

TRUCKING SERVICES AGREEMENT

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This Trucking Services Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[CARRIER LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [CARRIER ADDRESS] ("**Carrier**"); and

[SHIPPER LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [SHIPPER ADDRESS] ("**Shipper**").

Carrier and Shipper are each a "**Party**" and together the "**Parties**."

Recitals. Carrier is engaged in the business of providing motor-carrier freight transportation and holds the authority required to do so. Shipper from time to time requires the transportation of freight. Shipper wishes to engage Carrier, and Carrier wishes to provide transportation services, on the terms below. In consideration of the mutual promises below, the Parties agree as follows.

1. Scope of Services

1.1 Transportation services. Carrier will transport Shipper's freight (the "**Freight**") by motor vehicle between the points and on the routes the Parties agree from time to time, as described in the rate schedule, load confirmations, or bills of lading that reference this Agreement (the "**Services**").

1.2 Load tenders. Shipper will tender loads to Carrier by [load confirmation / transportation order / electronic tender]. Carrier's acceptance of a load tender creates an obligation to perform that movement under this Agreement.

1.3 Equipment. Carrier will furnish suitable, clean, and safe tractors, trailers, and equipment appropriate for the Freight, including [refrigerated / flatbed / dry van / [OTHER]] equipment as required.

1.4 Non-exclusive. Unless a load confirmation states otherwise, this Agreement is non-exclusive. Neither Party is obligated to tender or accept any minimum volume except as expressly agreed.

2. Carrier Status and Compliance

2.1 Independent contractor. Carrier is an independent contractor. Carrier's personnel and drivers are not employees or agents of Shipper, and Carrier is solely responsible for their selection, supervision, compensation, and conduct.

2.2 Authority and registration. Carrier represents that it holds and will maintain all operating authority, registrations, and permits required to perform the Services, including any required motor-carrier authority and registration with applicable transportation authorities.

2.3 **Safety and qualification.** Carrier will comply with all applicable federal, state, and local motor-carrier safety and operating regulations, including driver qualification, hours-of-service, vehicle maintenance and inspection, and drug-and-alcohol testing requirements.

2.4 **Drivers.** Carrier will use only qualified, properly licensed drivers who are medically qualified and lawfully permitted to operate the equipment, and will ensure drivers comply with applicable laws.

3. Rates and Payment

3.1 **Rates.** Shipper will pay the rates and charges set out in the attached **Schedule A** or in the applicable load confirmation, including line-haul rates and any agreed accessorial charges (for example, detention, layover, fuel surcharge, tolls, and lumber fees).

3.2 **Invoicing.** Carrier will invoice Shipper after delivery, supported by a signed bill of lading or proof of delivery and any required supporting documents.

3.3 **Payment terms.** Shipper will pay each undisputed invoice within **[NUMBER, e.g. 30]** days of the invoice date.

3.4 **Disputed charges.** Shipper will notify Carrier in writing of any disputed charge within **[NUMBER]** days of the invoice date, will pay all undisputed amounts on time, and will work in good faith with Carrier to resolve disputes.

3.5 **No double payment.** Carrier will not seek payment from the consignee or any third party for charges Shipper is obligated to pay under this Agreement, and waives any lien on the Freight for such charges except as required by law.

4. Pickup, Delivery, and Freight Handling

4.1 **Schedules.** Carrier will pick up and deliver the Freight on the dates and within the windows stated in the applicable load confirmation, and will promptly notify Shipper of any anticipated delay.

4.2 **Loading and unloading.** Unless the load confirmation states otherwise, **[Shipper / the consignee]** is responsible for loading and unloading, and Carrier is responsible for proper load securement and safe transport.

4.3 **Bills of lading.** A bill of lading or similar receipt will be issued for each shipment. The terms of this Agreement govern over any inconsistent printed terms on a bill of lading, load tender, or similar document.

4.4 **Tracking and communication.** Carrier will provide Shipper with reasonable shipment status and tracking information and will respond promptly to Shipper's reasonable inquiries about loads in transit.

5. Cargo Liability and Claims

5.1 **Carrier liability.** Carrier is liable for loss of or damage to the Freight while in Carrier's care, custody, and control, as a motor carrier under applicable law, subject to the limitations in this Section and applicable cargo-liability law.

5.2 **Limitation of cargo liability.** Carrier's liability for cargo loss or damage is limited to **[the actual value of the Freight / \$[AMOUNT] per shipment / \$[AMOUNT] per pound]**, unless the Parties agree in writing to a higher declared value and a corresponding charge.

5.3 **Claims procedure.** Shipper will file cargo claims in writing within the time required by applicable law and the bill of lading, with supporting documentation. Carrier will acknowledge, investigate, and resolve claims as required by applicable regulations.

5.4 **Excluded loss.** Carrier is not liable for loss or damage caused by an act of God, public enemy, act of the Shipper, inherent vice of the goods, or government authority, to the extent recognized by applicable law.

6. Insurance

6.1 **Carrier insurance.** Carrier will maintain, at its expense, throughout the term: (a) commercial automobile liability insurance with limits of at least **[\$AMOUNT]**; (b) motor-truck cargo insurance with limits of at least **[\$AMOUNT]**; and (c) workers' compensation insurance as required by law and employer's liability insurance.

6.2 **Evidence.** Carrier will provide Shipper a certificate of insurance evidencing the required coverage and **[NUMBER]** days' notice of cancellation, and will name Shipper as an additional insured where the Parties agree.

6.3 **No waiver.** The required insurance limits do not limit Carrier's liability under this Agreement or applicable law.

7. Indemnification

7.1 **By Carrier.** Carrier will defend, indemnify, and hold Shipper harmless from third-party claims for bodily injury, death, or property damage to the extent caused by Carrier's performance of the Services or the negligent or wrongful acts of Carrier, its drivers, or its equipment.

7.2 **By Shipper.** Shipper will defend, indemnify, and hold Carrier harmless from third-party claims to the extent caused by Shipper's negligent or wrongful acts, including improper loading, securement, or description of the Freight by Shipper or the consignee.

7.3 **Procedure.** The indemnified Party will give prompt written notice of a claim, allow the indemnifying Party to control the defense of claims it indemnifies, and provide reasonable cooperation.

8. Term and Termination

8.1 **Term.** This Agreement begins on the Effective Date and continues for **[NUMBER] [months / years]**, and then renews for successive **[periods]** unless either Party gives written notice of non-renewal at least **[NUMBER]** days before the end of the then-current term.

8.2 **Termination for convenience.** Either Party may terminate this Agreement for convenience on **[NUMBER]** days' prior written notice, without affecting loads already in transit.

8.3 **Termination for cause.** Either Party may terminate immediately on written notice if the other materially breaches and fails to cure within **[NUMBER]** days after written notice, or immediately if Carrier's operating authority or required insurance lapses.

8.4 **Effect of termination.** Termination does not relieve either Party of obligations accrued before termination, including payment for Services performed and resolution of pending cargo claims.

9. General Provisions

9.1 **Confidentiality.** Each Party will keep confidential the non-public business information of the other, including rates and customer information, and use it only to perform under this Agreement.

9.2 **Governing law and venue.** This Agreement is governed by the laws of the State of **[STATE]**, without regard to its conflict-of-laws rules, except where federal transportation law governs. The Parties submit to the exclusive jurisdiction of the state and federal courts located in **[COUNTY, STATE]**.

9.3 **Assignment.** Neither Party may assign this Agreement without the other's prior written consent. Carrier will not subcontract or broker any load to another carrier without Shipper's prior written consent.

9.4 **Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

9.5 **Force majeure.** Neither Party is liable for delay or failure caused by events beyond its reasonable control, provided it gives prompt notice and uses reasonable efforts to mitigate.

9.6 **Entire agreement; amendment.** This Agreement, together with Schedule A and any load confirmations, is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

9.7 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

9.8 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CARRIER	SHIPPER
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE]	Title: [TITLE]
Date: _____	Date: _____

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