

## AGENCY AGREEMENT

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between *LUMBER TRANSPORT, INC.*, P. O. Box 312, Cochran, Georgia 31014, hereinafter referred to as *CARRIER*, and \_\_\_\_\_, hereinafter referred to as *AGENT*.

It is mutually understood, agreed, and promised by and between *CARRIER and AGENT*, each in consideration of the covenants, agreements, and promises of the other recited herein, as follows:

### I. AGENT COVENANTS AND AGREES:

1. To represent *CARRIER* for the purpose and within the scope of the limitations set forth in Paragraph 1 of Section II of this Agreement.
2. To devote *AGENT'S* time, energy, and effort to the interest of *CARRIER*, unless otherwise agreed to in writing between *AGENT and CARRIER*.
3. To establish and maintain at *AGENT'S* own expense adequate office and terminal facilities for the performance of the obligations and duties set forth in this Agreement.
4. To employ a sufficient number of people to properly perform the obligations and duties set forth in this Agreement.
5. To maintain at *AGENT'S* own expense one or more telephone lines. All costs and expenses incurred to establish, maintain, and operate such telephone(s) will be paid by *AGENT*.
6. To comply with the regulations of all Federal, State, and other governments and departments having jurisdiction.
7. To comply with all rules, policies, and procedures from time-to-time established by the *CARRIER* including, but not limited to control of driver's logs, the verification of hours of service, and inspection of vehicles.
8. To make every reasonable effort necessary to assist *CARRIER* to collect all monies due *Carrier* from any shipper or consignee with whom the *AGENT* has done business. *AGENT* shall not be liable for any loss occurring to the *CARRIER* for bad debts, if the *CARRIER* has previously deemed the delinquent party to have been "credit worthy." *AGENT* shall not dispatch any truck on behalf of any customer who has not been previously approved by the *CARRIER*, unless *CARRIER* waives this requirement in writing.
9. If *AGENT* elects to tender a shipment to another carrier under *Lumber Transport's (LTI) Broker Authority*, *CARRIER* must be first approved by LTI and a *CARRIER/BROKER* number established prior to loading. *LTI* brokered loads will pay 80% of gross revenue to *CARRIER/AGENT* shall be paid the same commission as indicated on "Appendix A" of the Agency Agreement.
10. To get approval from *CARRIER* before accepting C.O.D. or order-notify shipments, shipments originating at or destined to points *CARRIER* is not authorized to serve direct, shipments involving rigging, and shipments whose size and or weight are such that they cannot be legally transported over the highways of the states through which they must pass without obtaining special permits.
11. To assist in the investigation of claims when so requested by *CARRIER*, and to give all possible assistance in the settling of claims.

12. To comply in all respects with the provisions of tariffs or contracts governing the movement of traffic by *CARRIER*.
13. To comply with the *CARRIER'S* policy of direct communication with Central Dispatch in posting available loads outside your loading area. To obtain a release number from Central Dispatch upon *CARRIER'S* acceptance of load tendered. *AGENT* will not be compensated by *CARRIER* without a release number prior to loading outside *AGENT'S* loading area unless *CARRIER* waives this requirement in writing.
14. To hold, store, and safeguard any property of *CARRIER* received by *AGENT* for the account of *CARRIER* and upon request to return such property to *CARRIER* in as good condition as when received. All records or papers of any kind relating to *CARRIER'S* business shall remain the property of *CARRIER* and shall be surrendered to *CARRIER* upon demand.

## II. CARRIER COVENANTS AND AGREES:

1. To vest *AGENT* with the authority to represent the *CARRIER* for the purpose of soliciting freight, recruiting new drivers, and performing any other tasks specified in writing by the *CARRIER*.
2. To pay *AGENT* in accordance with the provisions of "Appendix A" which shall be the only compensation to be paid to *AGENT* by *CARRIER* under this agreement.
3. To furnish *AGENT* with appropriate copies of documents used in the operation of *CARRIER'S* transportation business.

## III. AGENT & CARRIER COVENANT AND AGREE:

1. Instructions, policies and procedures promulgated by *CARRIER* from time-to-time, in the form of Procedure Manual bulletins and or amendments thereto, or other written memorandums or instructions are deemed to be incorporated into this Agreement as of their effective date just as though they were printed herein.
2. *AGENT* is not authorized or empowered to lease equipment from leasing companies in *CARRIER'S* name unless approved in advance by *CARRIER* in writing.
3. The amount or amounts set forth in "Appendix A" are to be payment in full of all compensation due to *AGENT* for his/her services rendered under the provisions of this Agreement and shall be full compensation for all expenses incurred by *AGENT*.
4. This Agreement may not be assigned or otherwise transferred by *AGENT*. *AGENT* shall not enter into any sub-contract or any other arrangement with any other person, partnership, or corporation concerning any of the obligations assumed by *AGENT* under the provisions of this Agreement.
5. The violation of or failure to comply with the provisions of this Agreement or any of the regulations promulgated by *CARRIER* shall constitute full and sufficient reason for immediate termination of this Agreement by *CARRIER*, without recourse.
6. *AGENT* shall not have nor shall he/she hold him/her self out as having the power to pledge *CARRIER'S* credit or to extend credit in the name of *CARRIER* except in those instances specifically authorized by *CARRIER*. Decisions regarding credit shall be made only by *CARRIER*.

7. This Agreement shall become effective as of the date hereof and shall remain in full force and effect until \_\_\_\_\_ and from month-to-month thereafter, provided that either party hereto may terminate this Agreement by giving to the other party thirty (30) days written notice of intention to terminate.
  
8. This Agreement shall supersede all agreements oral or written, between *AGENT & CARRIER* prior to the date of this Agreement.
  
9. In case the *AGENCY* is a partnership, all of the partners have signed this Agreement and each partner shall have full authorization to sign documents, disburse funds and to represent and otherwise bind the partnership.

Signed & agreed to:

*CARRIER:*  
*Lumber Transport, Inc.*

*AGENCY NAME:*

\_\_\_\_\_

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

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

APPENDIX A

*CARRIER* agrees to pay *AGENT* \_\_\_\_\_(%) percent commission on gross revenue on loads hauled by company owned or permanent leased trucks, including brokered loads with approved carriers, when said loads were dispatched or loaded through the *AGENT* \_\_\_\_\_

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*CARRIER* will not pay commission on any accessorial charges including but not limited to Fuel Surcharge, Tarp Fee, Detention Time, etc.

**Initials:**

*CARRIER:* \_\_\_\_\_

*AGENT:* \_\_\_\_\_

