TRANSPORTATION AGREEMENT
(hereinafter called the "Agreement")

BETWEEN:

MILL CREEK MOTOR FREIGHT LTD DBA
MILL CREEK MOTOR FREIGHT LP
P.O. Box 1120
Cambridge, Ontario N1R 5Y2

(hereinafter called the "Carrier")

- and -

Carrier Name
Carrier Address
City, Province/State, Postal/Zip Code

(hereinafter called the "Contractor")

IN CONSIDERATION of the mutual terms, conditions and covenants contained in this Agreement, the parties agree as follows:

1. **PURPOSE OF AGREEMENT**

   This Agreement describes the terms and conditions under which the Contractor agrees to transport and deliver property, goods, materials and commodities with its vehicles, for and on behalf of the Carrier.

2. **CONTRACTOR'S DUTIES**

   The Contractor shall accept, handle, secure, transport and deliver the property, goods, materials and commodities which form the subject matter of this Agreement, without delay caused by anything within the Contractor's control, to such place or places as the Carrier shall designate at rates agreed to by the Contractor and the Carrier. The Contractor shall supply the equipment and bear all costs and expenses in connection with the equipment and services being provided. All mileage and rates will be confirmed by the Carrier Agreement.

3. **DELIVERY**

   The Contractor's responsibility with respect to the property, goods, materials and commodities which it has agreed to accept, handle, service, transport and deliver shall attach as to each portion of the property, goods, materials and commodities when such property, goods, materials and commodities are being loaded upon the Contractor's vehicle, and shall terminate when the property, goods, materials and commodities are unloaded at their destination and a delivery ticket is signed without reference to any loss or damage by the recipient.

4. **INDEMNITY**

The Contractor shall indemnify the Carrier from all liabilities and claims made against the Carrier as a result of the Contractor's actions while the property, goods, materials or commodities are in the possession of the Contractor, including but not limited to misdelivery of the property, goods, materials or commodities by the Contractor, or from failure or neglect of the Contractor to pick up and deliver same with reasonable promptness. Property, goods, materials or commodities shall be deemed to be in possession of the Contractor from the time they are being loaded upon the Contractor's vehicle until they are unloaded at their destination and a delivery ticket is signed without reference to any loss or damage by the recipient. In addition, the Contractor shall indemnify the Carrier, its customers, contractors, subcontractors, agents and employees against all liabilities and claims (including legal fees on a solicitor and his own client basis) of every nature and kind whatsoever arising out of injuries to or any death of any person whosoever, or damage to or destruction of any property, goods, materials or commodities whatsoever, that are caused by, result from, or are attributable to or connected in any way with, whether directly or indirectly, the handling, receiving, transporting or delivery of property, goods, materials or commodities by the Contractor, its agents or employees under or arising from this Agreement notwithstanding any declared value which may be included in a bill of lading, and the Contractor shall defend the Carrier in the name of the Carrier from and against any and all such claims.

5. **INSURANCE**

The Contractor shall maintain in effect at all times with insurers which shall be acceptable to the Carrier a bodily injury and property damage public liability insurance policy with minimum limits of $5,000,000.00, and workers compensation coverage, with insurers and limits which shall be acceptable to the Carrier. The Contractor shall cause the Carrier to be named as an additional insured party under the said policies of insurance. The Contractor shall furnish to the Carrier certificates of insurance evidencing such coverage immediately upon written request by the Carrier and shall provide thirty (30) day written notification to the Carrier of any change in coverage or pending expiration.

The Contractor shall also maintain in effect at all times cargo liability insurance with insurers and limits which shall be acceptable to the Carrier and the Contractor and shall furnish to the Carrier certificates of insurance evidencing such coverage immediately upon written request by the Carrier and shall provide thirty (30) day written notification to the Carrier of any change in coverage of pending expiration. The Contractor shall cause the Carrier to be named as an additional insured party under the cargo liability insurance policy.

As of the date of this Agreement, the Contractor holds the following insurance pursuant to the requirements above:

Insurance	**Policy Number & Insurer**	**Expiration Date**
Bodily Injury and Property Damage Public Liability Insurance		
Workers Compensation Coverage		
Cargo Liability Insurance		

6. **RELATIONSHIP**

The Contractor shall be an independent contractor and shall not be (nor shall its employees be deemed) an agent, employee, partner or joint venturer of the Carrier. The Contractor shall direct the operation of its employees and equipment in all respects and will determine the method, means and manner of performance including, but not limited to, choice of routes, points of service and rest stops.

7. **TAXES AND ASSESSMENT**

The Contractor shall assume full responsibility to pay, under any existing or future laws, all taxes and assessments arising out of the services and operations contemplated by this Agreement.

8. **OPERATIONS**

All operations of the Contractor are to be conducted in a safe manner and in compliance with all federal, provincial, state and local laws, statutes, ordinances, standards, rules and regulations.

All equipment furnished by the Contractor, including auxiliary equipment required by the Carrier, shall be fully operable and in good operating condition, shall meet the specifications of the Carrier and any regulatory or government authority of competent jurisdiction and shall be maintained fully operable and in good operating condition by the Contractor at the Contractor's sole expense, during the term of this Agreement.

9. **PAYMENT**

Upon receipt of all required documentation for shipments for which the Contractor's services are billed, the Carrier shall pay the Contractor for the services performed by the Contractor for the Carrier at the rates agreed to by both the Contractor and the Carrier. All required documentation and Contractor's original invoice must be received by the Carrier within two (2) months from the time services were rendered. Invoices received after two (2) months will be paid solely at the Carrier's discretion.

10. **TERM**

Unless terminated by written notice as contemplated below, this Agreement shall terminate two (2) years from the date of this Agreement. This Agreement may be terminated by either party at any time on 24 hours written notice from one party to the other at the address written below, or such other address as provided to the other party by written notice. All notices shall be sent by postage prepaid, certified mail, return receipt requested.

11. **SURVIVAL**

Notwithstanding any expiration or termination of this Agreement, the provisions of Articles 4 and 7 hereof shall survive and remain in full force and effect, as shall any other provision hereof that, by its terms or reasonable interpretation thereof, sets forth obligations that extend beyond the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the _____ day of _____, 20_____.

MILL CREEK MOTOR FREIGHT

Per:_____ Per:_____

Title:_____ Title:_____