



Master Cargo Hauling Agreement

This Master Hauling Agreement (this "Agreement"), is made and entered into as of the _____ day of _____, 20____, by and between **C.J. SHAUGHNESSY CRANE SERVICE, INC.**, (hereinafter referred to as ("Company") located at 520 Bodwell Street Ext., Avon, MA 02322, and **Insert Name and address of Hauler** (hereinafter referred to as ("Hauler")." Company and Hauler are sometimes individually referred to herein as a "Party" and together as the "Parties."

WHEREAS C.J. SHAUGHNESSY CRANE SERVICE, INC., desires to hire Hauler to perform motor Hauler transportation service for Company in accordance with the terms and subject to the conditions of this Agreement; and,

WHEREAS Hauler desires to perform transportation service for Company in accordance with the terms and subject to the conditions of this Agreement;

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual agreements and provisions hereinafter set forth, the Parties hereby mutually agree as follows:

1. Term. This Agreement shall remain in full force and effect for a _____ year period beginning on the date first written above and continuing thereafter on a year-to-year basis. Either Party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party, unless otherwise specified in this Agreement.

Scope of Work (Describe in detail, including where the Equipment was picked up, types of straps used to tie down Equipment while in transit, and drop off location of Equipment).

_____ (hereinafter referred to as Cargo or Equipment").

Estimated Value of Cargo or Equipment to be transported by Hauler \$ _____

2. Release – Hauler hereby releases, waives, discharges and covenants not to sue Company, its members, officers, agents, assigns or employees, for any and all loss, claims or demands, including death or injury to persons or damage to property while Hauler is transporting the above-mentioned Cargo under this Agreement. Hauler is fully aware of the risks, hazards, and damage connected with hauling Cargo. Hauler is solely responsible for the Cargo at all times while Cargo is in the possession, care, custody or control of Hauler, or Hauler is transporting the Cargo. Hauler voluntarily assumes full responsibility for any risks of loss, property damage or personal injury, including death, which may be sustained by Hauler or the Cargo, as a result of hauling the Cargo. Each of the undersigned further expressly agrees that the foregoing release and waiver provision is intended to be as broad and inclusive as is permitted by the laws of the State in which this Agreement is signed.

3. DEFENSE, INDEMNIFICATION & HOLD HARMLESS –TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HAULER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS COMPANY AND ITS OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, MEMBERS, MANAGERS, EMPLOYEES, AFFILIATES, REPRESENTATIVES AGENTS, CARGO OWNER AND INSURERS (THE "INDEMNITEES") FROM ANY AND ALL ACTIONS, CAUSES OF ACTION, CLAIMS, SUITS, DEMAND INVESTIGATIONS, OBLIGATIONS, JUDGMENTS, LOSSES, COSTS, LIABILITIES, DAMAGES, FINES, PENALTIES AND EXPENSES, INCLUDING ATTORNEY'S FEES, WHICH ARE INCURRED BY, ACCRUED, ASSERTED, MADE OR BROUGHT AGAINST, OR RECOVERABLE FROM ANY OF THE INDEMNITEES ARISING FROM OR OUT OF OR RELATING TO, DIRECTLY OR INDIRECTLY, THE HAULER'S ACCEPTANCE, POSSESSION, TRANSPORT, USE, OPERATION, CONTROL OF THE CARGO, OR RETURN OF THE CARGO OR EQUIPMENT WHETHER OR NOT THE SAME ARISES FROM DAMAGE TO PROPERTY (REAL OR PERSONAL), INJURY OR DEATH TO PERSONS (INCLUDING BUT NOT LIMITED TO HAULER'S EMPLOYEES, AGENTS AND REPRESENTATIVES), FAILURE TO COMPLY WITH APPLICABLE LAWS, REGULATIONS OR ORDINANCES, THE EQUIPMENT CONDITION, THE LOSS OF USE OR SEIZURE OF THE EQUIPMENT, OR OTHERWISE OR ANY OTHER ACTION OR FAILURE TO ACT BY THE HAULER, THEIR AGENTS, CONTRACTORS, AFFILIATES, OR EMPLOYEES; AND/OR) ANY CLAIMS OF THIRD PARTIES AGAINST HAULER, THEIR AGENTS, CONTRACTORS, AFFILIATES. HAULER EXPRESSLY AGREES TO WAIVE ANY WORKERS' COMPENSATION IMMUNITY IT MAY OTHERWISE HAVE. HAULER'S OBLIGATION TO INDEMNIFY THE INDEMNITEES SHALL SURVIVE THE TERMINATION OF THIS LEASE. IN JURISDICTIONS IN WHICH THE INDEMNIFICATION PROVIDED FOR IN THIS SECTION IS BROADER THAN THAT ALLOWED BY APPLICABLE LAW, THIS SECTION SHOULD BE INTERPRETED AS PROVIDING THE BROADEST INDEMNIFICATION PERMITTED AND SHOULD BE LIMITED ONLY TO THE EXTENT NECESSARY TO COMPLY WITH SAID LAW. THIS INDEMNIFICATION PROVISION DOES NOT NEGATE, ABRIDGE OR REDUCE ANY OTHER RIGHTS.

4. Insurance – Hauler agrees to purchase the following insurance coverage for the benefit of Company prior to pick up and transit of the Cargo. Such insurance shall apply when any portion of the work is being performed, including while the Hauler is loading, unloading and while the Cargo is in the care, custody or control of Hauler and/or Hauler is transporting the Cargo. Hauler shall provide the following coverages for Company : a.) worker's compensation and employer's liability insurance, with limits of at least the statutory minimum or \$1,000,000, whichever is greater; b) commercial general liability (CGL) insurance on an occurrence basis along with a commercial auto liability policy (CAL), including bodily injury and property damage coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000, in the aggregate ; c) excess/umbrella (Excess) insurance in the amount of \$5,000,000; d) Hauler's CGL, CAL and Excess policies must be endorsed so that they are primary and non-contributory to all of Company's insurance policies e) inland marine/Cargo insurance/ all-risk physical damage insurance, on a primary non-contributory basis, to cover the estimated full insurable value of the Cargo (noted above), and the parties agree that this is the actual value of the Cargo for the purposes of fixing the Cargo's insurable value. Company must be named as primary Loss Payee on all policies, f) the Hauler must name Company as an additional insured on the CAL policy, and use the following ISO Endorsement forms

TERMS AND CONDITIONS CONTINUE ON REVERSE SIDE

which provide various coverages on both the CGL policy and Excess/umbrella policies: ISO Forms CG 20 10 10 01, CG 20 37 10 01, CG 20 26 07 04 and CG 24 04 05 09, which must be used for the purpose of so including COMPANY and all affiliated partnerships, joint ventures, corporations and anyone else who Company is required to name as an additional insured, as additional insureds. Company and the foregoing affiliated entities are to be included as additional insureds on all liability insurance policies (including any excess/umbrella policies that must also follow form of the CGL policy). g) Hauler shall name Company as a Loss Payee on all insurance policies; and Hauler shall provide all insurance certificates to Company when requested; h) all policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's including additional insured's prior to cancellation or nonrenewal; i) all of Company's policies, and the policies of anyone Company is required to insure are excess over all of Hauler's policies; j) Hauler and its Carrier hereby agree to waive any and all rights of subrogation and lien rights including those arising from worker's compensation/employer's liability policies, and other policies required above. To the extent that the Hauler may perform under this Agreement without obtaining the above coverage, such an occurrence shall not operate, in any way, as a waiver of Company's right to maintain any breach of contract action against the Hauler. This shall include, but not be limited to, rights of subrogation and lien rights. The Hauler understands that this waiver shall bind its insurers of all levels and agrees to put these insurers on notice of this waiver and to have any necessary endorsements added to the insurance policies applicable to this lease.

5. Expiration - The expiration or termination of this Agreement shall not relieve the Hauler of any obligations that, by their nature, survive such expiration or termination including, without limitation, any release, indemnities, and insurance requirements.

6. Law Jurisdiction and Arbitration - All claims, disputes, issues, disagreements and other matters in question arising out of or relating to this Agreement, the breach thereof, or concerning the work performed may only be resolved by arbitration, which shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect, with a single arbitrator under fast track procedures. THE PARTIES AGREE THAT WITH ARBITRATION, ANY RIGHT TO A JURY TRIAL OR COURT PROCEEDING IS WAIVED. All arbitration proceedings will be in Norfolk County, Massachusetts. This Agreement to arbitrate shall be specifically enforceable under the Federal Arbitration Act. It is agreed that the Work performed, and the transportation of Cargo provided pursuant to this Agreement affects and involves interstate commerce. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with the applicable law in the court having jurisdiction thereof. Any legal action against Company arising out of or relating to this Agreement, or the breach thereof, shall and must be commenced within two (2) years from the date of the completion of the Work or the date that the Cargo is delivered. It is the parties' intention that any and all issues concerning any claim or suit arising from this Agreement shall be resolved through Arbitration. Venue for any state court action taken against Company in the event that it is not covered by Arbitration shall be in Norfolk County, Massachusetts and in the appropriate federal or state court in Massachusetts.

7. Safety - The Hauler shall establish and implement all safety measures, policies, and standards conforming to those required or recommended by governmental or quasi-governmental authorities having jurisdiction including, without limitation, the Occupational Safety and Health Act of 1970, as amended. All FMCSA rules and regulations will be complied with by Hauler including Hours of Service requirements. The Hauler shall take and observe all necessary measures and precautions for the safety and protection of property, persons, including the delivery of the Cargo during the performance of the Work under this Agreement. The Hauler shall secure and pay for all permits, fees, licenses, and inspections necessary for the execution of the Work or delivery of Cargo.

8. This Agreement represents the entire agreement between Company and the Hauler, incorporates all of the understandings of the parties hereto as to the matters contained herein, and supersedes any and all contracts, negotiations, representations, agreements, or other communications reached, participated in or discussed by the parties prior to the execution of this Agreement or any work order, whether oral or written, as to such matters. The parties further agree after reviewing and consulting with legal counsel that to the fullest extent permitted by law and any conflicting state law where the work is being done that any provision, section, sentence, clause or phrase of this Agreement shall be interpreted to be valid and enforceable under applicable law; provided, however, that if any term is held to be illegal, invalid, void, or unenforceable, any such term will be deemed deleted from the Agreement and replaced by a valid, legal and enforceable provision which so far as legally possible achieves the parties' intent in agreeing to the original provision. Any term of this Agreement shall continue in full force and effect and survive the striking of any part of this Agreement. Except as otherwise specifically provided in this Agreement, whenever under this Agreement approvals, authorizations, determinations, satisfactions, or waivers are required or permitted, such items shall be effective and valid only when agreed to in a writing signed by an officer of each party. This Agreement shall be binding upon and inure to the benefit of the parties named herein and their respective successors and assigns. The individual signing this Agreement on behalf of Hauler shall be fully authorized to enter into this Agreement without limitation.

Add Economic Terms (how much to be paid to Hauler, or other business conditions)

THE INDIVIDUAL SIGNING HAS BEEN GIVEN THE ACTUAL AUTHORITY TO EXECUTE THIS AGREEMENT ON BEHALF OF THE HAULER

Company:	_____	Hauler:	_____
Date:	_____	Date:	_____
Print Name:	_____	Print Name:	_____
Signature:	_____	Signature:	_____