



**Rochester Direct Corporation  
Carefree Shuttle, LLC  
SHIPPING AGREEMENT**

THIS AGREEMENT, MADE ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY AND BETWEEN ROCHESTER DIRECT CORPORATION or CAREFREE SHUTTLE, LLC, (CARRIER), AND \_\_\_\_\_, (SHIPPER);

WHEREAS, Shipper desires to hire Carrier to provide transport services pursuant to this Agreement, and terms and conditions set forth herein;

AND WHEREAS, Carrier desires to provide services in accordance with said terms and conditions and to receive compensation as provided herein;

NOW THEREFORE, in consideration of the agreements, promises, and terms and conditions herein, the Parties agree as follows:

1. **SCOPE OF AGREEMENT.** Carrier is a licensed motor carrier, registered with the Minnesota Department of Transportation. Carrier will provide transportation services as directed herein. Carrier is responsible to provide all equipment necessary to perform the requested services.
2. **RATES, CHARGES, AND PAYMENT.** Carrier shall invoice Shipper, and Shipper shall pay all invoices, in full. There shall be no offsets against any invoice issued herein, and all sums not paid when due shall bear interest at the rate of 8% per annum.
3. **FREIGHT DOCUMENTATION.** All shipments must be initiated by a signed and completed Bill of lading, a copy of which is attached to this Agreement.
4. **INSURANCE.** Carrier agrees to maintain in force and effect, policies of insurance providing vehicle casualty and liability insurance. It will self-insure for cargo losses up to \$20,000, or as otherwise agreed.
5. **CARGO LIABILITY.** Carrier shall be liable to Shipper of loss or damage to cargo occurring while in Carrier's possession, except to the extent that any loss or damage is caused by an act of God, or a public enemy, a public authority, an act of Shipper, its agents or assigns, or as a result of the inherent nature of the cargo. Carrier's possession of cargo under this Agreement shall begin when Carrier has taken actual physical possession of said cargo, and terminate upon tendering for delivery to Shipper's designated destination. Carrier's monetary liability shall be limited to the value of the cargo as stated on the "Documentation" form signed by the Shipper. Shipper agrees to pay all charges invoiced for additional insurance coverage in accordance with the value declared on the 'Documentation' form.
6. **CLAIMS.** Any claim for loss or damage to cargo transported pursuant to this Agreement must be filed in writing with Carrier within 15 calendar days of delivery, the measure of damages shall be the actual value of the cargo, as stated on the shipping invoice or instructions to Carrier. In no event shall Carrier be liable to Shipper or any other person for special, incidental, or consequential damages that may relate to loss, damage, or delay to a shipment unless Shipper has informed Carrier in written or electronic form, prior to or when tendering a shipment to Carrier, of the potential nature and type of such damage, and Carrier specifically agrees in written or electronic form to accept responsibility for such damages. In no event shall Carrier be liable to Shipper or any third person for punitive or exemplary damages that relate to loss, damage, or delay to a shipment.
7. **SEALED CARGO SHIPMENT.** If shipper loads and seals the cargo, and Carrier has no opportunity to examine the cargo, and the seal is intact upon delivery, Carrier shall be absolved from any liability for shortages for damage or shortages to said cargo.
  - (a) Carrier may break the seal upon said cargo if upon Carrier's determination it becomes reasonably necessary to do so to inspect, or otherwise protect the cargo, or Carrier's equipment, or to comply with federal, state municipal, or other governmental body laws, rules, or regulations, and shipper's consignee or destination designee may not refuse delivery of a shipment solely because the seal is broken.

(b) Shipper will have the right to reasonably determine to repair, repackage, salvage, or scrap damaged cargo. Any monies received in the course of salvage of the cargo shall be applied to any amount Carrier may be liable to pay in conjunction with the damage to said cargo. If Carrier is retained by Shipper to return the damaged cargo, Shipper agrees to pay all charges incurred in the repackage or reshipment of said cargo.

**8. INDEMNIFICATION.**

- (a) Carrier shall defend, indemnify, and hold Shipper harmless from and against all claims, liabilities, loss and damage, including reasonable attorney fees, caused by or resulting from the negligence of Carrier, its agents or employees, and/or Carrier or its employees or agent's violation of laws or regulations.
- (b) Shipper shall defend, indemnify, and hold Shipper harmless from and against all claims, liabilities, loss and damage, including reasonable attorney fees, caused by or resulting from the negligence of Shipper, its agents or employees, and/or Shipper's or its employees or agent's violation of laws or regulations.
- (c) In the event that any such claim, loss, or damage, including any fines, penalties, costs or expenses, is the result of joint or concurrent negligence of the Parties, the indemnity obligations in this section, including reasonable attorney fees, shall be borne by each party in accordance with any apportionment of fault herein.
- (d) In no event shall either party be liable to the other for indemnification within the scope of this section, for incidental, consequential special, exemplary or punitive damages. Any party indemnified pursuant to this section shall promptly tender the defense of any claim to the indemnifying party. Carrier's liability for cargo damage shall be governed by sections 6 and 7 above.

**9. HAZARDOUS MATERIALS.** Carrier will not accept for shipment any Hazardous Material as defined in the Hazardous materials Transportation Act, 49 U.S.C. §5101 et. Seq. and the regulations of the U.S. Department of Transportation.

**10. FORCE MAJEURE** In the event that performance by any Party is affected by any cause beyond the reasonable control, including without limitation, fire, labor strife, riot, war, weather conditions, acts of a public enemy, acts of God, acts of terrorism, local or national disruptions to transportation networks or operations, material equipment repairs, fuel shortages, governmental regulation or request or requisition for national defense, and provided that the applicable cause is not attributable to the acts or omissions of such Party, and such Party is taking reasonable measures to remove or mitigate the effects of the applicable cause, the running of all periods of time mentioned herein and the performance of all obligations required herein shall be suspended during the continuance of such interruption, and such Party shall promptly notify the other of such interruption. Such period of suspension shall not in any way invalidate this Agreement, but upon the resumption of operations, any affected performance by such Party shall be resumed.

**11. NOTICES** Any notice required to be given under this Agreement shall, unless otherwise indicated, shall be deemed sufficiently given if it is delivered by hand or sent by prepaid mail, registered or certified, return receipt requested, by a nationally recognized courier, or facsimile transmission with conforming copy sent by first class mail, to the address or fax number and to the attentions of the individual or department noted on the signatory provision hereof.

**12. ENTIRE AGREEMENT.** This Agreement, and any attached Appendices, constitutes the entire agreement between the Parties, and supersedes any prior agreements, representations, warranties, statements, promises, arrangements, and understandings, whether oral or written, expressed or implied, with respect to the subject matter hereof.

**13. CAPTIONS** The captions set forth in this Agreement are for convenience only and shall not be considered a part of this Agreement nor affect in any way the meaning of the terms and provisions hereof.

**14. SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. This Agreement may not be assigned by either Party without the written consent of the other Party, except to a wholly owned subsidiary of such Party.

**15. AMENDMENT.** No amendment or modification of the terms of this Agreement shall be binding unless in writing and signed by the Parties.

**16. SEVERABILITY.** Any term or provision of this Agreement that is held to be invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

17. **WAIVER.** No waiver of any right, power, or privilege hereunder shall be binding upon any Party unless in writing and signed by the Party against which the waiver is being asserted.

18. **COUNTERPARTS** This Agreement may be executed in one or more counterparts, any or all of which constitute one and the same instrument.

19. **GOVERNING LAW** This Agreement shall have precedence over any federal or state provision governing or dealing with the specific provisions of this Agreement. The Parties agree that pursuant to 49 U.S.C. §14101(b)(1) they expressly waive any and all rights and remedies under the Interstate Commerce Commission Termination Act, as amended, and regulations promulgated thereunder, including part B of Subtitle IV, Interstate Transportation, 49 U.S.C. §13101, et seq., (the Acts) that may be inconsistent with this agreement. No Party shall challenge this agreement on the grounds that any such provision violates the waived rights and remedies under the Act.

20. **CONFIDENTIALITY.** The parties shall keep confidence and not disclose to any third party, the terms of this agreement, nor any confidential or proprietary information about the other Party, such as, but not limited to rates, value, origin, destination, or destination or consignee of any shipment hereunder. The Parties may disclose such terms and information to the extent required by law, or to obtain financing, or to accountants and auditors to the limited extent of their needs to assess the accuracy of freight bills.

21. **USE OF NAME PROHIBITED** Neither Party may use the other's name, trademarks, or trade names, in any manner, without the express written consent of the other.

22. **COMPLIANCE WITH LAWS AND REGULATIONS.** The Parties shall, at all times, comply with all applicable federal, state, and municipal laws, rules, and regulations.

ROCHESTER DIRECT CORPORATION  
CAREFREE SHUTTLE, LLC  
CARRIER

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address P.O. Box 5845

Rochester, MN 55903

\_\_\_\_\_  
SHIPPER

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_