



FREIGHT FINDER AGREEMENT

CHEVYON LOGISTICS, LLC is a Freight Brokerage located at **9431 Haven Ave., Ste. 232 Rancho Cucamonga, California 91730** operating under **MC# 968239**, herein referred to as "**BROKER**".

_____ located at address
_____, herein referred to as
"**FREIGHT FINDER**".

BROKER is in the business of arranging for the transportation, and handling of cargo for shipping customers. **FREIGHT FINDER** is in the business of securing leads for transportation services for customers as a **FREIGHT FINDER** for **BROKER**.

BROKER desires to retain **FREIGHT FINDER** to develop, provide and maintain such business leads non-exclusively for and on behalf of **BROKER**. **FREIGHT FINDER** desires to accept such retention, on the terms and subject to the conditions contained in this agreement.

In consideration of the foregoing and the mutual covenants in this Agreement, which the parties agree are good and valuable consideration, **BROKER** and **FREIGHT FINDER** agree as follows:

SECTION 1. REPRESENTATION

- 1) **TERM** - **BROKER** agrees to retain the **FREIGHT FINDER** as it's representative in the capacity as an independent contractor, for a term commencing on _____, 20 __, and continuing until termination of this agreement.
- 2) **DUTIES** - **FREIGHT FINDER** accepts his/her position with the **BROKER** on the terms and conditions set forth in this agreement, and agrees to devote his/her time and attention to the performance of his/her duties under this Agreement. In general, such duties shall consist of generating freight leads for **BROKER**. The **FREIGHT FINDER** shall perform such specific duties and shall exercise such specific authority as may be assigned from time to time by the **BROKER**. The **FREIGHT FINDER** shall be subject to the direction and control of the **BROKER**. The **FREIGHT FINDER** further agrees that in all aspects of his/her representation, he/she shall comply with the policies, standards, and regulations of the **BROKER** from time to time established, and shall perform his/her duties faithfully to the best of his/her ability, and in the best interest of the **BROKER**
- 3) **SCOPE OF REPRESENTATION** - The **FREIGHT FINDER** is authorized to represent **BROKER** to solicit new business, such new business defined as procuring leads for freight transportation services for shippers.



FREIGHT FINDER AGREEMENT

COVENANT NOT TO COMPETE: CONFIDENTIALITY

- 1) **NONCOMPETITION** - During the term of this Agreement and for a period of one (1) year after the termination of representation for any reason with the **BROKER, FREIGHT FINDER** shall not, directly, or indirectly, (1) own (as a proprietor, partner, stockholder, or otherwise) an interest in; or (2) participate (as an officer, director, or in any other capacity) in the management operation, or control of; or (3) perform services as or act in the capacity of a representative, independent contractor, consultant, or agent of any enterprise engaged, directly or indirectly, in the business of **BROKER** or in competition with any other business conducted by the **BROKER** except with the prior consent of the **BROKER**.
- 2) **CONFIDENTIALITY - FREIGHT FINDER** acknowledges and agrees that all product & service specifications, list of the **BROKER'S** customers and suppliers, product & service planning related to its business ("Confidential Information") are valuable assets of the **BROKER** and customers of the **BROKER**. Except for disclosures reasonably made to advance the business of the **BROKER** and information which is a matter of public record, **FREIGHT FINDER** shall not, during the term of this agreement or after the termination of representation with the **BROKER** disclose any Confidential Information to any person or use Confidential Information for the benefit of **FREIGHT FINDER** or any other person, except with the prior written consent of the **BROKER**.
- 3) **INJUNCTION - FREIGHT FINDER** agrees that it would be difficult to measure damage to the **BROKER** from any breach by **FREIGHT FINDER** of agreement and that monetary damages would be an inadequate remedy for any such breach. Accordingly, **FREIGHT FINDER** agrees that if **FREIGHT FINDER** shall breach agreement the **BROKER** shall be entitled, in addition to all other remedies it may have at law or in equity, to an injunction or other appropriate orders to restrain any such breach without showing or proving any actual damage sustained by the **BROKER**.
- 4) **NO RELEASE - FREIGHT FINDER** agrees that the termination of representation with the **BROKER** or expiration of the term of this agreement shall not release **FREIGHT FINDER** from any obligations under this agreement.



FREIGHT FINDER AGREEMENT

COMPENSATION

- 1) **BASE COMPENSATION** - In consideration of all services to be rendered by **FREIGHT FINDER** to the **BROKER**, the **BROKER** shall pay to **FREIGHT FINDER** compensation/commission of **twenty-five percent (25%)** of the "**GROSS PROFIT PAID TO BROKER**" for the initial transportation of freight services made to a new customer by **BROKER** through **FREIGHT FINDER'S** efforts. For sales made to customers generated by **FREIGHT FINDER'S** efforts the Company shall pay to **FREIGHT FINDER** compensation/commission of **ten percent (10%)** of such subsequent sale of freight transportation services successfully arranged. Such commissions will be credited to **FREIGHT FINDER'S** account for payment when **PAYMENT** is **RECEIVED FROM THE BROKER'S FACTORING COMPANY**.
- 2) Commission payments will be made **Friday's by the end of the day from the previous week**. **BROKER** will present to **FREIGHT FINDER** a statement (paper or online) with each commission payment listing all **BROKER'S** sales for the period, and noting those sales commissionable to **FREIGHT FINDER**. **FREIGHT FINDER** is responsible to present claims of discrepancies in compensation/commission payments to Company in writing within one month of such discrepancies.
- 3) If **FREIGHT FINDER** provides services considered billable by **BROKER**, whether part of the sale or not, such services will be compensated on a subcontractor basis with terms negotiated separate from this agreement.
- 4) The **FREIGHT FINDER** shall only be entitled to compensation on those loads where transportation has been successfully arranged and billed to shipper accepted by the **BROKER** and only as to new business as defined in this agreement. Upon termination of the relationship between **FREIGHT FINDER** and **BROKER**, the **FREIGHT FINDER** shall not be entitled to any other compensation/commission other than those specific orders accepted in writing by the **BROKER** prior to termination.
- 5) **COMMISSION CHARGEBACK** - **BROKER** shall have the right, while this Agreement is in effect, to write off as bad debts such overdue customer accounts as it deems advisable in each such case, **BROKER** may charge back to **FREIGHT FINDER'S** account only any amounts previously paid to **FREIGHT FINDER**. If such accounts are paid at any time, **FREIGHT FINDER** shall be entitled to the applicable commissions.



FREIGHT FINDER AGREEMENT

EXPENSES / WORK STATION

- 1) **FREIGHT FINDER** shall bear the entire cost and expense of conducting its business in accordance with the terms of this agreement. No travel, living, training, entertainment, or other costs will be billed by or paid to **FREIGHT FINDER** unless otherwise agreed and described in a separate agreement. **FREIGHT FINDER** shall provide his/her own tools, equipment, or other materials.

TERMINATION

- 1) **TERMINATION BY PRIOR NOTICE** - The relationship between **FREIGHT FINDER** and the **BROKER** may be terminated by either the **BROKER** or **FREIGHT FINDER** without cause at any time.
- 2) **IMMEDIATE TERMINATION** - In the event **FREIGHT FINDER** shall willfully and continuously fail or refuse to comply with the policies, standards, and regulations of the **BROKER** from time to time established, the **BROKER** may terminate this agreement immediately.
- 3) **FRAUD** - In the event **FREIGHT FINDER** shall be guilty of fraud, dishonesty, or any other act of misconduct in the performance of **FREIGHT FINDER'S** duties on behalf of the **BROKER**, the **BROKER** may terminate this agreement immediately by giving written notice with cause to **FREIGHT FINDER**.
- 4) **NON PERFORMANCE** - In the event **FREIGHT FINDER** shall fail to perform any provision of this agreement to be performed by **FREIGHT FINDER**, the **BROKER** may terminate this agreement immediately by giving written notice with cause to **FREIGHT FINDER**.

REPRESENTATIONS AND WARRANTIES OF FREIGHT FINDER

- 1) **FREIGHT FINDER** represents and warrants to the **BROKER** that there is no representative contract, or any other contractual obligation to which **FREIGHT FINDER** is subject which prevents **FREIGHT FINDER** from entering into this agreement or from performing fully **FREIGHT FINDER'S** duties under this agreement.

MISCELLANEOUS PROVISIONS

- 1) The provisions of this agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, success, and assignees of the parties.



FREIGHT FINDER AGREEMENT

NOTICE - Any notice or other communication required or permitted to be given under this agreement shall be in writing and shall be provided by email or fax.

BROKER: CHEVYON LOGISTICS, LLC 9431 Haven Ave., Ste. 232 Rancho Cucamonga, California 91730

FREIGHT FINDER: _____

AGREEMENT - This agreement shall be governed by and shall be construed in accordance with the laws of the **State of California**. Proper legal venue for all matters related to this agreement is agreed as the closest to **Rancho Cucamonga, California**.

This agreement constitutes the entire agreement between the parties pertaining to its subject matter and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties. No supplement, modification or amendment of this agreement shall be binding unless executed in writing by all parties.

**CHEVYON LOGISTICS, LLC
9431 Haven Ave., Suite 232
Rancho Cucamonga, CA 91730**

Freight Finder: _____

SSN#: _____

Address: _____

City, State, Zip: _____

Phone: (_____) _____ - _____



FREIGHT FINDER LEAD SHEET

Shipper Information

Company: _____

Contact: _____

Phone: (____)____-_____

Email: _____

Website: _____

Load Information

Origin City: _____ Origin State: _____

Dest. City: _____ Dest. State: _____

Freight Type: Dry _____ Refrigerated _____ Machinery / Industrial _____

Dry Van

Commodity: _____

Weight: _____

Pallets Required? Yes _____ No _____

Exchange? Yes _____ No _____

Multiple Stops? Yes _____ No _____

How Many? Yes _____ No _____

Special Instructions: _____



Temperature Controlled

Commodity: _____

Weight: _____ Temperature: _____

Pallets Required? Yes____No _____ Exchange? Yes____No _____

Multiple Stops? Yes____No _____ How Many? Yes____No _____

Special Instructions: _____

Machinery / Industrial

Commodity: _____

Weight: _____ Dimensions: L____x W____x H _____

Make: _____ Model: _____

Tarping? Yes____No _____ Straps _____ Chains _____

Equipment Desired? _____ Flatbed _____ Step Deck _____ Double Drop _____ RGN

Special Instructions: _____

Freight Finder Name: _____

Phone: (____)____-_____

Email: _____