

Transportation Brokerage Services Agreement



This Transportation Brokerage Services Agreement (the "Agreement") is made and entered into this ____ day of _____, 20____, by and between STAAR Logistics, LLC and _____ ("Client").

WHEREAS, STAAR is a company engaged in the business of providing transportation brokerage and related services, and for purposes of this Agreement, specifically brokering transportation services provided by third party carriers (individually a "Carrier" and collectively ("Carriers"); and **WHEREAS**, Client is a business in need of such services;

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties agree as follows:

- 1. TERM** – This Agreement shall become effective on the day specified above and shall remain in effect until terminated by either party with 30 days written notice to the other party.
- 2. ACCESS TO RATES** – Unless otherwise specified by STAAR, Client agrees to use the STAAR web shipping portal (the "Portal"), as designated by STAAR from time to time, as Client's means of procuring services under this Agreement. Neither STAAR nor any third party Carriers will be required to honor any rate quote if the shipment for the rate quote in question was not tendered in accordance with this Agreement.
- 3. RELEASES; INDEMNIFICATION; LIMITATION ON LIABILITY** – Client hereby agrees that STAAR is not responsible for any lawsuits, claims, liabilities, proceedings, judgments, losses, damages, costs, charges and expenses attributable to or related to any services and/or wrongful act or conduct by any Carrier and any such Carrier's affiliates, agents partners, employees, third parties, or independent contractors. Client agrees to fully indemnify, defend and hold harmless STAAR and STAAR affiliates, agents, principals, customers, partners and employees from and against all lawsuits, claims, liabilities, proceedings, judgments, losses, damages, costs, charges and expenses of every type and kind which Client or Client's affiliates, agents, principals, customers, partners and employees may incur, suffer or sustain or be in any way subjected to, arising out of or relating to a Carrier, its affiliates, agents, partners, employees, third parties, or independent contractors performing services, duties or obligations pursuant to this Agreement. In no event shall STAAR be responsible for any consequential, special, indirect, exemplary and/or punitive damages for claims arising out of this Agreement and any liability on the part of STAAR shall be limited to the amount actually paid to STAAR for the specific shipment that is the subject of the claim.
- 4. FREIGHT CHARGES AND PAYMENT** – Client shall pay STAAR for the services rendered under this Agreement based upon the pricing set forth in the Portal, which may be adjusted from time to time by various factors relating to the actual transportation services required of the Carrier who is picking up, transporting and/or delivering the shipment. STAAR will charge Client and Client will pay STAAR for services pursuant to this Agreement. The payment options referenced below are only available to Clients of the STAAR Logistics, LLC; however, so long as this Agreement is in effect, Client may elect to have the payment option selected below (and the associated payment method and terms) applied to other STAAR service invoices.

YES, I would like the payment option selected below to apply to my other STAAR Logistics, LLC services invoices.
With the exception of the following:

NO, I do not want the payment option selected below to apply to my other STAAR Logistics, LLC services invoices.

Client agrees to pay STAAR by the following method and according to the corresponding payment terms:

AutoPay	
Credit Card	Payment Terms: 28 Days
ACH	Payment Terms: 28 Days
Check	Not Available

AutoPay enrollment simply requires completion of the AutoPay Authorization Form



Manual Pay	
Credit Card	Payment Terms: 21 Days 1.5% Transaction Fee Applies
ACH	Payment Terms: 21 Days
Check	Payment Terms: 15 Days

Credit limitations and credit approval apply to Manual Pay
Client is responsible for initiation of invoice payment remittance by the due date.

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Failure of Client to pay any invoice in a timely fashion as set out herein above may result in, among all other remedies available by law, the immediate termination of this Agreement by STAAR and the disabling of Customer's access to the Portal.

5. **CLAIMS** – STAAR will help facilitate, on behalf of client, claims against a carrier for shortage, loss or damage. The carrier's decision with regards to any claim is final and STAAR will not be responsible for payment or partial payment of any claim for which the carrier has rendered a decision to deny a claim. The receipt of any shipment by the consignee without notation of shortage or damage will be evidence that the shipment was delivered in good condition. No claim will be processed until all transportation charges for the shipment subject to the claim have been paid in full. Neither a claim amount, nor portions of any claim amount may be deducted from transportation charges due to STAAR. In order to afford the highest possibility of success when filing a claim with a carrier for damage, the shipment in its original packaging must be retained and made available for inspection by the carrier.

6. **CREDIT LIMIT** – STAAR reserves the right (in STAAR's sole and absolute discretion) to establish and change limits to the credit made available to Client. If such limit (the "Credit Limit") is established by STAAR, and if amounts due STAAR are greater than the Credit Limit, STAAR may disable access to the Portal until amounts due STAAR are below the credit limit established.

7. **LATE FEE** – STAAR may assess a monthly service charge of 1.5% of the outstanding amount for any outstanding amounts not paid within the payment terms specified in Section 4.

8. **VENUE AND JURISDICTION** – This Agreement shall be governed and interpreted in accordance with the laws of the State of Pennsylvania. The parties agree that any and all claims arising from or relating to this Agreement must be commenced and prosecuted in Jefferson County, Pennsylvania; the courts in Jefferson County, Pennsylvania shall have exclusive jurisdiction over such claims; and the parties waive any and all objections to such venue, whether on the grounds of forum non convenience, lack of personal jurisdiction or otherwise.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their duly authorized representatives as follows:

STAAR Logistics, LLC

Signature: _____
Print Name: _____
Title: _____
Date: _____

CLIENT:

Signature: _____
Print Name: _____
Title: _____
Date: _____

