

TRUCKING COMPANY SERVICES AGREEMENT

Location: _____ Date: _____

Carrier Information:

Company Name: _____

USDOT Number: _____

Address: _____

Phone/Email: _____

Shipper Information:

Company Name: _____

Address: _____

Phone/Email: _____

Transportation Details:

Origin: _____

Destination: _____

Cargo Description: _____

Weight/Dimensions: _____

Payment Terms:

Rate / Total Payment: _____ USD

Payment Method: _____

Clause 1 – Agreement to Provide Services

Carrier agrees to provide trucking and transportation services to Shipper in accordance with the terms and conditions set forth in this Agreement.

Clause 2 – Carrier's Obligations

Carrier shall transport the cargo safely and timely from origin to destination, complying with all applicable federal, state, and local laws, including the Federal Motor Carrier Safety Regulations (FMCSRs). Carrier will maintain all necessary licenses, permits, and insurance coverage.

Clause 3 – Shipper's Obligations

Shipper shall properly package, label, and describe the cargo, make the cargo available at agreed times and locations, and provide any necessary documentation required for legal transport.

Clause 4 – Payment and Charges

Shipper agrees to pay Carrier the agreed rate for transportation services. Payment is due as specified in the Payment Terms section. Carrier may charge additional fees for accessorial services or delays caused by Shipper.

Clause 5 – Liability and Insurance

Carrier shall be liable for loss or damage to cargo only to the extent provided by applicable law and subject to Carrier's

insurance coverage. Shipper is responsible for insuring the cargo against loss or damage beyond Carrier's liability.

Clause 6 – Indemnification

Each party agrees to indemnify, defend, and hold harmless the other party from any claims, damages, losses, or expenses arising out of the indemnifying party's negligence or breach of this Agreement.

Clause 7 – Term and Termination

This Agreement shall continue in effect until terminated by either party with written notice. Termination does not relieve either party of obligations incurred prior to termination.

Clause 8 – Force Majeure

Neither party shall be liable for failure to perform due to causes beyond their reasonable control, including but not limited to acts of God, government actions, strikes, or natural disasters.

Clause 9 – Confidentiality

Both parties agree to keep confidential all non-public business information disclosed in connection with this Agreement.

Clause 10 – Compliance with Laws

Carrier and Shipper shall comply with all applicable laws, regulations, and ordinances in performing their obligations under this Agreement.

Clause 11 – Dispute Resolution

Any disputes arising from this Agreement shall be resolved first by good faith negotiation. If unresolved, disputes shall be submitted to binding arbitration under the rules of the American Arbitration Association.

Clause 12 – Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of _____ without regard to conflict of law principles. The parties consent to jurisdiction and venue in the appropriate state or federal courts located in _____ County, _____.

Clause 13 – Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, understandings, and negotiations.

Clause 14 – Amendments

This Agreement may be amended only by a written document signed by both parties.

Clause 15 – Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Clause 16 – Notices

All notices required or permitted under this Agreement shall be in writing and delivered personally, by certified mail, or by nationally recognized overnight courier to the addresses set forth above or as updated by written notice.

Clause 17 – Independent Contractor

Carrier is an independent contractor and not an employee, agent, or partner of Shipper. Neither party has authority to bind the other.

Clause 18 – Assignment

Neither party may assign or transfer this Agreement without the prior written consent of the other party.

Clause 19 – Waiver

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

Clause 20 – Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and may be executed and delivered by electronic signature, which shall be binding and enforceable.

CARRIER'S AUTHORIZED SIGNATURE

SHIPPER'S AUTHORIZED SIGNATURE

Signature: _____

Signature: _____

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