

CO-BROKERAGE AGREEMENT
(Between Licensed Transportation Brokers)

Agreement, made and entered into as of the ____ day of _____, 20____
(the "Effective Date"), by and between:

Target Intermodal Systems, Inc. dba TARGET INTERGRATED LOGISTICS, a New York corporation with principal offices at 33A N.Y.C. Terminal Market, Bronx, NY 10474 (hereinafter called "TARGET") and _____, whose address is _____ (hereinafter called "_____")

WHEREAS, both parties are duly licensed transportation brokers (copies of whose licenses are attached hereto and made part hereof) and are authorized to arrange for the transportation by motor vehicle of general commodities except household goods, between points in the United States.

WHEREAS, both parties control the transportation of commodities that will be tendered to carriers in accord with the criteria established in (subject to change; 132 MCC 794 (1982)), and

WHEREAS, both parties have extensive experience in dealing with both shippers and carriers of general commodities and recognize that a cooperative arrangement between the parties can be to their mutual advantage.

NOW, THEREFORE, in consideration of the covenants and agreements and warranties hereinafter set forth, it is agreed:

1. That the broker providing the carrier shall warrant, covenant and agree:
 - (a) That the carrier
 - (i) is a licensed motor carrier, with a satisfactory DOT safety rating and has current insurance certificates on file with broker;
 - (ii) is duly authorized to provide transportation of general commodities for broker between all points in the United States;
 - (b) That the rates charged by the carrier are lawful rates; and that a faxed confirmation of rate will exist between carrier and broker;
 - (c) That a valid contract exists between the broker and the carrier. That the shipper, owner or consignee on transaction of shipment arranged pursuant to this agreement shall have all protections accorded by the said CONTRACT to shipper, owner, consignee and broker.
2. The broker who provides the traffic shall be responsible for the payment of the transportation charges 30 days from receipt, failure of the shipper to pay these charges shall be no defense to that obligation. Charges will be reduced to writing, reviewed and accepted by both parties. Such shall be entitled "Appendix A", and shall contain all charges and instructions on shipment, acceptance by signature of both party's shall constitute entire detail of such transaction.
3. TARGET agrees to offer _____ a minimum of _____ lbs. of freight per year.
4. Both parties agree to cooperate fully with the other in procuring freight from shippers or transportation services from carriers and to utilize each other's services from time to time.
5. Then in recognition of the fact that each of the parties have their own shipper or carrier accounts and will separately procure new accounts during the term of this agreement, the parties hereto expressly agree that both party's shall refrain from soliciting business from nor perform brokerage services directly on behalf of any shipper or carrier that the other party first procures and continues to have as an account. In the event that this does occur, the injured party is entitled to ____% of gross billing on those transactions for a period of one year thereafter.

6. The relationship of each broker shall at times be that of an independent contractor.
7. Any and all changes to this agreement shall be reviewed by both parties and signed before changes can be facilitated, such changes may be faxed, and original made part of the contract at a later date.
8. If any damages are caused to one party by the failure of the other party to carry out all covenants, guarantees and warranties contained in this contract the damaged party shall receive full compensation from the other party who failed to carry out the said covenants, agreements and warranties including the payment of reasonable attorney fees.
9. The broker who provides the carrier shall be responsible to determine that the carrier is a duly licensed carrier with appropriate and satisfactory primary cargo and liability insurance. In the event of loss of said shipment, the broker who procures the carrier shall indemnify and hold the co-broker harmless from any and all losses associated with said loss. Notification of possible loss or damage shall be given as soon as such information is available.
10. This agreement shall be in force for a period of one year commencing upon the date of execution and shall be deemed renewed for like periods of time thereafter unless terminated by either party providing fifteen days advance written notice of termination to the party. Termination of this agreement shall not relieve either party of obligations to the other incurred prior to the effective date of termination nor of obligations arising out of any of the terms contained in this contract. However, only accounts identified by one party to the other prior to the date of termination shall be subject to the continued application of this agreement.

IN WITNESS WHEREOF, the parties have set their hands and seal this ____ day of _____, 200__.

TARGET INTERGRATED LOGISTICS

By: _____

Title: _____

By: _____

Title: _____