

CONTRACT CARRIER AGREEMENT

This Agreement is made and entered into on _____ by and between _____ with its principal place of business located at _____ ("Shipper") and D. M. BOWMAN, INC. located at 10038 Governor Lane Boulevard, Williamsport, MD 21795 ("Carrier").

1. TERM OF AGREEMENT:

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 SERVICES:

Carrier represents and warrants that it is duly and legally qualified to provide all interstate and intrastate transportation services contemplated herein. Carrier's services under this Agreement are to meet the specified needs of Shipper under specified rate and conditions as set forth herein.

3. RATES, CHARGES, AND PAYMENTS:

On prepaid shipments, the charges and payment terms for the services performed hereunder shall be in accordance with the rates, charges, and rules set forth in the Contract Rate Schedule and the Fuel Increase Supplement attached hereto. The Contract Rate Schedule and the Fuel Increase Supplement can be supplemented or revised by written agreement signed by both parties, or, prior to transportation, by Carrier to Shipper if not objected to by Shipper, in writing, within 24 hours from the date and time faxed. Payment shall be due from Shipper within thirty (30) days of the invoice date by Carrier, and in the event the payment is not made within thirty (30) days, Shipper agrees that interest shall accrue daily and be payable to Carrier at the interest rate of 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.

Remit to address:
DM Bowman, Inc.
PO Box 79565
Baltimore, MD 21279-0565

4. 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 sole negligence or failure to comply with the terms of this Agreement.

5. 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 cargo, in at least the minimum amounts required for motor carriers by applicable federal or state law or regulations. Carrier liability for loss or damage to cargo shall be limited to \$5.00 per pound per article and limited to a maximum of \$100,000 per occurrence.

6. FREIGHT LOSS OR DAMAGE:

Shipper shall submit to Carrier written notice of any cargo claim 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. § 1005 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 solely negligent performance of this Agreement. Neither Shipper nor Carrier shall be liable to the other for any loss, damage, 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.

7. INDEPENDENT CONTRACTOR:

Carrier is an independent contractor and not an agent or employee of Shipper. Carrier assumes full responsibility for the payment of costs and expenses required to perform transportation services provided under terms and conditions of this Agreement.

8. CONFIDENTIALITY:

Shipper and Carrier agree to maintain confidentiality of information contained in or related to this Agreement.

9. ARBITRATION:

Shipper and Carrier agree that disputes arising from this Agreement will be settled by binding arbitration, with Shipper selecting an arbitrator, Carrier selecting an arbitrator, and with the representative chosen by each party jointly selecting a third arbitrator. As a result of the arbitration, the successful party will be awarded costs and expenses.

10. 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.

11. GOVERNING TARIFFS:

The contract is governed by the following tariff and their supplements:

(A) Hazardous materials - American Trucking Association, Inc. - ICC ATA 111

(B) Mileage Guide – PC Miler Practical 19.1 and reissues thereof.

12. COMPLETE AGREEMENT:

This agreement, including schedules of rates and charges, constitutes the entire agreement between the parties and may be modified or amended only as evidenced by written agreement signed by both parties expressly purporting to do so.

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: _____

Date: _____

Title: _____

Address: _____

Fax: _____

Carrier: D. M. BOWMAN, INC.

By: _____

Date: _____

Title: President

Address: 10228 Governor Lane Boulevard

Suite 3006

Williamsport, MD 21795

Fax: 301-223-5968