

CONTRACT CARRIER TRANSPORTATION AGREEMENT

THIS AGREEMENT is made and entered on ___/___/___ by and between Landmark Services Cooperative, (hereinafter referred to as "Shipper"), and _____ (hereinafter referred to as "Carrier"), US DOT # _____,

Recitals

- A. Carrier is engaged in the business of transporting property by motor vehicle as a contract carrier in interstate, intrastate and foreign commerce and desires to furnish motor contract carrier transportation services to Shipper; and
- B. Shipper desires to utilize such contract carrier services.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein and other good and valuable consideration, the receipt, sufficiency and adequacy is acknowledged by the parties hereto, the parties agree as follows:

1. **TERM.** The term of this Agreement shall commence on the date first above written and, subject to any right to terminate this Agreement, shall remain in full force and effect for one (1) year from the above date ("Term"). This Agreement shall automatically renew and the Term shall be automatically extended for successive one (1) year periods of time; provided, however, that either party may terminate this Agreement at any time during the Term or extensions thereof upon prior written notice to the other party, pursuant to the notice provisions below, not less than ninety (90) consecutive days before the date of such planned termination.
2. **CARRIER'S OPERATING AUTHORITY.** Carrier represents and warrants that it currently has in effect the appropriate operating authorities, if any be required, from the appropriate regulatory agencies to furnish services hereunder as a contract carrier, and Carrier agrees to maintain such operating authorities, where required, in effect during the term of this Agreement.
3. **LOADING AND DELIVERY.** Trailers will be loaded by Shipper, but Carrier accepts the ultimate responsibility for protecting each load. Carrier is to inspect each load prior to sealing trailer and install load locks if necessary for safe damage free transportation. Shipper agrees not to file any claim for damage to product unless there is evidence of negligence on the part of Carrier, including, but not limited to, wet product, involvement of the trailer in accidents, or improper handling by driver.
4. **INDEMNITY / WARRANTIES.** Carrier shall defend, indemnify, and hold harmless Shipper from and against all loss, damage, expense, costs, including reasonable attorneys' fees, fines, actions and claims for injury to persons (including injury resulting in death) and for damage to property arising out of or in connection with Carrier's loading, handling, transportation, unloading, delivery or storage of any shipment hereunder or Carrier's failure to comply with the terms of this Agreement; provided, however, that Carrier shall not be required to so defend, indemnify and hold harmless Shipper for such loss or damage caused solely by Shipper's negligence.
5. **INSURANCE.** Carrier shall procure and maintain, on all motor vehicles that may be used in connection with services to be provided under this Agreement and at the sole cost and expense of Carrier, liability insurance with a reputable and financially responsible insurance carrier insuring Carrier against liability for bodily damage (including death) and property damage in an amount not less than \$1,000,000 per occurrence and in addition, all risk cargo insurance to cover any loss or damage to freight of Shipper while in possession of Carrier in an amount of not less than \$20,000. Any additional insurance as may be required for contract carriers by applicable federal laws or regulations must also be carried and remain in effect during the Term and any extensions thereof. Such insurance must specifically cover loss or damage resulting from Carrier's operations as a "contract

motor carrier." Carrier shall furnish to Shipper written certificates obtained from the insurance carrier showing that such insurance has been procured, is being properly maintained and that the premiums therefore are paid, specifying the name of the insurance carrier, the policy number, the expiration date, and specifying that written notice of cancellation or modification of the policies shall be given to Shipper at least thirty (30) days prior to such cancellation or modification, and specifying Shipper as loss payee under the policies. Upon request, Carrier shall provide Shipper with copies of the applicable insurance policies.

6. **SEVERABILITY.** In the event any provision of this Agreement contravenes the law, regulation, or ordinance of any city, county or state, the parties agree that such provision shall, in such city, county, or state, be severable, and shall not affect the remaining provisions of this Agreement or their validity or enforceability.
7. **INDEPENDENT CONTRACTOR/NON-EXCLUSIVITY.** This Agreement shall not be deemed to establish a joint venture or partnership between Carrier and Shipper. Carrier represents and warrants that it is an independent business engaged in the ground transportation and delivery of goods in inter- and intrastate and foreign commerce. Carrier will have sole responsibility for payment of taxes as required under applicable federal, state and local tax laws. Carrier shall have sole fiscal and other responsibility for the acts and compensation of its own employees and the expenses of the conduct of its business. It is understood and agreed between the parties hereto that this is a non-exclusive Agreement and that Carrier shall be free to accept freight for transportation from shippers other than Shipper and that Shipper shall be free to tender freight for transportation to carriers other than Carrier.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective names by their duly authorized representatives as of the date first above written.

SHIPPER: _____
Landmark Services Cooperative

CARRIER: _____

US DOT#: _____ MC# _____

By: _____
Name, Title: Dean Danielson, VP Risk Management
Address: 1401 Landmark Drive
Cottage Grove, WI 53527
Telephone: 715-672-8503 ext. 1106
Fax: 708-221-6689

By: _____
Name, Title: _____
Address: _____
Telephone: _____
Fax: _____