

SHIPPING CONTRACT AGREEMENT

Place of Agreement: _____

Shipper Information:

Full Name / Company: _____

Contact Person: _____

Address: _____

Phone / Email: _____

Consignee Information:

Full Name / Company: _____

Contact Person: _____

Address: _____

Phone / Email: _____

Carrier Information:

Company Name: _____

Contact Person: _____

Address: _____

Phone / Email: _____

Shipment Details:

Description of Goods: _____

Quantity / Weight / Volume: _____

Packaging Type: _____

Special Handling Instructions: _____

Shipping Schedule:

Loading Location: _____

Discharge Location: _____

Estimated Time of Departure: _____

Estimated Time of Arrival: _____

Freight Charges and Payment Terms:

Total Freight Charges: _____ USD

Payment Method: _____

Payment Due Date: _____

Clause 1 – Contract Purpose

This Contract governs the transportation of goods described herein by Carrier from the Loading Location to the Discharge Location, under the terms set forth in this Agreement. Both parties warrant their authority to enter into this

Contract.

Clause 2 – Carrier Obligations

Carrier agrees to transport the Goods with reasonable care and diligence, in accordance with the agreed schedule and shipping instructions, and to comply with all applicable laws and regulations.

Clause 3 – Shipper Obligations

Shipper shall provide accurate and complete descriptions of the Goods, ensure proper packaging, labeling, and documentation, and comply with all applicable laws and regulations.

Clause 4 – Freight Charges and Payment

Freight charges are due as specified. Late payments shall bear interest at the maximum rate allowed by law. Carrier reserves the right to suspend services until payment is received.

Clause 5 – Liability and Claims

Carrier’s liability for loss, damage, or delay of Goods shall be limited to the extent permitted by applicable law including the Carmack Amendment and any applicable tariff or bill of lading terms. Claims must be made in writing within specified timeframes.

Clause 6 – Insurance

Shipper is responsible for obtaining adequate insurance coverage for the Goods during transportation. Carrier may obtain insurance at Shipper’s request and expense.

Clause 7 – Force Majeure

Neither party shall be liable for delays or failures caused by events beyond reasonable control, including acts of God, strikes, government actions, or other unforeseeable circumstances.

Clause 8 – Termination

This Contract may be terminated by either party upon written notice if the other party breaches any material term and fails to cure such breach within a reasonable period.

Clause 9 – Governing Law and Venue

This Contract shall be governed by and construed in accordance with the laws of the United States and the State of _____. The parties consent to the exclusive jurisdiction and venue of the courts located in _____ County, _____.

Clause 10 – Entire Agreement

This Contract constitutes the entire agreement between the parties regarding the subject matter and supersedes all prior negotiations, representations, or agreements.

Clause 11 – Amendments

Any amendments must be made in writing and signed by authorized representatives of both parties.

Clause 12 – Confidentiality

The parties agree to keep all non-public information received in connection with this Contract confidential, except as required by law or agreed in writing.

Clause 13 – Indemnification

Each party agrees to indemnify and hold harmless the other from any claims, damages, or losses arising from their negligence or willful misconduct.

Clause 14 – Severability

If any provision of this Contract is deemed invalid or unenforceable, the remainder shall remain in full force and effect.

Clause 15 – Notices

All notices shall be in writing and deemed delivered when sent to the addresses provided in this Contract by hand, certified mail, or recognized overnight courier.

Clause 16 – Counterparts and Electronic Signatures

This Contract may be executed in counterparts and by electronic signature, each of which is deemed an original, but all constituting one agreement.

Clause 17 – Dispute Resolution

Any disputes arising under this Contract shall first be attempted to be resolved through good faith negotiation, and if unsuccessful, may be submitted to mediation or arbitration as agreed.

Clause 18 – Compliance with Laws

Both parties shall comply with all applicable federal, state, and local laws, rules, and regulations in performing their obligations.

Clause 19 – No Waiver

Failure to enforce any provision of this Contract shall not constitute a waiver of future enforcement of that or any other provision.

Clause 20 – Signatures

The parties have executed this Contract as of the date set forth in the Agreement header.

SHIPPER'S SIGNATURE

CARRIER'S SIGNATURE

Signature: _____

Signature: _____

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