

TRANSPORTATION AGREEMENT

THIS AGREEMENT is made and entered on . by and between Fikes Truck Line, Inc. ("Carrier") and , ("Shipper").

1. **TERM**. The term of this Agreement shall commence on the date listed above, shall remain in force for one year from that date 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 interstate and intrastate transportation services contemplated herein.
3. **SPECIFIED SERVICES**. Carrier's services under this Agreement are designed to meet the specified needs of Shipper under specified rates and conditions as set forth herein.
4. **BILLS OF LADING**. Each shipment hereunder shall be evidenced by and subject to the terms, conditions and provisions of a bill of lading, or other proof of delivery receipt. In the event of a conflict between the terms, conditions and provisions of such bill of lading or receipts and this Agreement, the terms, conditions and provisions of this Agreement shall govern.
5. **CARRIER'S OPERATIONS**. Unless otherwise stated in this Agreement, Carrier shall furnish all fuel, oil, tires and other parts, supplies and equipment required for the operation and maintenance of the tractors, trailers and other motor vehicles and related equipment furnished by Carrier for the performance of its obligations hereunder (collectively, the "Equipment"). Carrier shall have full control of the personnel used in the operation of the Equipment and shall perform the services hereunder as an independent contractor.
6. **INDEMNITY**. Shipper shall defend, indemnify, and hold harmless Carrier and Carrier shall defend, indemnify, and hold harmless Shipper from and against all loss, damage, expense, costs, including reasonable attorney's fees, fines, actions and claims for injury to persons (including death) and for damage to property arising out of or in connection with the other party's negligence or failure to comply with the terms of this Agreement.
7. **INSURANCE**. Carrier shall procure and maintain auto liability insurance insuring Carrier against liability for bodily damage (including death), property damage, and for loss of or damage to freight, in at least the minimum amounts required for motor carriers by applicable federal or state law or regulation.

8. **FREIGHT LOSS, DAMAGE OR DELAY.** Shipper shall submit to Carrier written notice of any cargo claim, including loss or expenses resulting from Carrier's delay in providing service, within nine (9) months of the delivery date of the shipment or, if no delivery, the date of the occurrence resulting in the claim. Any civil action filed by Shipper must be filed no later than two (2) years from the date of delivery specified on the bill of lading. The filing, processing and disposition of all cargo claims shall be governed by 49 C.F.R. § 370 et. seq. Carrier shall be liable to Shipper for cargo claims occurring while in the possession of or under the control of Carrier, relating to or arising out of Carrier's negligent performance of or failure to properly perform the transportation services provided for in this Agreement. Neither Shipper nor Carrier shall be liable to the other for any loss, damage, delay or failure to perform caused by acts of God, public enemy, inherent nature of the cargo, wars, strikes, fires, floods, or any other causes not within the control of the party in default. In addition, Carrier shall not be liable to Shipper for any economic loss or consequential damages to Shipper beyond actual loss. Shipper shall not deduct or offset any cargo claims from the freight charges owed to Carrier herein.

9. **PAYMENTS.** The charges and payment terms for the services performed hereunder shall be in accordance with the rates, charges and rules set forth in Appendix A attached hereto. Appendix A can be supplemented or revised by written agreement signed by both parties, or, prior to transportation, by facsimile by Carrier to Shipper if not objected to by Shipper, in writing, within twenty-four (24) hours from the date and time faxed. Payment shall be due from Shipper within fifteen (15) days of the date of invoice by Carrier, and in the event the payment is not made within fifteen (15) days, Shipper agrees that interest shall accrue daily and be payable to Carrier at the interest rate of twelve percent (12%) per annum, together with any and all collection costs, including attorney fees. Carrier and Shipper agree that any payments made hereunder are made in payment of debts incurred in the ordinary course of business and are made according to ordinary business terms. Shipper shall be liable for all charges arising out of transportation services requested by Shipper and performed by Carrier unless the parties expressly agree otherwise in writing.

10. **WAIVER.** Shipper and Carrier expressly waive any and all rights and remedies allowed under 49 U.S.C. § 14101 to the extent that such rights and remedies conflict with this Agreement. Failure by either party to insist upon the other party's performance under this Agreement or to exercise any right or privilege herein shall not be a waiver of any of the rights or privileges provided for in this Agreement.

11. **MISCELLANEOUS.** Neither party may assign or transfer this Agreement, in whole or in part. 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. All civil actions filed as a result of disputes arising out of this Agreement shall be filed in the court of proper jurisdiction in the State of Indiana and the laws of the State of Indiana shall apply.

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.

SHIPPER

By: _____
ts: _____

Address: _____

Fax: _____

CARRIER

By: _____
Its: Sr. VP & COO

Address: P. O. Box 662
Hope, AR 71802-0662

Fax: 870-777-2592