

Interline Agent Hauling Agreement For Interstate Transportation Agents as Independent Contractors

Section 1: Agreement Between:

AGENT:
Muscular Moving Men, LLC 2950 E. Mohawk Ave. Ste. 100 Phoenix, AZ 85050
US DOT No.: 1829172 ICC/MC No.: 0691493

MOVING COMPANY:

Section 2. Engagement:

A. INTERLINE TRANSPORTATION AGENT, herein referred to as “AGENT” is a motor common carrier of property and household goods authorized by the U.S. D.O.T. to provide transportation services designed to meet distinct needs of the “MOVING COMPANY” listed above. The AGENT listed above agrees to provide and perform interstate hauling sub-contracting services as an independent contractor for domestic household goods relocation services on a case by case basis. AGENT is responsible for maintaining and managing a staff of employees in full compliance with all applicable laws. AGENT is responsible for hiring, training and paying their staff of employees to complete the tasks associated under this agreement.

B. MOVING COMPANY agrees to offer shipments to AGENT in accordance with the terms of this Agreement and AGENT agrees, when an individual shipment is accepted, to transport by motor vehicle from and to such points between which service may be required, such quantities of authorized commodities as MOVING COMPANY may require, subject to the availability of suitable equipment.

Section 3: Term of Service:

A. AGENT shall provide services pursuant to this Agreement for a term commencing on the date of execution and ending upon the written termination of this agreement. Over the term of this agreement, each party may undertake shipments on a case by case basis and can refuse to undertake a shipment without cause or explanation.

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Section 4: Indemnity, Limitation of Liability and General Liability:

MOVING COMPANY shall defend, indemnify and hold harmless AGENT from any and all actions, claims, demands, suits, losses, damages, delays, liabilities, penalties, fines, costs or expenses (including all reasonable attorney fees and costs, including those incurred on appeal) arising out of or in any way related to MOVING COMPANY's performance under this Agreement. The MOVING COMPANY agrees to the following:

- A.** MOVING COMPANY shall comply with all provisions of all federal (including FMCSA and STB), state and local laws, rules, ordinances and regulations to the extent they govern AGENT's operations and its performance pursuant to this Agreement and shall maintain at all times active, fully authorized, interstate Household Goods Common Carrier authority from the FMCSA.

- B.** MOVING COMPANY shall obtain and maintain at its sole expense (i) liability and cargo insurance for its trucks, vehicles, tractors and cargo with limits of at least seven hundred fifty thousand dollars (\$750,000) and twenty thousand dollars (\$20,000), respectively, (ii) comprehensive general liability insurance with limits of at least one million dollars (\$1,000,000) for any one claim and in the aggregate. MOVING COMPANY shall provide a certificate of insurance to AGENT evidencing the required insurance obtained and maintained by MOVING COMPANY. MOVING COMPANY shall provide AGENT at least thirty (30) days written notice prior to any termination, cancellation, lapse or modification of any such policy. Notwithstanding these insurance requirements, any liability of MOVING COMPANY shall in no way be limited by such policies of insurance.

- B.** MOVING COMPANY agrees if there is third party insurance on an individual customer's order, it shall provide AGENT with all documentation for any claims.

Section 5: Place and time of Work:

A. As an independent contractor AGENT shall render services primarily at their own discretion and as necessary to perform duties contained under the terms of this agreement. Each pickup and delivery or transportation from facility to destination must conform with the general requirements of reasonable dispatch and be within the shipper's delivery window.

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Section 6: Charges for Service:

A. MOVING COMPANY shall book jobs in accordance with Muscular Moving Men price calculator and SOP document. Payment by consumer shipper shall be collected in full by MOVING COMPANY. Upon Delivery into consumer shipper's home, storage unit, or refusal of delivery thereof; AGENT shall present an invoice to MOVING COMPANY for services. Upon receipt of AGENT's invoice MOVING COMPANY shall issue payment in accordance with the terms of the SOP document.

Section 7: AGENT's Responsibilities:

In consideration for services, AGENT agrees to perform the following obligations:

- A. To comply with all of the provisions of all federal (including FMCSA and STB), state and local laws, rules, ordinances and regulations to the extent they govern AGENT's operations and its performance pursuant to this Agreement.
- B. To operate its motor vehicle equipment in a proper and lawful manner, and to maintain the equipment in good, safe and lawful operating condition at all times.
- C. To employ in the operation of such vehicles and equipment fully qualified personnel, and to procure and maintain such licenses and permits as are required by federal, state and local authorities with respect to such transportation services.
- D. To comply with the pertinent sections of the Muscular Moving Men Standard Operation Procedures ("SOP") document incorporated by reference into this agreement and all future modification or variations of the SOP document.

Section 8: MOVING COMPANY Responsibilities:

In consideration for services, MOVING COMPANY agrees to perform the following obligations:

- A. To comply with all of the provisions of all federal (including FMCSA and STB), state and local laws, rules, ordinances and regulations to the extent they govern AGENT's operations and its performance pursuant to this Agreement.
- B. To comply with all aspects of the Muscular Moving Men Standard Operation Procedures ("SOP") document incorporated by reference into this agreement and all future modification or variations of the SOP document.

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- C. Shall maintain and use all interstate shipping documents as required by 49 CFR Section 375 *et seq*; including but not limited to Interstate Bill of Lading, detailed Inventory logs, Valuation form, and Binding or Non-Binding estimates. All shipping documents shall be branded with MOVING COMPANY contact information including name, address phone number, and US DOT and MC license numbers.
- D. To perform sales and book jobs in accordance with the referenced SOP document and procedures and utilizing the Muscular Moving Men partner calculator for pricing.
- E. Prior to pick-up of a particular shipment, MOVING COMPANY shall provide AGENT with complete copies (front and back) of all required shipping documents including detailed inventory logs.
- F. In the event of claims, complaints, or disputes with the consumer shipper it is to both parties benefit to help resolve the matter with the consumer shipper. To that end, MOVING COMPANY agrees to work with AGENT to communicate with consumers and help resolve the consumer shipper's claims, complaints, or disputes.

Section 9: Termination of the agreement:

A. Either party may upon delivery of 30 (thirty) day written notice may cause the termination of this agreement without cause or explanation. Upon notice of termination all jobs, deliveries, shipments, or orders already in progress even if they extend beyond the 30 day notice must be completed in accordance with the terms of this agreement.

Section 10: Equipment and Performance:

A. Each party must maintain proper working equipment in good order, fully insured, and properly licensed by appropriate state local and federal agencies. If damage or injury to a shipper's goods are a direct and undisputed result of the negligence of a particular party, then that party will be responsible for any and all claims of loss or damage for which it is directly or indirectly responsible through acts, omissions, errors, negligence or willful conduct. Each party to this agreement must ensure that each vehicle used in the transportation of goods is fully serviced and in compliance with local, state, and federal commercial motor vehicle laws and regulations.

Section 11: Drivers and Crew:

A. AGENT must employ or contract properly licensed and trained drivers/operators and crewmembers. The actual employer of the driver/operator/crew member is liable and responsible for all the actions of their respective worker.

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Section 12: Insurance and Authority:

A. Each party to this agreement must have U.S. D.O.T. and State minimum approved insurance coverage for cargo and auto liability and authority. Additionally, each party to this agreement must have insurance coverage protecting against the liability of its workers and the applicable state workers compensation minimum insurance coverage.

Section 13: Severability, Changes, Modifications, Entire Agreement:

A. If any part of this contract is found to be unlawful or invalid, the remaining terms and conditions shall still be enforceable. This agreement constitutes an entire agreement. No alterations, modifications, addendums, or changes can be made without the express written consent of both parties. No other agreement, written or otherwise will effect the terms and conditions of this agreement. Each party has read and agrees to each and every terms and condition described above.

Section 14: Jurisdiction:

A. If a lawsuit becomes necessary to resolve any dispute between the parties based upon this agreement, said suit shall and must only be brought in a Maricopa County, Arizona court. Both parties agree to submit themselves to the jurisdiction of the above listed courts and agree given the relationship to the state, such exercise is reasonable and lawful.

Section 15: Mandatory Arbitration:

A. All legal claims concerning this agreement or performance therein are required as mandatory to be submitted through Arbitration, through Fairclaims.com. Each party is responsible for their own costs associated with arbitration. A benefit to the arbitration alternative may be that it is less expensive than traditional litigation. Each party is responsible for 50% of the costs associated with securing the arbitrator and 100% of their own expenses, including but not limited to attorney fees. If the arbitration alternative is chosen, then any decision made by the arbitrator may be binding. Additionally, an arbitration decision may not be appealed in a court of law.

Section 16: Entire Agreement and Confidentiality:

A. This AGREEMENT contains the entire agreement between the parties and may not be altered or amended or modified, except in writing and signed by both parties.

B. Confidentiality: Given the nature of this contract as it involves moving personal property, both parties agree to hold as confidential all events, transactions, circumstances, agreements, terms and conditions, and actions of either party.

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Each party has read and agreed to each and every term as outlined above. Addendums or stipulation to this agreement or changes once undertaken shall be outlined in writing or by other agreement between the parties.

Signatures:

By signing below, I/we hereby acknowledge and agree to the terms and conditions set forth in this contract. I/we hereby release, indemnify and hold harmless, the AGENT and its shareholders, directors, officers, agents and/or affiliates from any and all liabilities, claims or wrongdoing arising from our performance of services under the terms of this Agreement. I/we further agree to release, indemnify and hold harmless the AGENT its shareholders, directors, officers, agents and/or affiliates from any monetary damages or loss if MOVING COMPANY operates outside the scope of this Agreement or the applicable law.

AGENT
Muscular Moving Men, LLC 2950 E. Mohawk Ave. Ste. 100 Phoenix, AZ 85050
Print name of authorized rep:
Signature:
Date:

MOVING COMPANY
Print name of authorized rep:
Signature:
Date:

THE UNDERSIGNED, BEING AN OWNER OF MOVING COMPANY, AGREES TO GUARANTY TO AGENT ALL OBLIGATIONS OF MOVING COMPANY IN THIS AGREEMENT IN THE EVENT ANY OF THE FOLLOWING OCCURS: (A) MOVING COMPANY CEASES DOING BUSINESS FOR ANY REASON, OR (B) THE INSTITUTION OF ANY BANKRUPTCY, REORGANIZATION OR INSOLVENCY PROCEEDINGS AGAINST MOVING COMPANY, OR THE APPOINTMENT OF A RECEIVER OVER A SUBSTANTIAL PORTION OF MOVING COMPANY ASSETS. THE UNDERSIGNED SHALL PAY ALL SUCH MONETARY OBLIGATIONS TO AGENT WITHIN FIVE (5) DAYS OF WRITTEN DEMAND. IN THE EVENT THAT AGENT MUST HIRE AN ATTORNEY TO COLLECT ANY AMOUNT DUE OR ENFORCE ANY PROVISIONS OF THIS AGREEMENT, THEN THE UNDERSIGNED AGREES TO PAY AGENT'S REASONABLE ATTORNEYS FEES AND COSTS (INCLUDING THOSE INCURRED ON APPEAL).

OWNER OF MOVING COMPANY:

Signature: _____

Date: _____

Print Name: _____

Initials _____