

Carrier Name: _____

Address: _____

Telephone Number: _____

Fax Number: _____

Dot Number: _____

Broker-Carrier
TRANSPORTATION AGREEMENT

THIS AGREEMENT, made this _____ day of _____, year of 20____, at Conley, DeKalb County, Georgia, by and between Morgan Systems, Inc., 1500 Cedar Grove Road, Conley, GA 30288 ("Broker") and _____ ("Carrier") of _____

RECITALS

WHEREAS, Carrier is a contract carrier operating pursuant to permit(s), in MC- _____; Broker is duly licensed by the appropriate Federal Agency, holds an appropriate Surety Bond, and desires to utilize the contract carrier services of Carrier designed to meet Broker's distinct needs;

NOW THEREFORE; the parties hereto mutually covenant and agree as follows:

1. Shipments: This Agreement contemplates a series of shipments and governs all transportation arrangements between the parties.
2. Term: This Agreement shall continue in effect for a period of one (1) year and thereafter on a month to month basis, subject to cancellation upon thirty (30) days written notice.
3. Carrier's Responsibility: Carrier shall meet the distinct needs of Broker through transportation of Broker's traffic the rate levels and on terms identified in rate confirmations to Carrier, which by this reference shall be apart thereof, to the destination or destinations there set forth on bills of lading issued by Carrier. Carrier herein appoints Broker as its exclusive agent for receipt of transportation charges incurred in the movement of shipments handled by Carrier and made available by Carrier and will look to no other source for payment of freight charges. Carrier will present freight bills for freight charges to Broker at Broker's principle place of business. Broker shall make payments within thirty (30) days of receipt of clear delivery, and any such additional documents required by Broker. Carrier shall have no lien upon any shipment for payment of freight charges.
4. Equipment and Costs: Carrier agrees to furnish suitable equipment properly maintained and operated in compliance with Local, State, and Federal regulations and shall have sole and exclusive control over the manner and method of operation. Carrier shall assume and pay all costs and expenses incident to the transportation of shipments tendered under this Contract.
5. Back Solicitation: Carrier agrees that it shall not, during the term hereof, and for a period of one (1) year from the date of termination of the Agreement, directly or indirectly solicit or otherwise initiate contact with any person or customer of Broker with whom Carrier had initial and substantial contact through operations pursuant to this Agreement, for the purpose of transporting shipments directly for or on behalf of such person or customer. As violation of the provisions of this Paragraph would cause irreparable injury to Broker, and there is no adequate remedy at law or in equity, Broker shall be entitled to enjoin Carrier in a court of equity from violating such provision, and seek appropriate damages together with costs and attorney fees.
6. Indemnification: Carrier shall be liable to Broker and the parties identified on bills of lading issued by Carrier for the full actual value of all loss, damage or delay to shipments, and in addition shall indemnify, defend and save harmless Broker and its subsidiaries and their respective officers, directors and employees from and against all liabilities, court costs, expenses of legal counsel and expert witnesses, which are the result of or arising out of any or all the work or services performed under this contract by Carrier or its contractors. Broker may set off any claim amount from freight charges due and owing.
7. Warranties/personal guaranty as to Performance: Carrier warrants and represents to Broker that no improper or illegal activity is or will be conducted by Carrier affecting in any way cargo tendered by Broker. The undersigned acknowledges that he benefits from this Agreement and personally guarantees the payment and performance of all carrier warranties, terms and conditions of this Agreement.

8. Insurance: Carrier shall procure and provide to Broker certificates naming Broker as certificate holder, and maintain in force continuously throughout the term of this Contract, the following types of insurance (a) Comprehensive General Liability Insurance, in no event less than \$1,000,000.00 and (b) All-Risk Non-Scheduled Vehicle Cargo Insurance with a per occurrence minimum liability limit of \$100,000.00 extending coverage on each shipment tendered pursuant hereto.
9. Overcharges and Undercharges: Carrier specifically disclaims application of published or non-published tariffs and acknowledges that any rate of Carrier in excess of rate named herein an unreasonable and inapplicable rate.
10. Status of Carrier: In the performance of the transportation services, Carrier shall be an independent for-hire contract carrier and shall not be or act as an agent or employee of Broker.
11. Jurisdiction and Venue: Any and all disputes arising under this Agreement shall be resolved by Courts, either Federal or State as applicable, in the State of Georgia, and Carrier assents to jurisdiction and venue in the State Court of DeKalb County, Georgia or the U.S. District Court of the Northern District of Georgia, Atlanta Division.
12. Applicable law: The laws of Georgia shall govern the terms of this contract. Any conflict between the terms hereof and (a) the bill of lading on which a shipment moved, (b) Federal statute to the extent subject to waiver, and (c) Federal regulations shall be resolved in favor of and pursuant to the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Transportation Agreement at Conley, DeKalb County, Georgia, by their duly authorized representatives on the date first written, in duplicate.

Morgan System, Inc.

Carrier:

By: Scott Petit

By: _____

Its: General Manager

Its: _____

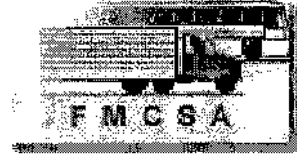
FMCSA Motor Carrier

USDOT Number: **1698312**

Docket Number: **MC536938**

Legal Name: **MORGAN SYSTEMS, INC.**

DBA (Doing-Business-As) Name



Addresses

Business Address: **1500 CEDAR GROVE ROAD
CONLEY, GA 30288**

Business Phone: **(404) 366-4744** Business Fax:

Mail Address: **PO BOX 12597
ATLANTA, GA 30315**

Mail Phone: _____ Mail Fax: _____ Undeliverable Mail: **NO**

Authorities:

Common Authority:	NONE	Application Pending:	NO		
Contract Authority:	NONE	Application Pending:	NO		
Broker Authority:	ACTIVE	Application Pending:	NO		
Property:	YES	Passenger:	NO	Household Goods:	NO
Private:	NO	Enterprise:	NO		

Insurance Requirements:

BIPD Exempt:	NO	BIPD Waiver:	NO	BIPD Required:	\$750,000	BIPD on File:	\$0
Cargo Exempt:	NO	Cargo Required:	NO	Cargo on File:	NO		
BOC-3:	YES	Bond Required:	YES	Bond on File:	YES		

Blanket Company: **AMERICAN MOVING AND STORAGE ASSOCIATION**

Comments: _____

1 Active/Pending Insurance:

Form: 84	Type: SURETY	Posted Date: 11/14/2005
Policy/Surety Number: 69986753	Coverage From: \$0	To: \$10,000
Effective Date: 11/14/2005	Cancellation Date:	

Insurance Carrier: WESTERN SURETY CO.

Attn:

Address: 101 SOUTH PHILLIPS AVE.
SIOUX FALLS, SD 57104 US

L Telephone: (605) 336 - 0850 Fax: (605) 335 - 0357

Note:

* If a carrier is in compliance, the amount of coverage will always be shown as the required Federal minimum (\$5,000 per vehicle, \$10,000 per occurrence for cargo insurance, \$10,000 for bond/trust fund for property brokers, and \$25,000 for bond/trust fund for household good brokers). The carrier may actually have higher levels of coverage.