

INDEPENDENT BROKER AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 20__, by and between CoMark Equity Alliance, L.L.C. a limited liability company with its principal place of business at 106 East South Ave, PO Box 130, Cheney, KS 67025 Sedgwick County, Kansas, hereinafter referred to as "CEA" and _____, doing business as _____ with a principal place of business at, Address: _____, City: _____, State: _____ ZipCode: _____ County, _____, Phone#&Email: _____ hereinafter referred to as "Broker".

WHEREAS, Carrier has the equipment, personnel, trucks and permits necessary for the purposes of this Contract, below, and

WHEREAS, CEA desires to engage Broker as an independent contractor for the purposes set forth below.

WITNESSETH, that in consideration of the mutual promises, and covenants herein it is hereby agreed and contracted:

1. PURPOSE. The purpose of this Agreement is to provide for the transport of cargo and other truck freight in accordance with contracts and commitments which may be hereafter negotiated between the parties subject to this Agreement, and Broker represents and warrants that Carrier has the truck(s) and equipment, and the licenses and permits necessary to accomplish such purpose.

2. RATE/PAYMENT. CEA agrees to pay Broker for successful completion of the purposes of this Agreement in accordance with the negotiated rate.

3. LIABILITY AND CARGO INSURANCE. Carrier shall, at his cost and expense, obtain and maintain insurance that shall cover the risks of liability for injury or damage to persons or property, including cargo insurance, with such carriers and in such amounts as are reasonably acceptable to CEA; such insurance shall be kept in full force and effect during the term of this Agreement, and Broker shall supply to CEA a copy of such policy of insurance and endorsements thereto, and at CEA's request, CEA

shall be included as additional named insured, and subrogation against CEA shall be waived by the insurance carrier(s).

4. INDEPENDENT CONTRACTOR. This Agreement does not constitute and shall not be construed as constituting or creating an employer/employee relationship between CEA and Broker. CEA may have the right to direct the results which are to be accomplished by Broker in fulfilling its duties and responsibilities hereunder. Carrier agrees to obtain and maintain such workers compensation insurance or alternate medical insurance, as may be required by law, and Broker will provide CEA with satisfactory evidence of such insurance, and Broker agrees to indemnify and hold CEA harmless from any claim that CEA should provide, or should have provided workers compensation insurance coverage or benefits because of the application of this Agreement, and the terms of this paragraph are continuing in nature and shall survive the terms of this Agreement.

5. TERM. This Agreement shall be month-to-month, but may be sooner terminated by either party following the completion of any existing commitments after ten (10) days notice to the other.

6. INDEMNITY. Broker agrees to indemnify, defend, and hold CEA harmless from any and all liabilities which CEA may incur as a result of any acts or failures to act, or negligence on the part of Carrier and this obligation on the part of Broker is continuing and shall survive the expiration of the term of this Agreement.

7. LICENSES AND PERMITS. Carrier shall, during the entire term of this Agreement, and any extension thereof, obtain and maintain in full force and effect, at its sole expense, all licenses and permits which are required for the operation of said equipment.

8. SAFE OPERATION. All equipment and machinery, which are subject to this Agreement shall at all times be maintained, operated by Carrier in a safe manner, and will be kept in such condition at all times to meet all safety rules and regulations and all other maintenance and operational rules and regulations.

9. GOVERNING LAW. The laws of the State of Kansas shall govern the interpretation and construction of this Agreement.

10. MISCELLANEOUS.

- a. This contract is not exclusive, and Broker may perform as stated above for multiple third parties, and for the general public, and
- b. Broker is not required to perform on CEA's premises.
- c. Broker will hire and provide and supervise and pay its assistants and any and all personnel required to perform the purposes of this Agreement.
- d. CEA does not guarantee Broker a profit, and all consideration for this Agreement as provided at paragraph 2 above.

IN WITNESSETH WHEREOF the parties have hereto subscribed by and through their duly authorized representative, the day and year first above written:

BROKER: _____

By: _____

CEA: _____

By: _____