

# Motor Carrier Services Agreement

<b>Carrier Name:</b>	IHT, Inc. dba I Heart Trucking
<b>Carrier Address:</b>	11 Bridgeview Dr, Kimberling City, MO 65686
<b>Shipper Name:</b>	Procter & Gamble
<b>Shipper Address:</b>	Procter & Gamble Plaza, Cincinnati, Ohio 45202 USA
<b>Initial Term:</b>	12 months
<b>Effective Date:</b>	09/04/2024
<b>Payment Terms:</b>	net 30 days
<b>Standard Cargo Loss/Damage Limit:</b>	\$200,000
<b>High Value Cargo Loss/Damage Limit:</b>	\$300,000
<b>Insurance Requirements:</b>	See Exhibit A
<b>Governing Law State:</b>	State of Illinois

**THIS MOTOR CARRIER SERVICES AGREEMENT** (the "Agreement"), effective as of the date on which this Agreement first becomes fully executed (the "Effective Date"), is made and entered by and between the Carrier named above with offices at the address set forth above ("Carrier") and the Shipper named above with offices at the address set forth above ("Shipper") (collectively, the "Parties" and individually each, a "Party").

**WHEREAS**, Carrier is licensed as a for-hire motor carrier by the Federal Motor Carrier Safety Administration ("FMCSA"), or by appropriate State agencies, and as a licensed motor carrier offers transportation of property; and

**WHEREAS**, Shipper has a need for transportation services offered by Carrier;

**NOW THEREFORE**, intending to be legally bound and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Carrier and Shipper agree as follows:

## 1. TERM AND TERMINATION

The term of this Agreement shall commence on the Effective Date listed above, shall remain in force for the initial term of 12 months set forth above, and shall automatically renew for successive one year periods; provided, however, that either Party may terminate this Agreement at any time by giving thirty (30) days prior written notice.

## 2. CARRIER'S OPERATING AUTHORITY

Carrier represents and warrants that it is duly and legally qualified to provide all transportation services contemplated herein, including that it will hold motor carrier authority issued by the FMCSA and that its drivers will be duly licensed for the provision of the services.

### **3. FREIGHT CHARGES AND PAYMENTS**

Rates and charges applicable to Carrier's services will be agreed in writing by the parties, including via electronic communications. Payment shall be made by Shipper in accordance with the payment terms of net 30 days set forth on the first page of this Agreement.

### **4. FREIGHT LOSS, DAMAGE OR DELAY**

Carrier shall be liable for cargo loss or damage in accordance with the provisions of 49 USC 14706, which liability shall be limited to the lesser of the full value of the landed cost of the goods or the Standard Cargo Loss/Damage Limit of \$200,000 set forth on the first page.

### **5. INSURANCE**

At all times while this Agreement remains in effect, Carrier shall procure and maintain insurance coverage meeting or exceeding the requirements set forth in Exhibit A to this Agreement.

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## 6. INDEMNITY

CARRIER SHALL INDEMNIFY AND HOLD SHIPPER AND ITS OFFICERS, DIRECTORS AND EMPLOYEES HARMLESS FROM AND AGAINST, AND PAY AND REIMBURSE, ANY AND ALL LIABILITIES, DAMAGES, FINES, PENALTIES, COSTS, CLAIMS, INTEREST AND EXPENSES (INCLUDING COST OF DEFENSE, SETTLEMENT AND REASONABLE ATTORNEY FEES), TO THE PRORATED EXTENT CAUSED BY: (I) NEGLIGENCE OR WILLFUL MISCONDUCT OF CARRIER OR ITS EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS OR SUBCONTRACTORS; (II) VIOLATIONS OF ANY FEDERAL, PROVINCIAL, STATE OR LOCAL LAW, STATUTE, REGULATION OR RULE BY CARRIER OR ITS EMPLOYEES; OR (III) CARRIER'S BREACH OF THIS AGREEMENT.

## 7. COMPLIANCE WITH LAW

Both Parties shall comply with all applicable federal, state or provincial laws, rules, or regulations applicable to their operations.

## 8. SUB-CONTRACT PROHIBITION

Carrier agrees that all freight tendered to it by or on behalf of Shipper shall be transported on equipment operated only under the for-hire motor carrier authority of Carrier, and that Carrier shall not in any manner sub-contract, broker, or in any other form arrange for the freight to be transported by a third party without the prior written consent of Shipper.

## 9. GOVERNING LAW AND VENUE; WAIVER OF JURY TRIAL

This Agreement, and any disputes arising therefrom, will be governed exclusively by, and construed and enforced exclusively in accordance with, the laws of the State of Illinois without regard to or application of its conflicts-of-laws provisions. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

## 10. MISCELLANEOUS

This Agreement, including any supplements to or revisions thereof, exclusively states the rights and obligations of the Parties and supersedes all other agreements and/or tariffs published or provided by Carrier. If any portion of this Agreement is deemed unenforceable for any reason, such portion shall be severable and the remaining provisions of this Agreement shall continue in full force and effect.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed in their respective names by their duly authorized representatives.

**Carrier**

**Shipper**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

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

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

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## **Exhibit A to Motor Carrier Services Agreement**

### **Minimum Insurance Requirements**

See attached

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## Exhibit B to Motor Carrier Services Agreement

### Freight Rates

No.	Origin Code	Origin City	Destination Code	Destination City	Lane	Additional Service	Rate per mile	Miles
1	PHXDC	Phoenix, AZ	433	Tucson, AZ	PHXDC to 433	Regular	\$3.43	959
2	PHXDC	Phoenix, AZ	449	Kansas City, MO	PHXDC to 449	Regular	\$3.04	1,331
3	MDC	Midlothian, TX	435	Las Vegas, NV	MDC to 435	Regular	\$0.95	1,739
4	MDC	Midlothian, TX	411	Savannah, GA	MDC to 411	Regular	\$2.52	3,085
5	PHXDC	Phoenix, AZ	416	Pensacola, FL	PHXDC to 416	Regular	\$2.88	2,926

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