TRANSPORTATION AGREEMENT CARRIER/SHIPPER

THIS TRANSPORTATION AGREEMENT, including Appendices A through C (together, the “Agreement”), is made on ____________, 200__ by and between ______________________________, referred to as “Shipper”, on the one hand, and _______________________________, referred to as “Carrier,” on the other.

Whereas, Carrier is registered with the Federal Motor Carrier Safety Administration (“FMCSA”) as a motor contract Carrier in interstate, intrastate, and/or foreign commerce, limited to transportation service performed between all points in the U.S. (except AK and HI); and between all points in the U.S. (except AK and HI), on the one hand, and points in Canada, on the other hand, and is in all respects qualified to transport freight as defined above and as requested by Shipper; and

Whereas, Shipper, to satisfy some of its transportation needs, intends to engage Carrier to perform transportation according to this Agreement’s terms and conditions, and Carrier intends to perform such transportation.

Now, therefore, intending to be legally bound, the parties agree as follows:

1. **TERM.** This Agreement’s term shall be one year subject to earlier termination at any time, with or without cause, by either party giving thirty (30) days written notice to the other. Absent such notice, it shall automatically renew for successive one-year periods. Notwithstanding the foregoing, either party may terminate this Agreement for default as permitted in Section 9 of this Agreement.

2. **CARRIER QUALIFICATIONS.** Carrier represents that it is legally qualified to perform the transportation services contemplated hereby. Carrier further represents that all equipment and personnel used in providing the services contemplated herein shall meet all requirements of, and be in compliance with all laws and regulations of, the United States Department of Transportation as well as all states and provinces in which the services are to be provided.

3. **SERVICE.** Carrier agrees to provide motor carrier transportation service for the transportation of freight of Shipper pursuant to the terms and conditions of this Agreement, and in compliance in all material respects with all federal, state, provincial, and municipal laws and regulations relating to the transportation of the freight covered by this Agreement. Carrier, at its sole option, reserves the right to accept or refuse shipments tendered by Shipper, but once Carrier accepts a shipment, it agrees to transport and deliver the freight with reasonable dispatch. Carrier shall furnish all equipment necessary to perform the transportation services required herein. Such equipment shall at all times during the term of this Agreement be properly maintained by Carrier and shall comply in all material respects with all applicable federal, state and local laws and regulations. Carrier reserves the right to broker shipments tendered pursuant to this Agreement to other carriers. In such event any such transaction will provide the Shipper substantially the same services and protections provided hereunder. Carrier reserves the right to assign this Agreement to any of Landstar Ranger, Inc., Landstar Ligon, Inc., Landstar Gemini, Inc., Landstar Logistics, Inc. and Landstar Express America, Inc. in which event Shipper will have substantially the same services and protections afforded hereunder.

4. **OPERATING RULES.** The Rules and Regulations governing operations by Carrier under this Agreement are set out in LDWY 102-C and successive reissues thereof (Operating Rules) except as may be otherwise provided herein. LDWY 102-C is incorporated herein by reference and made a part of this Agreement. A copy of the Operating Rules is available from Carrier upon request.

5. **LOADING RESPONSIBILITY.** Except as otherwise agreed in writing prior to the time of dispatch, and subject to Section 23 of this Agreement, shipments transported by Carrier must be loaded by shipper and unloaded by the consignee. All freight so loaded by shipper shall be properly packed, blocked and braced by shipper in compliance with the requirements of FMCSA, any applicable regulations, and good practices, to protect against damage during the course of normal transportation. Shipper shall be wholly responsible for any damage to a shipment and for personal injuries and property damage at origin, destination or enroute, which is caused by improper, careless or inefficient preparation for shipment, inherent vice or nature of the freight, blocking, bracing or loading or unloading performed by shipper, consignor, consignee or a third party.

6. **PICK UP AND DELIVERY.** Carrier does not agree to pick up or deliver any shipment in time for any particular market, occasion, or event, and Carrier does not guarantee to arrive at or depart from any particular point at any specified time. The estimated pick up and delivery times which Carrier may advise, through its agents, are times which the Carrier endeavors to maintain, but such times are not guaranteed.

7. **PROVISION FOR PAYMENT.** As full compensation for the services provided by Carrier pursuant to the terms and conditions of this Agreement, Shipper shall pay Carrier in accordance with the rates and charges provided in Appendix A hereto, except as hereinafter provided. When Carrier and Shipper shall both agree, the transportation charge for any shipment(s) may be an amount different from that shown in Appendix A. If
both parties agree to a special rate, such rate shall be reduced to writing by the Carrier and signed by both parties prior to the shipment pick-up in order to become binding. Signed written agreements may be transmitted between the parties electronically, by telefax or by U.S. Mail. This procedure satisfies the requirements of a written agreement for change in rates, as provided in this Agreement. All invoices (freight bills) are due and payable within thirty (30) days (excluding Saturdays, Sundays and Holidays) of the Shipper’s receipt of Carrier’s invoice.

a. All invoices more than ten (10) days in arrears shall bear interest at the rate of eighteen percent (18%) per annum or the highest rate permitted by law, whichever is less, from the date due until paid.

b. Shipper agrees to pay all collection expenses, including reasonable attorney's fees, as and when incurred by Carrier.

c. Shipper agrees to pay all transportation charges in full without offset or recoupment. No deductions from transportation charges shall be made for loss, delay or damage or for billing errors or claims on other shipments.

d. When the Bill of Lading indicates contractual rates and charges are to be collected from the Consignee or a Third Party, Carrier agrees to collect its full compensation from the Consignee or Third Party directly. Notwithstanding any contrary indication in the Bill of Lading, in the event the consignee or third party refuses to pay Carrier its full compensation, Shipper agrees that it shall pay the said unpaid compensation for freight charges, services and advances due Carrier.

8. **FORCE MAJEURE.** Neither Carrier nor Shipper shall be liable one to the other for default in the performance or discharge of any duty or obligation under this Agreement where caused by an Act of God, or the public enemy, war conditions, terrorism, governmental interference, regulations or actions, embargoes, fires, floods, labor disorders, closing of the public highway, or without construing the foregoing as words of limitation, any other cause beyond Carrier’s or Shipper's reasonable control.

9. **DEFAULT.**

a. Any of the following events shall constitute a default hereunder:

1. failure of Shipper to pay when due and payable any payment or charges during the term of this Agreement; or

2. failure by either party to perform, keep or observe any term, provision, warranty or condition contained in this Agreement unless otherwise excused.

b. If either party to this Agreement fails to correct a default hereunder within fifteen (15) days after written notice to do so, the party serving such notice may unilaterally terminate this Agreement forthwith. Waiver of any default shall not be construed as a waiver of either a subsequent or continuing default. Termination of this Agreement shall not affect a party's liability by reason of any act, default or occurrence prior to such termination.

10. **RELATIONSHIP OF THE PARTIES.** The relationship between Carrier and Shipper under this Agreement shall be that of independent contractors. Nothing contained in this Agreement shall be deemed to constitute a relationship of agency, joint venture, partnership, or any relationship other than that specified.

11. **HAZARDOUS MATERIAL TRANSPORTATION.** Shipper shall provide Carrier with advance written notice of the proposed shipment of any hazardous material, as that term is used and defined in 49 CFR Part 172 (“Hazardous Material”). Prior to the proposed transportation, Shipper shall provide Carrier with a current Material Safety Data Sheet for the hazardous material shipment. Shipper shall indemnify, defend and hold harmless Carrier and its officers, employees, agents, drivers and insurers against all claims, liabilities, losses, fines, reasonable attorney fees and other expenses arising out of or relating to any contact with, exposure to or release of any Hazardous Material, including without limitation, fines or expenses relating to the removal or treatment of Hazardous Material or any other remedial action pertaining to the Hazardous Material under federal or state law, if (1) Shipper fails to provide the notice required by this provision prior to tendering the Hazardous Material to Carrier, (2) the contact, exposure or release resulted from the improper packaging or loading or other acts of omissions of the Shipper, its employees or agents, or (3) the contact, exposure or release occurred subsequent to the transportation and delivery of the Hazardous Material by Carrier.
12. **VOLUME.** There is no minimum volume of freight contemplated by this Agreement. Shipper is not restricted from tendering freight to other carriers; Carrier is not restricted from performing transportation for third parties.

13. **BILL OF LADING.** It is the intent of the parties that each shipment hereunder shall be evidenced by a Uniform (Straight) Bill of Lading. Regardless of the form of receipt issued, all shipments tendered under this Agreement shall be subject to the terms and conditions contained in a Uniform Straight Bill of Lading as published at the time of shipment in the National Motor Freight Classification (N.F.M.C.), unless the parties otherwise agree in this Agreement or in the terms of the Bill of Lading. To the extent that any terms or conditions of the Bill of Lading conflict in any way with any terms or conditions of this Agreement, this Agreement shall take precedence and control the resolution of disputes to the fullest extent allowed by law.

14. **INDEMNITY.** Except as otherwise provided herein, Carrier and Shipper shall defend, indemnify, and hold each other harmless from and against all loss, liability, damage, claim, fine, cost or expense, including reasonable attorney’s fees, arising out of or in any way related to, their performance of the contemplated transportation or their breach of any terms of this Agreement.

15. **CARGO CLAIMS.**
   a. Carrier shall be liable for loss, damage, or delay of any shipment while in the possession or control of Carrier, not to exceed $250,000.00 (U.S.) per shipment. Carrier hereby assumes the liability of a motor common carrier as provided in 49 U.S.C. 14706 as in effect on the effective date of this Agreement. All claims for loss and damage and salvage shall be handled and processed in accordance with the regulations of the United States Department of Transportation and the Federal Highway Administration as published in and as may be amended in Title 49 of the Code of Federal Regulations. All claims for recovery by Shipper as provided herein and as to each shipment must be filed in writing with Carrier within nine (9) months of date of delivery or non-delivery of that shipment, and must include all information required by the Operating Rules, and any suit brought to enforce such claim shall be brought no later than two (2) years from the date of written denial of the claim or any part of it by Carrier. In no event shall Carrier be liable for special, incidental or consequential damages regardless of its knowledge.

   b. Carrier assumes no liability for loss or damage to cargo except for shipments within the United States or Canada.

   c. **MEXICAN CARGO WAIVER**
      1. Carrier does not provide through transportation service to or from Mexico. Bill of lading provisions to the contrary are without force or effect. At no time shall Carrier be liable for any loss or damage to a shipment within Mexico.

      2. Shipper acknowledges that Mexican carriers have no liability under Mexican law for any loss or damage to the freight transported in Mexico. Shipper further acknowledges that Carrier utilizes Mexican carriers for transportation of the freight into, out of or within Mexico. Unless Shipper elects to purchase coverage through a Mexican carrier, as made available by Carrier, Shipper elects to be fully self-insured (or provides its own insurance) and assumes all risk of loss, damage or destruction to Shipper’s cargo (1) after such cargo has arrived at the border between the United States and Mexico, moving towards entry into Mexico, or (2) prior to arrival at such border for shipments leaving Mexico or (3) while cargo is transported within Mexico. Rates for insurance coverage available through a Mexican carrier are available upon Shipper’s request.

      3. Shipper hereby unequivocally covenants not to sue, waives, releases and discharges Carrier and its employees, agents and independent contractors from any and all liability they might otherwise have had under the Carmack Amendment or under any other statute, rule, regulation, common law, contract, or any other legal theory relating to any cargo loss, delay, damage or destruction claim, including but not limited to claims for consequential damages, while any or all of Shipper’s goods or property are under Carrier’s care, custody or control, in Mexico, or while under the care, custody or control of a Mexican carrier while in Mexico.

   d. When the Shipper declares a cargo value on the Bill of Lading or other form of shipping receipt and such value is in excess of $250,000.00, the Shipper shall have two alternatives prior to the tender of the shipment:
1. If Shipper wishes the Carrier to assume increased liability, Shipper shall notify the Carrier in writing of the amount of coverage required. The value shall also be entered on the Bill of Lading. If Carrier agrees to handle the shipment, Carrier will so advise Shipper. Carrier will then obtain the increased cargo insurance required and the cost of such additional insurance will be included on the freight bill, shown as a separate charge. Verification and confirmation of the Carrier’s acceptance of this higher cargo liability obligation will be evidenced with the Certificate of Insurance issued for such shipment; or

2. In the event Shipper does not proceed in accordance with the provisions of Section 15(d) (1) above, then Shipper assumes the responsibility for all loss and damage to the cargo in an amount in excess of $250,000.00 and agrees to defend, indemnify, and hold Carrier harmless from and against all loss, liability, damage, claim, fine, cost or expense, including reasonable attorney’s fees, arising out of or in any way related to such loss or damage.

16. OTHER CARRIER OBLIGATIONS.
   a. Carrier shall transport Shipper’s shipments without undue delay.
   b. Carrier shall obtain from the consignee a complete, signed delivery receipt for each shipment, and shall notify Shipper. Carrier shall notify Shipper as soon as practicable after it becomes aware of any exception notation on any shipping document, but, in the event that Carrier inadvertently fails to provide such notice, the provisions of this section shall be considered satisfied by presentation of the proof of delivery with Carrier’s invoice. Carrier shall send Shipper delivery receipts and bills of lading as soon as practicable.
   c. Carrier shall maintain insurance, as required by FMCSA’s rules and regulations at 49 CFR 387, et seq.

17. FUEL SURCHARGE. The fuel surcharge schedule set forth in Appendix “B” and/or “C” is applicable to transportation services provided pursuant to this Agreement.

18. ENTIRE AGREEMENT. This Agreement is the entire agreement between the parties, superseding all earlier agreements and all tariffs, rates, classifications and schedules published, filed or otherwise maintained by Carrier other than the Operating Rules. It cannot be altered or amended except in a writing signed by all parties executing this Agreement. This Agreement may not be assigned or transferred in whole or in part except as provided in Section 3.

19. SEVERABILITY. If the operation of any part of this Agreement results in a violation of any law, such part shall be severed and the Agreement’s remaining provisions shall continue in full force and effect.

20. TITLE 49 AND CARMACK AMENDMENT WAIVER. Carrier and Shipper expressly waive all provisions of Subtitle IV, Part B of title 49, United States Code including but not limited to 49 U.S.C. §14706, to the extent they conflict with this Agreement.

21. CHOICE OF LAW AND VENUE.
   a. All questions concerning the construction, interpretation, validity and enforceability of this Agreement shall be governed by and construed and enforced in accordance with the domestic laws of the State of Florida, without giving effect to any choice or conflict of law provision or rule (whether in the State of Florida or any other jurisdiction) that would cause the laws of any jurisdiction other than the State of Florida to apply.
   b. Each of the parties executing this Agreement irrevocably and unconditionally submits, for itself, and for its assigns, to the exclusive jurisdiction and venue of any Florida state court or any federal court of the United States sitting in the City and State of Jacksonville, Florida, and any appellate court thereof, in any suit, action or proceeding arising out of or relating to this Agreement, (2) agrees that all claims in respect of any such suit, action or proceeding shall be heard and determined in any such Florida state court or, to the extent permitted by law, in such Florida federal court and (3) agrees that a final judgment in any such suit, action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
   c. Each of the parties executing this Agreement irrevocably and unconditionally waives, to the fullest extent permitted by law, (1) any objection that it may now or hereafter have to the laying of venue of any such suit, action or proceeding arising out of or relating to this Agreement in any Florida state court or in any federal court sitting in the City and State of Jacksonville, Florida, and (2) any
claim or defense that any such suit, action or proceeding brought in any such court has been
brought in an inconvenient forum.

22. **NOTICE.** Except as otherwise provided herein, notices shall be sent by certified mail, return receipt
requested, or by nationally recognized overnight courier service with delivery receipt required, to each
party executing this Agreement at the address shown below, or to such other addresses as shall have
been designated in a written notice pursuant to this section.

23. **LOADING, UNLOADING, DETENTION.** According to Section 5, all shipments transported under this
Agreement must be loaded by the shipper and unloaded by consignee. In the event shipper or consignee
require assistance for their loading and/or unloading responsibilities, shipper or consignee shall be
responsible for providing and paying for such assistance or shall compensate Carrier for all costs and
expenses associated with securing and compensating the person or persons providing such loading
and/or unloading assistance.

24. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts and by
different parties hereto in separate counterparts, each of which when so executed and delivered shall be
deemed to be an original and all of which counterparts taken together shall constitute but one and the
same instrument. In proving this Agreement in any judicial proceeding, it shall not be necessary to
produce or account for more than one such counterpart signed by the party against whom such
enforcement is sought. Any signature delivered by a party by facsimile transmission shall be deemed to
be an original signature hereto.

25. **Electronic and Fax Communications; Computer Viruses.** During the term of this Agreement, the
parties anticipate that they will exchange materials and information in electronic form (collectively
"Electronic Materials"), either through the other party’s websites, e-mail or other electronic means
(collectively “Electronic Connections”) and via fax. By providing their fax numbers and signing this
Agreement hereinbelow, each party consents to receiving communications via fax regarding all aspects of
their relationship. CARRIER and its affiliates take reasonable steps to protect Electronic Materials resident
on its networks, stored in its electronic media, or available on its websites, and take reasonable steps to
prevent harm arising from Electronic Connections. Due to the nature of Electronic Communications and
the Internet, CARRIER and its affiliates do not provide, and expressly disclaim, any warranty (i) that
Electronic Materials received by the SHIPPER will be free from computer viruses or (ii) that Electronic
Connections with the SHIPPER will be free from harmful effects. It is the SHIPPER’s responsibility (i) to
take reasonable steps to protect Electronic Materials resident on its networks, stored in its electronic
media, or available on its websites, (ii) to take reasonable steps to prevent harm arising from Electronic
Connections, and (iii) to perform any anti-virus, scanning, data backup, security, and other precautions
reasonably necessary to safeguard against computer viruses, worms, and other intrusive or damaging
code (collectively “Computer Viruses”) and other threats posed by Electronic Materials and Electronic
Connections. Under no circumstances will CARRIER or its affiliates be responsible for, and SHIPPER
hereby expressly waives and releases CARRIER and its affiliates from, any liability for any loss or damage
caused by Computer Viruses, the SHIPPER’s receipt of Electronic Materials from CARRIER or its affiliates
or Electronic Connections between CARRIER and its affiliates and the SHIPPER.

In Witness Whereof, the parties hereto have caused this Agreement to be executed in their respective names by their duly
authorized representatives as of the date first above written.

“**CARRIER**”

LANDSTAR INWAY, INC.

By: ________________________________________

Authorized Signature or Attorney-in-Fact

Printed Name: ________________________________

Address: 1000 Simpson Road

Rockford, IL 61102

Phone No. ____________________________________

Fax No. ______________________________________

“**SHIPPER**”

By: ________________________________________

Authorized Signature or Attorney-in-Fact

Printed Name: ________________________________

Address: ____________________________________

Phone No. ____________________________________

Fax No. ______________________________________

ISO Document #: TA (LDYW) Carrier-Shipper $250k.doc

FINAL: February 18, 2008

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