

# Vehicle Transportation Agreement

## Terms of Service – Shipper

This Agreement is between CarsArrive Network, Inc. (hereinafter referred to as "CarsArrive") a Georgia Corporation, and the following company (hereinafter referred to as "Shipper"):

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

Address: \_\_\_\_\_ City, State, ZIP: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

1. **Shipper** hereby engages and retains CarsArrive to assist in arranging transportation of automobiles on behalf of Shipper, through the use of CarsArrive's Internet database and proprietary software. Shipper hereby agrees and acknowledges that CarsArrive is a load matching and database management service, and as such, bears no liability or responsibility for the physical shipment of automobiles on behalf of Shipper. Shipper agrees to hold the transportation firm (hereinafter "Transporter") liable for, and hold CarsArrive harmless from, any and all expense associated with damage, delays or dereliction of Transporters engaged by Shipper through the CarsArrive database or services.

2. **Shipper** agrees to post accurate and current information on the CarsArrive database regarding loads available for shipment. Shipper retains the right to reject any Transporter arranged through the CarsArrive database, within 24 hours of receipt of notice of transportation arrangements from CarsArrive. Shipper agrees to DELETE loads no longer available for shipment. If Shipper rejects a load and then DELETES the load, for any reason whatsoever, AFTER CarsArrive HAS FOUND A TRANSPORTER FOR THE LOAD, Shipper agrees CarsArrive has performed its services as agreed and will pay CarsArrive a fee equal to 10% of the original shipping price. [Please initial here to expressly accept this provision. \_\_\_\_\_]

3. **CarsArrive** agrees to make its unique and proprietary database and software available to Shipper to post loads (automobiles) available for shipment, to be viewed and selected by available participating Transporter. CarsArrive agrees to put forth reasonable efforts to allow Internet database access to Transporters and trucking firms who are available to haul loads for Shipper, and whose insurance coverage has been reported to conform to industry norms and requirements. Notwithstanding, Shipper agrees to independently confirm that Transporter maintains adequate insurance coverage before the transportation of any shipment by Transporter, and not rely solely upon representations made by the Transporter to CarsArrive. CarsArrive agrees to undertake reasonable efforts to provide ample notification via email and fax of the transportation arrangements made to ship loads for Shipper.

4. **Shipper** agrees to have CarsArrive act as the payment clearing house between Shipper and Transporter and that CarsArrive will forward Shipper's payment to Transporter upon Shipper's delivery of funds to CarsArrive for payment to Transporter, after Transporter's successful delivery of Shipper's load to the delivery location. **Shipper agrees to pay all transportation fees to CarsArrive at the time service is completed, and that CarsArrive has the option at its sole discretion to retain possession of cars until transportation fees are paid in full.** In the event CarsArrive extends credit to Shipper and delivers cars before payment is received, Shipper agrees to pay CarsArrive **at the latest within 10 business days of receipt of vehicles.** In the event it becomes necessary to employ the use of a collection agency and/or attorney in the collection of freight charges, an amount of 1.5% per month or portion thereof of the outstanding freight charges **plus a collections fee of \$250.00**, plus other costs and attorney fees if necessary, shall be assessed in addition to applicable freight charges. To avoid the imposition of these charges, Shipper must pay invoice within the 10 business days after load delivery. [Please initial here to expressly accept this provision. \_\_\_\_\_]

5. **Shipper's Remittance Liability:** By acting as payment clearing house, CarsArrive accepts no liability or obligation to pay shipping fee owed by Shipper to Transporter if Shipper fails to make payment. Shipper agrees to accept full responsibility for payment of shipping fees owed to Transporter. Shipper agrees to indemnify and hold CarsArrive harmless for any costs, including attorneys fees, incurred by CarsArrive as a result of Shipper's failure to pay transportation fees owed to Transporter and CarsArrive by Shipper. Furthermore, Shipper agrees to pay the full amount of transportation fees quoted by CarsArrive as a condition of CarsArrive posting load availability and transportation assignment. Any attempt to adjust the fees or renegotiate the fees after identification of a willing transporter may result in failure to have the load delivered on a timely basis. If Shipper elects to pay Transporter C.O.D. or directly, Shipper hereby agrees to pay CarsArrive a brokerage fee equal to 10% of the full transportation fee. SHIPPER ACKNOWLEDGES AND CONSENTS THAT CARSARRIVE NETWORK WILL DEDUCT A LOAD PLACEMENT FEE FROM THE TOTAL SHIPPING PRICE CARSARRIVE PAYS TO THE TRANSPORTATION FIRM.

In witness hereof, and as an indication of agreement with the above terms of service and the provisions contained ON PAGE 2 OF THIS AGREEMENT (attached or on the reverse side), the parties have caused their authorized representatives to sign this Agreement.

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

Shipper (printed name of signer): \_\_\_\_\_

Accepted by: \_\_\_\_\_ Acceptance Date: \_\_\_\_\_

Michael Briggs, Executive Vice President

6. **Term of Agreement:** This agreement is applicable from the Acceptance Date noted on page 1 herein, as determined by CarsArrive, and remains in full force and effect until cancelled in writing by either party. CarsArrive reserves the rights to change or alter these terms of service from time to time by either written notification to Shipper or posting on the CarsArrive website. Shipper 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 payment by Shipper for all loads (if any) in transit at the time of notice of cancellation. CarsArrive reserves the right to terminate Shipper's access to the CarsArrive database and software upon written notice to Shipper, for any violation of this Agreement or non-payment of amounts due CarsArrive. Cancellation of service will not be the sole remedy available to CarsArrive for non-performance by Shipper. Said cancellation by either party to this agreement shall not terminate Shipper's obligation to pay for gross shipping fees owed for shipments already completed and/or shipments in progress at the time written notice is received from either party canceling this agreement, nor does cancellation exempt shipper from the provisions of paragraph 9 & 10 below.

7. **No warranty; Limitation of Liability; Indemnification:** Shipper agrees to hold Transporter liable 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. Shipper 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 Shipper's load resulting in personal injury or property damage or both as a result of any negligence or wrongful act of Shipper, its servants, agents or employees or of any Transporter referred to Shipper by CarsArrive. In consideration of Shipper's use of CarsArrive's internet database system, Shipper agrees that CarsArrive shall bear no liability for the performance, conduct, actions or delivery results of any Transporter hired by Shipper through the use of CarsArrive's internet database system.

8. **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.

9. **Confidentiality; Proprietary Information:** The identity of CarsArrive's Transporters (its customer list) is proprietary and confidential and intended for the sole use of CarsArrive. If Shipper ships loads using a CarsArrive Transporter, without CarsArrive's participation, Shipper agrees to pay CarsArrive 10% of the gross shipping fees for said Transporter for **24 months from the date of first instance, as liquidated damages**. This provision does not apply to Transporters with whom Shipper has shipped loads prior to participation with CarsArrive, as listed below. In addition, CarsArrive treats electronic messages as private. Shipper 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 Shipper on CarsArrive's system.

10. **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. Shipper 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. Shipper 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.

11. **Miscellaneous:** This agreement, the terms of service contained herein, and the contents of the load information form, 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 load information 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.

12. **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 appropriate applicable Court of Fayette County, Georgia and the parties herein consent to the exercise of personal jurisdiction over them in said courts.

13. **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.

List of Transporters excluded from Propriety Information provisions as referenced in paragraph 9 above:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

END OF AGREEMENT. See signatures above.