
Shipper / Broker Agreement

This Agreement made and entered into this _____ day of _____, 20____ by and between , _____ hereinafter referred to as the Shipper, and Global Cargo Trade Logistics LLC, hereinafter referred to as Freight Broker (GCT Logistics).

WHEREAS:

Shipper has title to or beneficial interest in goods, commodities, products and/or materials, which it desires to ship via GCT Logistics.

WHEREAS:

GCT Logistics is engaged in the business of arranging the transportation of freight shipments via Common, Contract & Intermodal Carriers.

WHEREAS:

Shipper desires to utilize the services of GCT logistics to arrange the transportation of shipments which Shipper from time to time possesses and tenders for transportation, and

WHEREAS:

GCT Logistics desires to arrange the transportation for shipments, which Shipper possesses and tenders, from time to time.

NOW THEREFORE:

The Parties mutually covenant and agree, as follows:

- a. Shipper, from time to time shall ask GCT Logistics to determine the availability of Common, Contract and Intermodal Carriers for the transportation of shipments from origin to destination. Shipper shall appropriately identify all details regarding the movement, including providing GCT Logistics origin information, destination information, time schedules and all attributes of the commodity(s) shipped.
- b. GCT Logistics, in response to the invitation from Shipper, shall make a reasonable effort to arrange transportation for the proposed shipments and shall advise Shipper of the availability of Common, Contract and Intermodal Carriers and the transit time involved in order to provide the services for the Shipper, and in doing so, GCT Logistics shall represent Shipper is entitled to rely on Shipper's representation.
- c. That each of the proposed Common, Contract and Intermodal Carriers involved shall hold the requisite operating authority, certificates, permits or licenses issued by the Interstate Commerce Commission and/or appropriate State or local regulatory bodies enabling them to perform the transportation of the proposed freight shipments.

d. That the proposed Common, Contract and Intermodal Carriers have the equipment and personnel necessary to undertake and perform such transportation of the proposed freight shipments and shall not sub-contract or otherwise engage others to undertake and perform such transportation without the written consent of Shipper and GCT Logistics.

e. That the Common, Contract and Intermodal Carriers shall assume financial responsibility for the freight tendered to it and have in force, insurance against bodily injury, property damage and cargo loss liability, in accordance with the applicable regulations of the U.S. Department of Transportation, the Interstate Commerce Commission and/or the appropriate State or Local regulatory bodies, or as required by contractual Agreement. Cargo insurance is provided the Intermodal Carriers at the rate of \$100,000 per shipment and by the Common and Contract Carriers at the rate of \$100,000.00 per shipment.

- 1) In the event of cargo loss and/or damage is claimed by Shipper and/or receiver, the parties to the Agreement acknowledge that cargo claims shall be noticed, filed and adjusted in accordance under the claim handling and procedures set forth in the 49 C.F.R. part 1005, in which GCT Logistics offers to facilitate and assist Shipper, and the Common, Contract and Intermodal Carriers. Shipper shall indemnify GCT Logistics if a Litigant brings GCT Logistics into a lawsuit, or a claim, where GCT Logistics did not contribute to the loss. It is agreed that proper loading, packing, bracing and/or blocking is the responsibility of the origin agent and/or the party who loads the vehicle.
- 2) In the event of a claim, Shipper shall immediately report to GCT Logistics or GCT Logistics' insurer "all claims injuries, accidents, cargo loss or damage or spillage, or similar incidents or occurrences, involving any transportation subject to the Agreement." Shipper should also make a written report, accompanied by supporting documents within 4 hours. Also, Shipper should send notice by email and certified mail for proof of notice.
- 3) Shipper and GCT Logistics acknowledge that GCT logistics is an independent contractor. GCT Logistics shall have sole and exclusive control over the manner in which its employees, agents and/or subcontractors perform service under this Agreement and shall engage and employ and/or subcontract with such employees, agents and/or subcontractors as it may deem necessary in connection there with. GCT Logistics shall be responsible for the employment and direction of any such employees, agents and/or subcontractors it may deem appropriate. Such individuals shall be considered employees, agents and/or subcontractors of GCT Logistics only and shall be subject to employment, discharge, discipline and control solely and exclusively by GCT Logistics. GCT Logistics shall be liable for all payment of all payroll taxes, workers compensation expenses and other similar expenses as an employer.

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- 4) GCT Logistics shall invoice Shipper for transportation costs at the agreed rate. GCT Logistics will be responsible for payment to the Common, Contract and Intermodal Carriers. Shipper shall pay GCT Logistics within ten (10) days of receipt of invoice and a signed bill of lading or delivery receipt showing the person's name receiving the freight.
 - 5) The validity of this Agreement and any terms or provisions as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of New Jersey. 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 New Jersey.
 - 6) If any provisions of this Agreement are invalid under Federal or State law, or any other jurisdiction, such provisions shall be waived and deemed a part of the Agreement. However, it is agreed that under no circumstances shall such waiver or exception cause any other section or provision of this Agreement to become invalid.
 - 7) The Agreement shall become effective as of the date recorded below and shall remain in force for a period of one (1) year and shall be renewed automatically until canceled by either party on thirty (30) days written notice.
 - 8) This contract contains the entire agreement and no additions or changes can be made unless in writing and initialed by both parties. A photo or email copy of this Agreement containing the signatures of the parties shall be deemed an original copy.



GCT Logistics
102 Jacob CT
Dayton, NJ 08810
Tel: (908)463-6710
Rates@GCT-Logistics.com

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on this __ day of _____, 20__
, in Dayton, NJ.

Agreed to on this day and date by the undersigned parties:

Shipper:

Company name:

Mailing Address:

City, State, ZIP

Signature

Title

Print name

Federal Tax Identification Number

Phone Number

Email address

Global Cargo Trade Logistics LLC

Company Name:

Mailing Address:

City, State, ZIP

Signature

Title

Print Name

MC# (Freight Broker Authority)