SALES SERVICE AGREEMENT

Between

FREIGHT-PAL LLC

3940 LAUREL CANYON BLVD.

SUITE 1195

STUDIO CITY, CALIFORNIA 91604

(Hereinafter called the “FREIGHT-PAL”)

AND

(Hereinafter called the “SALES AGENT”)

Contract No: SA-00219/2015

Effective Date: MARCH 01, 2015

Expiration Date: FEBRUARY 28, 2017

Contract For:

THIS CONTRACT (the “Contract”), entered into this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_, between FREIGHTPAL and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

 FREIGHT-PAL WHEREAS, “SALES AGENT” will provide sales functions in the supports of the selling of motor freight transportation services by “FREIGHT-PAL”, and “FREIGHT-PAL” desires to pay the “SALES AGENT “ a commission on business originating with or referred by “SALES AGENT “ to the “FREIGHT-PAL”.

 NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter set forth, it is agreed by and between the parties as follows:

SECTION I. PURPOSE:

 To develop overland transportation in connection with inbound and outbound traffic. It will be the goal of the “FREIGHT-PAL” and the “SALES AGENT” to develop this business for their mutual benefit.

SECTION II. SERVICES TO BE PROVIDED BY “SALES AGENT”:

1. “SALES AGENT” will perform functions classified as sales for said “FREIGHT-PAL” and secure business for “FREIGHT-PAL” names herein.
2. “SALES AGENT” will perform sales functions at its own expense.
3. “SALES AGENT” will assist “FREIGHT-PAL” with any problems between “SALES AGENT”’S clients (as defined in Appendix A of this contract) and “FREIGHT-PAL” including the collection of past due freight bills from “SALES AGENT”’S clients.
4. “SALES AGENT” will uphold the good reputation of “FREIGHT-PAL” and shall not misrepresent the services and abilities of “FREIGHT-PAL” or disturb any present “FREIGHT-PAL” accounts as mutually agreed upon.
5. “SALES AGENT” shall perform said sales functions in accordance with all policies and procedures of “FREIGHT-PAL” including, but not limited to, extensions of credit, claims handling and service.
6. “SALES AGENT” will not solicit existing accounts of the “FREIGHT-PAL” and will not be paid a commission on such accounts unless solicitation of such accounts is agreed to in writing.

SECTION III. INDEPENDENT CONTRACTOR

 “SALES AGENT” is an independent contractor and nothing contained herein is to be interpreted or construed as creating a relationship of employment with “FREIGHT-PAL”, and the “SALES AGENT” acknowledges he or she is not entitled to any benefits given to FREIGHT-PAL Freight Line employees.

SECTION IV. OBLIGATION TO HAUL

 It is understood by both parties that “FREIGHT-PAL” will arrange transports of the shipments offered within the scope of its authority, except where it would be unprofitable to “FREIGHT-PAL” or if it creates an abnormal demand for resources.

SECTION V. ACCOUNTING

 Accounting shall be performed using the “FREIGHT-PAL” computer system which will generate a detail of eligible transactions each calendar month. Included in the accounting will be increases or decreases in previously paid revenue bills which have been adjusted to increased or decreased revenues. Such accounting statement shall be prepared and processed internally at “FREIGHT-PAL” for payment to “SALES AGENT” within thirty (30) days. In order for a revenue bill to become eligible for payment, “FREIGHT-PAL” must have been paid and all balances are zero with the receivable.

As an alternative, “SALES AGENT” may submit an invoice to “FREIGHT-PAL” covering the shipments for the month. Copies of the freight bills must be attached. Payment shall occur on eligible revenue pros within thirty (30) days.

SECTION VI. COMMISSION BASE:

 It is understood that all transport revenues paid to “FREIGHT-PAL” for shipments generated by the “SALES AGENT” for “FREIGHT-PAL” will be subject to commission (See Section VII and VIII below).

SECTION VII. RATE OF COMMISSION:

1. “FREIGHT-PAL” agrees to pay the “SALES AGENT” a commission of 30 percent of the gross profit. Before a commission is paid, the “SALES AGENT” will notify “FREIGHT-PAL” and provide “FREIGHT-PAL” with an updated appendix “B” containing the name, address, and start date of reach account. “FREIGHT-PAL” will screen all new accounts for current business to determine for activity. All updates to the appendix “B” must be signed by “SALES AGENT” and “FREIGHT-PAL” before a commission will be approved.
2. If there is no current activity and “FREIGHT-PAL desires to handle the business, “FREIGHT-PAL” will list the account in Appendix B. “FREIGHT-PAL” will not pay commission when freight is controlled by another party and moving under rates established for said party. New Appendix B accounts will be deleted from the appendix listing if they fail to generate one thousand dollars ($1000.00) revenue in the first three periods after listing. Existing Appendix B accounts will be deleted if they fail to average one thousand dollars ($1000.00) per period for twelve periods.
3. “FREIGHT-PAL” shall remain obligated to pay “SALES AGENT”’S commission for freight shipped collect to or prepaid from “SALES AGENT”’S clients so long as existing and future clients continue to use “SALES AGENT”’S services.
4. Upon written notice from “FREIGHT-PAL”, “SALES AGENT”’S commission will cease one (1) month after notice or cancellation of any client of “SALES AGENT”.
5. When a commission is cancelled for an account by the “SALES AGENT” said “SALES AGENT” will provide “FREIGHT-PAL” with an updated appendix “B” with the termination date of the account. Updated appendix “B” must then be signed by “SALES AGENT” and “FREIGHT-PAL”. When a commission is cancelled for an account by “FREIGHT-PAL”, “FREIGHT-PAL” will provide “SALES AGENT” with an updated appendix “B” with the termination date of the account. Updated appendix “B” must then be signed by “SALES AGENT” and “FREIGHT-PAL”.
6. Any discrepancies in commission must be presented to carrier in writing within six (6) months of the date of shipment. Any discrepancy exceeding this time limit will not be eligible for adjustment or retroactive payment.

SECTION VIII. EMPLOYEES OF SALES AGENT:

 “SALES AGENT” agrees to employ, at its sole expense, the necessary employees who shall be experienced, competent and qualified, to carry out the services to be performed by “SALES AGENT” under this Contract; it being expressly understood that such personnel are the sole employees of the “SALES AGENT” and not of “FREIGHT-PAL”.

SECTION IX. COMPLIANCE WITH LAW:

1. Both parties agree to comply with all applicable Federal, State and municipal Laws and Regulations in the performance of the terms and conditions of this Contract.
2. “SALES AGENT” warrants that no part of the commission is being used to illegally rebate employees of Shippers, consignees or third party payors, either directly or indirectly, in violation of applicable Federal and State laws and regulations.

SECTION X. INDEMNIFICATON:

1. “SALES AGENT” agrees to indemnify, save and hold harmless “FREIGHT-PAL”, its successors and assigns, against all suits, actions, debt, damages, costs, charges, and expenses (including court costs and attorney’s fees), at law or in equity, and against any loss and damages whatsoever, arising from or growing out of the performance of this Contract by the “SALES AGENT”, its agent servants, or employees.
2. “FREIGHT-PAL” agrees to indemnify, save and hold harmless the “SALES AGENT”, its successors and assigns, against all suits, actions, debts, damages, costs, charges, and expenses (including court costs and attorney’s fees), at law or in equity, which may result from carrier’s liability under existing laws or regulations; provided that “FREIGHT-PAL” shall not be liable where such loss, damage, suites, actions, debts, costs, charges or expenses are the result of circumstances beyond “FREIGHT-PAL’S” control or cause in whole or in part by acts of the “SALES AGENT”, its agent servants or employees, or by the act or by acts of the public authorities or by the inherent danger or difficulty of transporting or handling the Commodities involved.

SECTION XI. NOTICES:

Written notices pursuant to this Contract shall be presumed to be given if sent by United States Mail, Certified Return Receipt Requested, addressed as follows:

If to Agent:

If to “FREIGHT-PAL”

 Michael Rasmussen, CEO

 FREIGHT-PAL LLC.

 3940 LAUREL CANYON BLVD.

 SUITE 1195

 STUDIO CITY, CALIFORNIA 91604

SECTION XII. TERMINATION:

 This Contract shall continue in effect until terminated, with or without cause, by either party on thirty (30) days written notice to the other party; provided that “FREIGHT-PAL” shall have the right to terminate this Contract at any time immediately upon written notice to “SALES AGENT” in the event either (a) this Contract is required to be abrogated or modified by an order of a Federal or State Commission or agency having jurisdiction of the subject matter herein covered, or by Court decree, or (b) the “SALES AGENT” violates or fails to comply with any of the terms and conditions of this Contract.

SECTION XIII. NONDISCLOSURE:

 Neither party will discuss to others any information regarding the services provided hereunder without written approval of the other party. “SALES AGENT” agrees not to discuss any aspect of “FREIGHT-PAL”’S pricing or service programs without written approval of “FREIGHT-PAL”.

SECTION XIV. CONTROLLING LAW:

 This Contract shall be governed by, construed and enforced in accordance with the laws of the State of California.

SECTION XV. BINDING EFFECT:

 This Contract shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto; provided, however, “SALES AGENT” may not assign its rights under this Contract to any other person or entity without the prior written consent of “FREIGHT-PAL”.

 IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed on the day and year first above written, all pursuant to authority duly granted. DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 FREIGHT-PAL LLC.

WITNESS:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 TITLE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 SALES AGENT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

WITNESS:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 TITLE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 TAX IDENTIFICATION NUMBER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 OR

 SOCIAL SECURITY NUMBER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_