



SVA LOGISTICS

Southeast Vocational Alliance, inc

BROKERAGE/AGENT AGREEMENT

This agreement is between: Southeast Vocational Alliance, Inc. DBA as **SVA LOGISTICS** (Broker) and

(Agent)

The purpose of this Agreement is to provide a working program whereby the Broker supports the Agents transportation activity to the benefit of both parties to the Agreement. The Agent, having fulfilled the terms and conditions of this Agreement, will be able to operate as a licensed **Federal Highway Administration (FHWA)** Property Broker. The license of the Broker is MC License # - 589748-B.

For the purpose of this Agreement, the definition of a **Shipper** is any person who is responsible for paying an invoice for the movement of freight. A **Carrier** is any person authorized by the **FHWA** as a mode of transportation for surface, air, water, or pipeline.

WHEREAS, Broker has earned the respect of the US shipping and transportation communities, and

WHEREAS, Broker has developed automated transportation contracting and remitting capabilities that relieves Agents of burdensome paperwork, including credit acceptance and collections as well as other features that benefit the Agent's brokering activities and,

WHEREAS, Agent desires Broker, to perform certain administrative functions and desires affiliation with the Broker as a credit worthy, widely recognized service institution and Broker agrees not to circumvent or back solicit Agents customer/shipper base.

THEREFORE, Agent and Broker agree to perform the following activities and to split commissions realized from their transportation brokering activity, in a manner agreed upon as set forth below.



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AGENT DUTIES

Agent's duties in this Agreement are to secure commitments from Shippers to move freight from one location to another including the following:

Agent must prepare the load sheet, similar to the attached, with sufficient information to permit the Broker to legally contract with FHWA authorized Carriers.

Agent must conduct brokering activity in accordance with accepted FHWA practices.

Agent is not responsible for credit acceptance and collection procedures.

Agent must offer to Broker, all freight shipments in which they represent Broker, as the party responsible for payments. Such freight brokered to other FHWA Broker's /Carrier's without the knowledge and prior approval of Broker, is cause for immediate termination of the Agreement.

BROKER DUTIES

Broker's duties in this Agreement are to fulfill all legal requirements mandated by the FHWA plus additional assistance to permit the Agent to legally negotiate the movement of freight under the license by the following. Such duties include the following:

Broker must comply with all regulations of the Negotiated Rates Act of 1993 and 1995, as amended, with respect to Contracts of Transportation.

Broker will be liable for undercharges resulting from contracting and billing errors committed by Broker.

Broker must maintain current status of FHWA operating authorities and insurance for all approved transportation providers.

Broker bills and collects transportation charges from shippers.

Broker pays carriers.

Broker settles commissions due to agent.



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FINANCIAL ARRANGEMENTS

STANDARD COMMISSION – Agent earns ____% commission from every invoiced load where the broker acquires the carrier or ____% commission for every invoiced load that agent acquires a carrier for. Broker will maintain current status of FHWA operating authorities and insurance for all approved transportation providers. Commission's are settled on the 15th and 30th of each month after payment is received from shipper.

FINANCING ACCOUNTS – It is the Brokers responsibility to determine creditworthiness of shipper and to establish credit limit and terms. Broker is responsible for collections if shipper fails to pay within set terms. Credit to customer may be suspended until and after account has been settled.

INDEPENDENT CONTRACTOR STATUS

Agent will at all times remain an independent contractor for SVA Logistics. Business cards may be issued to the agent, but neither agent nor any other employee of the agent will be deemed to be an employee of SVA Logistics for any purpose. Agent acknowledges that all cost associated with the procurement of the business are solely and exclusively agent's costs.

GOVERNING LAW AND INTERPRETATION

This Agreement shall be governed by and construed in accordance with the laws of the state of Texas with respect to contracts made and performed wholly within the State of Texas.

SVA LOGISTIC - Authorized Agent

Agent Signature

Print Name

Print Name

Date

Date