



# SHIPPER/BROKER TRANSPORTATION AGREEMENT

This Shipper/Broker Transportation Agreement (“Agreement”) is entered into by and between:

**Crown Regal Logistics, LLC**

(“Broker” or “CRL”)

and

(“Shipper”) \_\_\_\_\_

Effective Date: \_\_\_\_\_

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## 1. PURPOSE

Broker is a licensed freight brokerage and logistics coordination company that arranges transportation services through authorized motor carriers. Shipper desires to engage Broker to coordinate transportation and freight-related services.

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## 2. SERVICES PROVIDED

Broker agrees to arrange transportation services for Shipper through properly licensed and insured motor carriers.

Services may include:

- Freight brokerage coordination
- Dispatch support
- Carrier scheduling
- Shipment tracking
- Load management
- Transportation communication support

Broker acts solely as a transportation broker and not as a motor carrier.

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### **3. RATE CONFIRMATIONS**

Each shipment arranged by Broker shall be governed by a separate Rate Confirmation Sheet.

The Rate Confirmation shall include:

- Pickup location
- Delivery location
- Commodity information
- Equipment requirements
- Agreed freight charges
- Special handling instructions

Shipper acknowledges that each signed or electronically accepted Rate Confirmation becomes binding upon the parties.

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### **4. PAYMENT TERMS**

Shipper agrees to pay Broker according to the rates listed in the applicable Rate Confirmation.

Unless otherwise agreed in writing:

- Payment terms are Net 30.
- Invoices are due within thirty (30) days of invoice date.
- Late payments may incur a late fee of 1.5% per month.
- Shipper agrees to reimburse Broker for reasonable collection costs, attorney's fees, and court costs incurred in collecting unpaid balances.

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## 5. DETENTION, LAYOVER, AND TONU

Shipper acknowledges that additional charges may apply for:

- Detention
- Layover
- Truck Ordered Not Used (“TONU”)
- Re-delivery attempts
- Driver wait time

Such charges shall be supported by carrier documentation and communicated through Broker.

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## 6. CARGO CLAIMS

Shipper shall notify Broker in writing of any cargo loss, damage, or shortage claims within nine (9) months of delivery.

Broker shall assist in communicating claims to the responsible carrier; however, Broker shall not be liable for cargo loss, damage, delay, or theft unless directly caused by Broker’s gross negligence or intentional misconduct.

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## 7. CANCELLATION FEES

Shipper agrees that cancellation fees may apply if a load is canceled after a carrier has been dispatched or assigned.

Applicable fees may include:

- TONU charges
  - Layover charges
  - Administrative fees
  - Detention compensation
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## 8. LIABILITY LIMITATIONS

Broker shall not be liable for:

- Carrier service failures
- Delays caused by weather, traffic, or mechanical breakdowns
- Acts of God
- Cargo spoilage beyond Broker's control
- Missed delivery appointments caused by third parties

Broker's liability shall be limited to the amount of brokerage fees earned on the specific shipment giving rise to the claim.

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## 9. INDEMNIFICATION

Shipper agrees to defend, indemnify, and hold harmless Broker from any claims, liabilities, damages, losses, fines, penalties, or expenses arising from:

- Improperly packaged freight
- Hazardous materials violations
- Inaccurate shipment information
- Shipper negligence
- Regulatory violations caused by Shipper

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## 10. CONFIDENTIALITY

Both parties agree to maintain the confidentiality of proprietary business information, pricing, customer information, and operational procedures exchanged during the course of this Agreement.

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## 11. GOVERNING LAW

This Agreement shall be governed by and construed under the laws of the State of Florida.

Venue for any legal action arising under this Agreement shall lie exclusively in Broward County, Florida.

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# 12. TERM AND TERMINATION

Either party may terminate this Agreement upon thirty (30) days written notice.

Broker may terminate this Agreement immediately for:

- Nonpayment
- Fraudulent activity
- Material breach
- Unsafe or unlawful shipping activity

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# 13. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations, discussions, or agreements relating to the subject matter herein.

Any modifications to this Agreement must be made in writing and signed by both parties.

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# AGREED AND ACCEPTED

## SHIPPER

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

Authorized Representative: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

## BROKER

Crown Regal Logistics, LLC

Authorized Representative: \_\_\_\_\_

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

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

Date: \_\_\_\_\_