

Automobile Transportation Agreement Terms of Service – Transporter

This Agreement is between CarsArrive Network, Inc. (hereinafter referred to as "CarsArrive") a California Corporation, and the following company (hereinafter referred to as "Transporter"): PLEASE PRINT LEGIBLY

Company Legal Name: _____
Address: _____ City, St. Zip: _____
Contact Person: _____ Phone: (____) _____

1. **Transporter** hereby engages and retains CarsArrive to assist in arranging transportation of automobiles on behalf of Transporter, through the use of CarsArrive's Internet database and proprietary software. Transporter hereby agrees and acknowledges that CarsArrive is an Internet information provider, and as such facilitates transportation arrangements for automobiles, and as such, bears no liability or responsibility for the physical shipment of automobiles performed by Transporter. Transporter agrees to provide CarsArrive the identity of Transporter's insurer for its trucking and transportation operations and the types and amounts of coverage maintained. Transporter agrees to maintain the types and levels of insurance required by the Federal Motor Carrier Safety Administration relative to Transporter's business as a motor common carrier.

2. **CarsArrive** agrees to undertake reasonable effort make its database available to Transporter to view loads (motor vehicles) available for shipment, which are posted thereon by participating dealers or other shipping firms (hereinafter Shipper). CarsArrive agrees to provide ample notification via email and fax of the transportation arrangements made on behalf of Transporter. CarsArrive agrees to be the payment clearing house on behalf of Transporter, forwarding applicable payments to Transporter after delivery of assigned loads and upon receipt of payment for said transportation from Shippers. Transporter hereby acknowledges that Shipper bears full responsibility and liability for payment of loads, and that CarsArrive is merely a fee-forwarding agent. Transporter must provide CarsArrive with an invoice and ICC Bill of Lading signed by the Shipper's authorized recipient of each delivery, in order for CarsArrive to obtain funds from the shipper on behalf of Transporter. CarsArrive will forward fund to the Transporter not later than 30 days from the date an invoice and signed ICC Bill of Lading are received from Transporter.

3. **Transporter** agrees to provide its transportation services for loads arranged from CarsArrive's database at the rates and fees published therein. Transporter further agrees and acknowledges that CarsArrive's participating Shippers have the right to reject any Transporter or loads arranged through the CarsArrive database, within 24 hours of receipt of notice of transportation arrangements from CarsArrive. Transporter agrees to directly contact the pickup location provided by CarsArrive, and not rely upon the representations by CarsArrive to the transporter regarding details of a load, availability for pickup or delivery location. Transporter agrees and acknowledges that Transporter will be paid for ONLY AND EXACTLY the cars on the Shipper's Bill of Lading provided by CarsArrive. Transporter agrees that vehicles hauled which are not on the authorized shipping documents provided by CarsArrive, whether in error or verbal instruction of the pickup location personnel, WILL NOT BE PAID BY THE SHIPPER CONTRACTING FOR THE LOAD AND THEREFORE NOT PAID BY CARSARRIVE. Transporter also agrees that time is of the essence in delivery of vehicles, and that loads delivered later than Transporter's committed delivery date may be subject to discount at the Shipper's sole discretion, and if mandated by the Shipper, Transporter agrees to accept reduced shipping fees as a result of Transporter's failure in meeting its own delivery date, for any reason whatsoever.

4. **Fees.** Transporter agrees to provide its transportation services for the loads obtained from the CarsArrive database at the rates and fees published on the CarsArrive system for each respective load. Any attempt to adjust the fees or renegotiate the fees after identification of an available load may result in cancellation of the assignment to Transporter. Transporter further agrees that collection of COD funds is not authorized nor permitted under this agreement, and violation may cause a load penalty to be assessed against Transporter by CarsArrive for disrupting the relationship between CarsArrive and its customer. Invoices are paid within 14 - 21 days from submission of the signed paperwork. For \$25.00 off per load of the Transporters fee, CarsArrive offers Transporter the option to receive funds for payment by Comchek within 24-48 hours of submitting an invoice and signed ICC Bill of Lading. Comchek may be selected by contacting CarsArrive personnel directly when the load is dispatched or when taking a load off the CarsArrive web site. Terms can not be changed from Invoice to Comchek after accepting a dispatch.

Signed: _____ Title: _____
Transporter: (printed name of signer) _____
Accepted by: _____ Acceptance Date: _____
Michael Briggs, Transportation Director

**ADDITIONAL TERMS AND CONDITIONS ARE INCLUDED IN THIS AGREEMENT ON PAGES
TWO (2) & THREE (3)**

5. **Term of Service:** This agreement is applicable from the Acceptance Date noted herein, whether retroactive to the first date of actual usage or the current date, as determined by CarsArrive, and remains in full force and effect until modified or cancelled in writing by either party. CarsArrive reserves the right to change or alter these terms of service from time to time either by written notification to Transporter or by posting a revised agreement on its Internet website. Transporter has the right to cancel this Agreement at any time upon written notice to CarsArrive at its Internet-published place of business, which cancellation will be effective upon delivery by Transporter for all loads (if any) in transit at the time of notice of cancellation and upon payment in full of any fees owed to CarsArrive. CarsArrive reserves the right to terminate Transporter's access to the CarsArrive database upon verbal or written notice to Transporter, for any violation of this Agreement or non-conformance with delivery obligations to Shippers affiliated with CarsArrive. Cancellation of service will not be the sole remedy available to CarsArrive for non-performance by Transporter.

6. **No warranty; Limitation of Liability; Indemnification:** Transporter agrees to maintain adequate insurance coverage to cover any potential losses which may arise from transportation of motor vehicles, including but not limited to, personal injury or property damages incurred by third parties. Transporter agrees to hold harmless and indemnify CarsArrive from any claims, lawsuits or causes of action arising, directly or indirectly, from any incident involving the transportation of any load arranged through the use of CarsArrive's internet database resulting in personal injury or property damage or both as a result of any negligence or wrongful act of Transporter, its servants, agents or employees. In consideration of Transporter's use of CarsArrive's internet database system, Transporter agrees that CarsArrive shall bear no liability for the performance, conduct, actions or delivery results of Transporter through the use of CarsArrive's internet database system. Transporter further agrees to indemnify and hold harmless CarsArrive from damages or losses incurred by Transporter in the event of non-payment by Shipper for whatever reason. Transporter acknowledges that CarsArrive is a fee-forwarding agent, and as such, CarsArrive will remit to Transporter fees only if and when fees are collected from the Shipper. In the event Transporter violates any provision of this Agreement, CarsArrive shall be entitled to its costs, including attorneys fees, incurred in pursuing remedies due under this Agreement.

7. **Non-transferability:** This Agreement is not transferable, assignable or conveyable in any form or manner to another party without the prior written consent of CarsArrive.

8. **Confidentiality; Proprietary Information:** The identity of CarsArrive's Shippers (its customer list) is proprietary and confidential and intended for the sole use of CarsArrive. If Transporter hauls loads for a CarsArrive Shipper, without CarsArrive's participation, Transporter agrees to pay CarsArrive 10% of the load fees of shipments for said Shipper for 24 months from the date of first instance, as liquidated damages. This provision does not apply to Shippers for whom Transporter hauled loads prior to participation with CarsArrive. In addition, CarsArrive treats electronic messages as private. Transporters should be aware that electronic messages may be intercepted lawfully or unlawfully outside of CarsArrive's system. CarsArrive cannot guarantee the privacy of its system, or the stored data of Transporter on CarsArrive's system.

9. **Trademarks and Copyrights:** CarsArrive hereby asserts that its database functions and software code, its system, services and methods of business are proprietary and confidential, and to the extent applicable, hereby claims and asserts rights of trademark and copyright over its database functions and software code, its system, services and methods of business. Transporter agrees not to disclose, discuss, publish or duplicate CarsArrive's proprietary intellectual property and methods, except that which is readily available and known to the public. Transporter agrees to not attempt to discover CarsArrive's proprietary software code or functionality (no hacking), and agrees to in no way attempt to disrupt the function or operation of CarsArrive's systems and/or services.

10. **Entire Agreement:** This agreement, the terms of service contained herein, and the contents of the Bill of Lading for the individual load in question which is incorporated herein by reference, shall supersede all other written and oral communications or agreements regarding the subject matter of this agreement between the parties hereto. The entire agreement of the parties hereto is contained within the four corners of this agreement and the Bill of Lading form applicable to the specific load for which payment above is being made. Any waiver or modification of this agreement shall be effective only if in writing and signed by an authorized officer or agent of CarsArrive.

11. **Choice of Law/Venue:** The parties herein consent that this agreement shall be governed by and construed in accordance with the laws of the state of Georgia. Any legal action or proceeding arising pursuant to this agreement shall be brought in the applicable appropriate court of Fayette County, Georgia and the parties herein consent to the exercise of personal jurisdiction over them in said courts.

12. **Severability:** Any provision of this agreement which is found to unenforceable shall be severed from the remainder of the agreement and the remaining portions of the agreement shall be fully enforceable without the severed provision or provisions.

13 No Brokering of Loads. Transporter hereby agrees to not broker, re-broker, re-assign, forward, relay or otherwise transfer in any way, loads to other companies which are obtained through CarsArrive. Transporter further acknowledges that all loads obtained via the CarsArrive database are for the sole and exclusive use of the Transporter who is a party to this agreement. Transporter agrees that all loads accepted by it or its user logon are the responsibility of said Transporter, regardless of who hauls the load. Transporter further agrees, as liquidated damages for violation of this provision of this Agreement, which it will pay CarsArrive an amount equal to 50% of the shipping fee for each load discovered by CarsArrive to have been brokered, pursuant to the definition of this paragraph

END OF AGREEMENT. See signatures above