

BROKER / MOTOR CARRIER
TRANSPORTATION AGREEMENT

This Agreement made and entered into this _____ day of _____, 2006 by and Between _____ with offices located at _____ (Hereinafter referred to as "Carrier"), and Ristow Trucking, Inc. DBA Ristow Brokerage. With it's principal office at 1940 Ridgeway Street, Hammond, WI 54015, (hereinafter referred to as "Broker")

RECITALS

WHEREAS, CARRIER, is engaged in interstate commerce, transporting general commodities as a contract carrier under the operating rights issued by the Interstate Commerce Commission, Permit No. _____ and desires to furnish transportations services to BROKER: and

WHEREAS, BROKER, is authorized to arrange for the interstate transportation of property by US DOT FMCSA License No. MC-477485-B

NOW. THEREFORE, in consideration of the premises and the covenants and promises hereinafter set forth, the parties agree as follows:

ARTICLE 1: SHIPMENTS

BROKER desires to acquire reliable transportation services being offered by carrier. BROKER agrees to tender CARRIER at least one (1) shipment each year. This Agreement remains in effect. Whenever requested by BROKER, CARRIER shall to the extent of CARRIER'S capacity use its best efforts to furnish transportation for commodities under this Agreement.

ARTICLE 2: PRICE

This Agreement shall apply to all shipments tendered to CARRIER by BROKER and BROKER shall compensate CARRIER for its carriage of shipments at a mutually agreed upon price negotiated on a per shipment basis. Promptly after BROKER and CARRIER agree upon the price, BROKER shall prepare a written confirmation of the price and sent the written confirmation and returning it via facsimile machine to CARRIER. CARRIER shall then signify its approval by promptly initializing the written confirmation and returning it via facsimile machine to BROKER, CARRIER shall sign and return the confirmation to BROKER prior to receiving the subject freight.

ARTICLE 3: PAYMENT

BROKER agrees to pay Carrier within thirty (30) days from receipt of original signed Bill of Lading and CARRIER'S invoice. Provided, however, that BROKER shall have the right to offset amounts in dispute with CARRIER concerning claims of any kind by deduction of said amount from freight charges due.

ARTICLE 4: INVOICING

Broker, unless otherwise agreed upon in writing signed by both parties, shall invoice the Shipper or Receiver for all charges and CARRIER shall not send any Invoice to Shipper or Consignees.

ARTICLE 5: BILLS OF LADING

The CARRIER shall, on each movement, issue a uniform (standard) Bill of Lading.

ARTICLE 6: OPERATING AUTHORITY

CARRIER, represents and warrants that the transportation services to be performed hereunder shall be conducted solely under CARRIER'S contract carrier authority and or under any common carrier authority and no common carrier rate other tariff provisions shall apply to transportation provided under this Agreement.

ARTICLE 7: EQUIPMENT AND DRIVERS

CARRIER, at its cost and expense, shall provide motor vehicle equipment for use in the services to be performed hereunder which is adequate and satisfactory to the BROKER and shall maintain such equipment in good and efficient condition. CARRIER, at its cost and expense, shall employ competent, reliable and physically drivers, and shall procure such licenses and permits as are required by local, state and federal authorities with respect to such transportation services.

ARTICLE 8: COMPLIANCE WITH APPLICABLE LAW

BROKER and CARRIER each agree to comply with applicable federal, state and local statutes, rules, and regulations and ordinances.

ARTICLE 9: LIABILITY

CARRIER'S liability for loss of damage to any property transported under this Agreement shall begin at the time the property is loaded upon the CARRIER'S equipment at point of origin and continue until the property is delivered to the designated consignee at destination or to any intermediate stop off party. Provided, ever such liability shall be subject to defenses relative to Acts of God, concealed damages or the inherent nature of commodities being transported which results in their damage.

ARTICLE 10: INDEMNIFICATION

CARRIER, agrees to and hereby does indemnify BROKER and save and hold BROKER harmless of, from and against, any and all loss, cost liability and claim, of any the same, or any kind or nature whatsoever in any way due to the fault of CARRIER or its agents or employees, including court cost and reasonable attorney's fees (whether or not litigation is commenced) caused by, arising from or growing out of any of the following matters:

- A. Injury or death of any person, including but not limited to employees or agents of the Carrier, in connection with CARRIER'S activities or performance of this Agreement.
- B. Damage to or destruction of any property, real or personal (including property of CARRIER, the commodities being transported and property if third parties), In connection CARRIER'S activities or performance of this Agreement.
- C. Any claims asserted against BROKER for breach of this Agreement, including but not limited to damages for late delivery, detention of layover cost, rejection of the Commodities, which indemnification shall include any and all related damage and Loss to BROKER.

ARTICLE 11: INSURANCE

CARRIER shall at all times during the term of this Agreement maintain Public Liability, Property Damage, Cargo, and Worker's Compensation Insurance with policy limits required by law. Provide BROKER with specific endorsement.

ARTICLE 12: CARRIER IS DEPENDENT CONTRACTOR

It is mutually understood and agreed that CARRIER is and shall remain an independent contractor and that neither party is authorized to act for or on behalf of the other party. BROKER specifically represents that it is not acting as an agent for any shipper of purposes of the Agreement or in conjunction with any transportation provided under this Agreement.

ARTICLE 13: SOLICITATION OF CUSTOMERS

CARRIER shall not solicit any customer developed or solicited by BROKER in connection with this Agreement until twelve (12) months after termination of this Agreement. If CARRIER breaches this Article, CARRIER shall pay BROKER, as liquidated damages and not as a penalty, an amount equal to fifteen (15) percent of the freight charges received each month by CARRIER from said customer. CARRIER shall pay said amount to BROKER monthly, on the last day of each month. CARRIER'S obligation to make monthly payments shall continue for twelve (12) months after termination of this Agreement.

ARTICLE 14: TERM

This Agreement shall remain in effect for a period of eleven (11) months together with the number of days remaining in this calendar month if this Agreement is signed on other than the first day of this month. This Agreement shall be renewed automatically for subsequent periods of not less than (12) months each. Provided, however, either party hereto cancel or terminate this Agreement at any time, without cause, upon not less than thirty (30) days prior written notice to the other. Further provided, that BROKER may terminate this Agreement at its discretion upon ten (10) days prior to written notice in the event of failure by CARRIER to cure, to satisfaction of BROKER, any of the following defaults within said notice period. Defaults giving rise the BROKER'S rights to terminate under this Article are as follows:

- A. Carrier admitting in writing, to any party and in any context, the inability to pay its debts Generally as they become due: or
- B. CARRIER becoming insolvent or consenting to the appointment of a receiver (or other similar Official) of itself or of the whole or substantial part of its property.

Immediate and automatic termination will occur if either of the following takes place:

- A. CARRIER'S filing of a petition in bankruptcy or petition to take advantage of any insolvency act: or
- B. CARRIER making an assignment for the benefit of it creditors or a petition in bankruptcy being filed against CARRIER or its being adjudicated in bankrupt in a court of competent jurisdiction.

ARTICLE 15: FORCE MAJEURE

Neither party hereto shall be liable for the failure to tender or timely transport freight under this Agreement if such failure, delay or other omission is caused by strikes, acts of God, war, accidents, civil disorder, or through compliance with legally constituted order of civil or military authorities.

ARTICLE 16: NOTICES

Any notice, demand, request or other instrument which may be or is required to be make or given under this Agreement shall be delivered in person or sent by United States certified mail, return receipt requestor, postage prepaid and addressed as shown in the first paragraph of this Agreement. Such notice is effective upon receipt by the addressee. The address to which any such notice, demand, request or other instrument must be sent may be changed if the parties to this Agreement are given written notification of such change of address.

ARTICLE 17: SUCCISSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and there respective successors in interest, assign and legal representatives.

ARTICLE 18: SEVERABLLTY

The failure of BROKER or CARRIER to insist upon the performance of any of the terms, covenants or conditions of this Agreement or to exercise any right or privilege herein, or the waiver by either party of any breach of any of the terms, covenants or conditions of this Agreement, shall not be constructed as thereafter waiving any such term, covenant or condition, right or privilege, but the same shall continue and remain in full force and effect the same as if no such forbearance or waiver had occurred. In the event of statute, ordinance or governmental rule or regulation shall apply to invalidate or supersede any of the terms and conditions of this Agreement; the remaining portions of this Agreement shall to the extent possible remain in full force and effect.

ARTICLE 19: ENTIRE AGREEMENT

This Agreement represents the entire agreement between the parties hereto with respects to the subject matter hereof and supersedes all other agreements, oral or written, with respect to such subject matter. No change in or addition to the terms provisions or conditions of this Agreement shall be valid of binding unless in writing duly executed by the authorized representatives of both parties hereto.

ARTICLE 20: LAW TO GOVERN

This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin, unless superseded specifically by applicable federal laws and regulations.

ARTICLE 21: ARBITRATION

Any controversy of claim arising out of or relating to this Agreement, or services performed under this Agreement, or the breach of this Agreement, or the validity of the Article, shall be settled by binding arbitration in the City and State of CARRIER'S jurisdiction in accordance with the Commercial Arbitration rules of American Arbitration Association, and judgment upon the award rendered by Arbitrator (s) may be entered in any court having jurisdiction thereof. The parties agree to accept service by certified mail, return receipt requested, through the United States postal service, of the initial claim documents, which begin fees. A claimant shall be the losing party in claims for money in which he is awarded less than fifty (50) percent of his claims.

ARTICLE 22: AUTHORIZATION

Signing parties to this Agreement certify that they are fully authorized by their company/corporation, employer, to sign this Agreement of behalf of their respective CARRIER and BROKER.

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

BROKER: Ristow Trucking, Inc.
1940 Ridgeway Street
Hammond, WI 54015

CARRIER: _____
Federal ID # _____

Federal ID # 39-1707914
Bond Company: American Contractors Indemnity Company
Bond Policy # 203522

By: _____
James H. Ristow, President

BY: _____
ITS _____

