (the "Defaulting Party"), if the Defaulting Party (i) fails to pay any amount when due under this MTA; (ii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors; or (iii) otherwise breaches this MTA, and such breach is either incapable of cure or is not cured within five (5) days of receipt of notice of such breach. Shipper may terminate this MTA at any time upon fifteen (15) days' written notice to Agent.
18. **Entire MTA.** This MTA constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings and agreements, both written and oral, regarding such subject matter. The Parties acknowledge and agree that if there is any conflict between the terms and conditions of this MTA and the terms and conditions of any Change Order, the terms and conditions of this MTA will supersede and control unless the Change Order expressly states that the terms and conditions of such Change Order will control. No document issued by Agent in connection with the Services will be binding on Shipper unless accepted by Shipper in writing. The provision of the Services will not constitute acceptance of any terms and conditions contained in any such document, nor does it serve to modify or amend this MTA. Any such document will create a separate contract consisting of the terms of this MTA and any additional terms proposed by such document; if the terms of such document conflict with the terms of this MTA, the terms of this MTA will control.
19. **Applicable Law/Venue.** This MTA is made pursuant to 49 U.S.C. § 14101(b) and will be governed in all respects by the general principles of federal transportation law where applicable, and otherwise by the laws of the State of Nevada without regard to any choice or conflict of law provisions. Each Party hereby irrevocably submits to the exclusive jurisdiction of the courts situated in Clark County in the State of Nevada and waives all claims that such courts lie in an inconvenient forum.
20. **Waiver of Jury Trial.** EACH PARTY KNOWINGLY, VOLUNTARILY, IRREVOCABLY AND UNCONDITIONALLY WAIVES ITS RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED ON OR ARISING OUT OF THIS MTA OR THE SUBJECT MATTER HEREOF (INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT, BREACH OF DUTY, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS), AND WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY (i) UNDERSTANDS THAT THIS IS A WAIVER OF IMPORTANT LEGAL RIGHTS AND (ii) ACKNOWLEDGES HAVING HAD A REASONABLE OPPORTUNITY TO DISCUSS THIS WAIVER AND ITS EFFECTS WITH LEGAL COUNSEL.
21. **Dispute Resolution.** Any dispute or controversy arising under or in connection with this MTA will first be resolved by informal discussion between senior management of the Parties. If informal discussion fails to produce a resolution, the Parties must then attend non-binding mediation in the County of Clark, Nevada with a mutually agreeable mediator. If mediation fails to produce a resolution, or if the Parties cannot agree on a mediator, any dispute or controversy arising out of or relating to this MTA will be settled by binding arbitration. Either Party may initiate arbitration, which will be conducted in the County of Clark, Nevada in accordance with the commercial arbitration rules of the American Arbitration Association. Each Party will share equally the cost of the arbitration.

**A LARGER FONT COPY OF THESE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.**

and will bear its own attorneys' fees, unless the arbitrator awards such fees and costs to a Party. The arbitrator will not have the power to award any punitive damages.

22. **Enforcement.** Subject to [Section 21](#), Agent will pay all costs that Shipper may incur in enforcing or exercising its rights under this MTA, whether or not suit is filed.

23. **Severability.** If any provision of this MTA will be deemed invalid, illegal or unenforceable by any court of competent jurisdiction, such provision will be automatically modified to the minimum extent necessary to render the same valid and enforceable, giving due consideration to the purpose and economic substance of this MTA, or if no such modification will be possible, deleted, and the remainder of this MTA will remain valid and enforceable.

24. **Amendments.** No amendment to or modification of or rescission, termination or discharge of this MTA is effective unless in a writing signed by an authorized representative of each Party.

25. **No Waiver.** No exercise, nor any failure or delay by either Party in the exercise of, any right or remedy available hereunder, at law or in equity will be deemed an election of remedies or a waiver of any such rights and/or remedies. Remedies hereunder will not be exclusive, but will be cumulative and in addition to all other remedies existing at law or in equity. The receipt, acceptance and/or negotiation of, or any endorsement on, any check or draft received from one Party will not operate to waive or release, in whole or in part, any claim of the other Party arising hereunder or in connection herewith (except as to the portion thereof actually received by the other Party in cash or other good funds).

26. **Assignment.** Shipper may assign all or any portion of its rights and obligations under this MTA without notice or consent. If an assignee agrees to assume the obligations of Shipper, Agent agrees that Shipper will be released from all further liability hereunder. Agent will not assign any of its rights or delegate any of its obligations under this MTA without the prior written consent of Shipper. Any purported assignment or delegation in violation of this [Section 26](#) will be null and void *ab initio*. No assignment or delegation will relieve Agent of any of its obligations under this MTA.

27. **Independent Contractor.** Agent shall be an independent contractor responsible for determining the means and methods of performing the Services and shall not in any way be considered or represent itself as an agent or employee of Shipper. Agent shall have complete charge and responsibility for all aspects of Agent's operations, including management, training and supervision of all personnel engaged in performances of the Services. Agent is responsible for all of Agent's personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits.

28. **No Third Party Beneficiaries.** This MTA benefits solely the Parties and their respective permitted successors and assigns. Nothing in this MTA, whether express or implied, confers on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this MTA.

29. **Headings.** Headings are for reference only and do not affect the interpretation of this MTA.

30. **Future Services.** The terms of this MTA will apply to all additional services provided to Shipper by Agent (except that the fees for such services will be the published rates as of the date of such service), unless provided pursuant to a separate written agreement.

31. **Interpretation.** Any rule of construction that ambiguities are to be resolved against the drafting party will not apply in interpreting this MTA.

32. **Survival.** Provisions of this MTA that by their nature should apply beyond their terms will remain in force after any termination or expiration of this MTA including, but not limited to, [Sections 10](#) (*Freight Charges of Third-Party Carriers*), [12](#) (*Cargo Liability*), [13](#) (*Loading and Unloading*), [14](#) (*Indemnification*), [15](#) (*Limitation of Liability*), [16](#) (*Insurance and Safety Compliance*), [19](#) (*Applicable Law/Venue*), [20](#) (*Waiver of Jury Trial*), [21](#) (*Dispute Resolution*), [22](#) (*Enforcement*), [30](#) (*Future Services*), [31](#) (*Interpretation*) and [32](#) (*Survival*).