

**HENDERSON TRUCKING, LLC
LOAD FINDER/CARRIER AGREEMENT**

The effective date of this agreement is the _____ day of _____ 20____, by and between _____ hereafter referred to as the “**CARRIER,**” and Henderson Trucking, LLC hereafter referred to as the “**LOAD FINDER.**”

- 1) **CARRIER** is a motor contract carrier of property authorized by Permit No. MC # _____, CA # _____ and USDOT # _____. Under California Vehicle Code Section 34620-34624 the **CARRIER** must know and understand and be in compliance with the State Of California
- 2) The relationship of the **CARRIER** and the **LOAD FINDER** shall, at all times, be that of an independent contractor. Neither party shall be considered to be the agent or employee of the other. **CARRIER** is not at any time required to purchase or rent products, equipment or services from the **LOAD FINDER.**
- 3) Both the **LOAD FINDER** and the **CARRIER** understand that this agreement does not bind the respective parties to mutually exclusive service to each other. Rather, the **LOAD FINDER** may enter into similar agreements with other **CARRIERS** and the **CARRIER** may enter into similar agreements with other **LOAD FINDERS.**
- 4) **CARRIER** agrees that it shall be responsible for any loss, delay, destruction, theft, damage or liability, of whatever nature, which arises either from the transportation of any freight arranged for by the **LOAD FINDER** while being transported by the **CARRIER** or from **CARRIER’S** failure to promptly perform the transportation arranged by the **LOAD FINDER** and accepted by the **CARRIER.** **CARRIER** represents that its operations will comply with all applicable state and federal laws and regulations.
- 5) **CARRIER** will assume full responsibility for all salaries, insurance, taxes, pensions, premiums, contributions and benefits of **CARRIER’S** employees in the performance of this contract. **CARRIER** shall provide all trucks and equipment necessary to perform this agreement.
- 6) In the event loading and unloading times are delayed due to circumstances beyond reasonable control of the **LOAD FINDER**, there shall be no additional compensations to the **CARRIER** by the **LOAD FINDER** unless advance approval is made in writing by the **LOAD FINDER** and **CARRIER.** (A facsimile copy shall be sufficient to the same extent as an original). **CARRIER** will follow any reasonable special instructions the **LOAD FINDER** provides for the performance of this agreement. **CARRIER** will meet or exceed the usual and accepted industry standards in the trucking of freight.
- 7) This agreement begins on the above date, for a period of one year, and automatically renews each year for a period of one year on the annual anniversary date of this agreement; except it terminates in the event of any of the following reasons:
 - A) **LOAD FINDER** ceases business
 - B) **CARRIER** ceases business
 - C) Either parties give ten (10) days written notice of termination of this agreement
- 8) Rates and Charges/Billings: **LOAD FINDER** will charge and **CARRIER** will pay for the above transportation service performed on the basis of the rate of five percent (5%) of the charges shown on separate Load Confirmation/Quote sheet. Payment to **LOAD FINDER** by **CARRIER** shall be complete and final without recourse. **CARRIER** will pay within fifteen (15) days of billing or on written agreement between **LOAD FINDER** and **CARRIER.** (A facsimile copy shall be sufficient to the same extent as an original). A Fifteen dollar (\$15) per day late fee will apply for late payment.

Payment Agreement:

- A) Load Confirmation/Quote Sheet agreement must be signed and returned via fax on each load moved to the **LOAD FINDER**.
 - B) **CARRIER** must call **LOAD FINDER** when loaded with any information requested by Broker (such as Bill of Lading number, pieces and weight).
 - C) **CARRIER** must call **LOAD FINDER** when load is delivered to confirm delivery accepted without exception or other problem.
 - D) Any exception upon delivery must be immediately conveyed to **LOAD FINDER** **before** the driver leaves the consignee's facility.
- 9) It is the responsibility of the **CARRIER** to get the carrier package from the broker and to maintain the responsibility of insurance required by the law and the broker. In the event the **CARRIER** wants the **LOAD FINDER** to complete the Carrier Packages for him or her, the **LOAD FINDER** will then assume the role of Office Manager and will charge \$10.00 per package. (____)
Initials
- 10) By signing initials at the end of this clause, the **CARRIER** authorizes the **LOAD FINDER** to sign the Load Confirmation/Quote sheet when necessary and to fax a copy to the broker and **CARRIER** upon delivery of load if no additional services are required for the load. (____)
Initials
- 11) **CARRIER** must agree to hold **Henderson Trucking, LLC** harmless

Indemnification: **CARRIER** shall defend, indemnify, and hold **LOAD FINDER** harmless from and against all loss, liability, damage, delay, claim, fine, cost or expense, including reasonable attorneys' fees, arising out of or in any way related to the performance or breach of this Agreement by **CARRIER**, its employees or independent contractors working for **CARRIER** (collectively the "Claims"), including, but not limited to, claims for or related to personal injury (including death), property damage and Claims related to or arising out of **CARRIER'S** possession, use, maintenance, custody or operation of the equipment used for providing transportation services. Notwithstanding any contrary provision, **CARRIER'S** liability under this indemnification shall not be limited by the insurance coverage's required.

- 12) This agreement constitutes the entire agreement between **LOAD FINDER** and **CARRIER** and may not be amended, modified, or waived except by written agreement, signed by **LOAD FINDER** and **CARRIER**. This contract cannot be changed, modified, limited, or supplemented by reference to any **CARRIER** rates, rules, classification, practice schedule or tariff.
- 13) Additional services other than mentioned above, i.e., research, form completion will be charged \$25.00per hour with a minimum of 2 hours.

LOAD FINDER and **CARRIER** have executed this agreement as of the day and year first above written.

By _____ Date _____	By _____ Date _____
Edward L. Henderson, LOAD FINDER	Print
Henderson Trucking, LLC	Carrier's Name:
Business Phone (916)-282-1860	Title:
Cell Phone (916)-425-8255	Address:
Fax (916)-282-1891	City/State/Zip:
Email: hendrsntruk@aol.com	Phone:
Website: www.hendersontruckingllc.com	Fax:
	Email:

Please note, that this agreement supercedes any previous agreements and applies as of 01/1/2013