



North American Transportation Services, LLC
 16303 NE Reid Rd.
 Amboy, WA., 98601
 Phone: 877-455-NATS (6287)
 Fax: 877-448-5340
 www.nats-llc.com

BROKER SHIPPER AGREEMENT

THIS AGREEMENT is made and entered on _____, 20____, by and between _____ ("Shipper") and North American Transportation Services, LLC, ("Broker").

1. Term. The term of this Agreement shall be for one (1) year and shall automatically be renewed for successive one (1) year periods; provided, however, that this Agreement may be terminated at any time by giving ten (10) days prior written notice to the other party.

2. Broker's Compliance With Law. Broker represents and warrants that it is duly and legally qualified to operate as a property Broker and to provide the transportation services contemplated herein. Broker agrees to comply with all federal, state and local laws regarding the provision of such Brokerage services. The parties understand and agree that Broker functions as an independent entity, and not as a carrier, in selling, negotiating, providing and arranging for transportation for compensation.

3. Payment and Charges. Shipper shall tender certain shipments, from time to time, to Broker. The charges and rates for each shipment shall be provided in the **Customer Confirmation**, attached hereto and incorporated herein, and signed by both parties prior to transportation. **Customer Confirmation** form can be supplemented or revised by written agreement signed by both parties prior to transportation, by facsimile by Broker to Shipper. In the event Brokerage services are provided and it is subsequently discovered that there was no applicable or understood rate in Appendix A, the parties agree that the charges invoiced by Broker shall be the agreed upon contract rate of the parties for the services provided. Shipper agrees to pay Broker within fifteen (15) days of receiving the invoice, with interest accruing monthly at a rate of one percent (1%). Shipper shall also be liable for any expenses, including attorney fees, Broker incurs in collecting its rates and charges.

4. Indemnification. Broker shall defend, indemnify and hold harmless Shipper from any loss or damage, including loss, damage or injury to persons or property, which Shipper may incur as a direct result of Broker's negligent acts or omissions. However, it is understood and agreed that Broker assumes no liability for bodily injury, property damage or public liability arising out of the involved transportation. Shipper shall defend, indemnify and hold harmless Broker from any and all loss or damage, including loss, damage or injury to persons or property, which Broker may incur as a direct result of Shipper's negligent acts or omissions.

Shippers initials _____

5. Independent Contractor. Broker represents and warrants that it is an independent contractor under this Agreement and that its agents and/or employees are under Broker's exclusive management and control, and that Shipper neither exercises nor retains any control over Broker, its operations, agents or employees in any manner whatsoever.

6. Contract Carriers. Broker shall make reasonable efforts to place Shipper's loads with responsible carriers for the purposes of transporting the loads with reasonable dispatch under the direction of Shipper. However, the parties understand and agree that Broker, by signing this Agreement, makes no express or implied warranties or guarantees concerning delivery time or the locating of a carrier to provide the transportation services requested by Shipper.

7. Cargo Loss, Damage, or Shortage. In the event of a cargo loss, damage or shortage claim, Shipper agrees to notify Broker immediately by phone and to subsequently submit to Broker a written claim, fully supported by all relevant documentation, including but not limited to the signed delivery receipt, listing the nature and cause of the claim for cargo damage within twenty (20) days following the date of delivery. No claims or allowances for shortages, damage or delay will be considered unless clearly noted on the delivery receipt or bill of lading signed by the consignee at delivery. Broker assumes no liability for cargo loss, damage, or shortage. However, Broker agrees to submit, negotiate and settle all cargo claims with the responsible carrier and to keep Shipper advised of the status of all such claims. Upon request by Shipper, Broker shall assign its rights against the carrier to Shipper. Nothing herein shall be construed to restrict any right or cause of action Shipper may have against any carrier involved with the transportation of Shipper's shipment.

8. Shipping Documents. Unless otherwise agreed in writing, all shipments tendered shall be accepted on a bill of lading acceptable to Shipper as the shipping document. In the event of a conflict between the bill of lading terms and this Agreement, this Agreement shall prevail. Upon request of Shipper, Broker shall require all carriers to obtain a delivery receipt from the consignee, showing the products delivered, condition of the shipment and the date and time of such delivery.

9. Notification of Accidents or Delays. Broker agrees to notify Shipper of any accident or other event which prevents carrier from making a timely or safe delivery.

10. Assignment/Modification/Benefit of Agreement. No party may assign this Agreement without the prior written consent of the other party. However, Broker may co-broker any shipments made on behalf of Shipper under this Agreement.

11. CONFIDENTIALITY AND NON-SOLICITATION. Neither party may disclose the terms of this Agreement to a third party without the written consent of the other party except (1) as required by law or regulation; (2) disclosure is made to its parent, subsidiary or affiliate company; or (3) to facilitate rating or auditing of transportation charges by an authorized agent and such agent agrees to keep the terms of the Agreement confidential. SHIPPER will not solicit traffic to any CARRIER of BROKER where (1) the availability of such services first became known to SHIPPER as a result of BROKER's efforts, or (2) the services of the CARRIER of BROKER was first tendered to SHIPPER by BROKER. If SHIPPER breaches this Agreement and directly or indirectly solicits traffic to CARRIER of BROKER and obtains services from such CARRIER during the term of this Agreement or for twelve (12) months thereafter, SHIPPER shall be obligated to pay BROKER, for a period of fifteen (15) months thereafter, commission in the amount of five percent (10%) of the total sum of the transportation wages salaried to CARRIER for services rendered to the SHIPPER, and SHIPPER shall provide BROKER with all documentation requested by BROKER to verify such transportation remittance.

12. Complete Agreement. This Agreement constitutes the entire agreement of the parties with reference to the subject matters herein, and may not be changed, waived, or modified except in writing signed by both parties. This Agreement shall be construed in accordance with the laws of the State of Washington. All civil actions filed as a result of disputes arising out of this Agreement shall be filed in the court of proper jurisdiction in the State of Washington.

Shippers initials _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

BROKER

SHIPPER

North American Transportation Services, LLC

Signed: _____

Signed: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Address: 16303 NE Reid Rd.

Address: _____

City / State: Amboy, WA., 98601

City/State: _____

Phone: 877-455-NATS (6287)

Phone: _____

Fax: 877-448-5340

Fax: _____

Email: logistics@nats-llc.com

Email: _____

Additional Notes:

Shippers initials _____

SHIPPER CREDIT INFORMATION

Company Name: _____

Physical Address: _____

City: _____ State: _____ Zip: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Federal ID Number: _____ D&B Number: _____

Corp ___ LLC ___ Sole Owner ___ Year Established _____

Principals: _____

Bank References: _____

Trade References:

(1) _____

(2) _____

(3) _____

(4) _____

Shippers initials _____