

IMD

INTERMODAL MARKETING and DISTRIBUTION

P O BOX 20734
Minneapolis, MN 55420

952 884 5048
FAX 952 884 8590

COMPANY INFORMATION

COMPANY: INTERMODAL MARKETING AND DISTRIBUTION, INC.
(I M D TRANSPORTATION)
Oxboro Plaza Building
140 West 98th Street
PO Box 20734 (Mail)
Minneapolis, Minnesota 55420

OFFICERS: Rick Millenacker-President
Russ Burnison-General Manager

PHONE: 952-884-5048
TOLL FREE: 800-890-5048
FAX: 952-884-8590
E-MAIL: trucks@imdt.com
FED ID: 41-1431741
MC NUMBER: MC-171779
SCAC CODE: IMDT

BANK: WELLS FARGO
7900 Xerxes Avenue South
Bloomington, MN 55431
Contact: Aftin Purcell-Associate
Ph 612 667 8833

REFERENCES: Extra Transportation
Indianapolis, Ind
317 783 5773 Rusty Russell

LGI
Sauk Centre, MN
800 279 3336 Chad

Winter Truck Line
Mahomen, MN
800 247 7802 Rick

MEMBER: T I A(Transportation Intermediaries Association)

INTERSTATE COMMERCE COMMISSION
LICENSE

MO-171779

RICK MILLENACKER
Minneapolis, MN

SERVICE DATE

APR 3 1984

Reentitled

INTERMODAL MARKETING & DIST. INC.
MINNEAPOLIS, MINN

This License is evidence of the applicant's authority to engage in operations as a broker.

This authority will become effective only when applicant has met the compliance requirements pertaining to insurance coverage for the protection of the public (49 CFR 1043) and designation of agents upon whom process may be served (49 CFR 1044). Applicant shall also render reasonably continuous and adequate service under this authority. Failure to meet these conditions will constitute sufficient grounds for the suspension, change, or revocation of this authority.

This authority is subject to any terms, conditions, and limitations as are now, or will be, attached to this privilege.

The service to be performed is described on the reverse side of this document and will be valid as long as the applicant maintains compliance with the above requirements.

By the Commission.

(SEAL)

James H. Bayne
Acting Secretary

Note: If there are any discrepancies regarding this document please notify the Commission within 30 days.

FEDERAL HIGHWAY ADMINISTRATION

NCA
SERVICE DATE
Mar 03, 1998

DECISION

No. MC-171779
RICK MILLENACKER
D/B/A INTERMODAL MARKETING AND DISTRIBUTION
MINNEAPOLIS, MN

REENTITLED

INTERMODAL MARKETING AND DISTRIBUTION, INC.

On Feb 18, 1998, applicant filed a request to have the Federal Highway Administration's records changed to reflect a name change.

It is ordered:

The Federal Highway Administration's records are amended to reflect the carrier's name as INTERMODAL MARKETING AND DISTRIBUTION, INC. .

Within 30 days after this decision is served, the applicant must establish that it is in full compliance with the statute and the insurance regulations by having amended filings on prescribed FHWA forms (BMC91 or 91X or 82 for bodily injury and property damage liability, BMC 34 or 83 for cargo liability, or a BMC 84 or 85 for property broker security and BOC-3 for designation of agents upon whom process may be served) submitted on its behalf. Copies of Form MCS-90 or other "certificates of insurance" are not acceptable evidence of insurance compliance. Insurance and BOC-3 filings should be sent to FHWA, Office of Motor Carriers, HIA-30, 400 Virginia Ave., SW, Suite 600, Washington, DC 20024.

The applicant is notified that failure to comply with the terms of this decision shall result in revocation of its operating rights registration, effective 30 days from the service date of this decision.

To verify that the applicant is in full compliance, call (202) 358-7000. Any other questions regarding the action taken should be directed to (202) 358-7028.

Decided: Feb 26, 1998

By the Motor Carrier Board.

Thomas T. Vining, Chief
Licensing and Insurance Division

IMD

INTERMODAL MARKETING and DISTRIBUTION

P O BOX 20734
Minneapolis, MN 55420

952 884 5048
FAX 952 884 8590

MC 171779

10-1-13

PROOF OF SURETY BOND



U.S. Department of Transportation
Federal Motor Carrier Safety Administration
Licensing and Insurance Public

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Active/Pending Insurance

US DOT:	2212552			Docket Number:	MC171779			
Legal Name:	INTERMODAL MARKETING AND DISTRIBUTION, INC.							
Form	Type	Insurance Carrier	Policy/Surety	Posted Date	Coverage From	Coverage To	Effective Date	Cancellation Date
84	SURETY	SURETEC INSURANCE COMPANY	5157877	10/03/2013	\$0	\$75,000*	10/01/2013	

* If a carrier is in compliance, the amount of coverage will always be shown as the required Federal minimum (\$5,000 per vehicle, \$10,000 per occurrence for cargo insurance, \$75,000 for bond/trust fund insurance for brokers and freight forwarders). The carrier may actually have higher levels of coverage.

| [Carrier Details](#) | [Rejected Insurance](#) | [Insurance History](#) | [Authority History](#) | [Pending Application](#) | [Revocation](#) |

November 8, 2013



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 Federal Motor Carrier Safety Administration
 1200 New Jersey Avenue SE, Washington, DC 20590 - 1-800-832-5680 - TTY: 1-800-877-8339 - Field Office Contacts



U.S. Department of Transportation
Federal Motor Carrier Safety Administration
Licensing and Insurance Public

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Insurance Carrier Details for: SURETEC INSURANCE COMPANY

Attn: CLAIMS DEPT
Address: 9737 GREAT HILLS TRAIL, STE: 320
 AUSTIN, TX US 78759
Telephone: (866) 732 - 0099
Fax: (512) 732 - 8398

[BACK](#)

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 Federal Motor Carrier Safety Administration
 1200 New Jersey Avenue SE, Washington, DC 20590 - 1-800-832-5680 - TTY: 1-800-877-8339 - Field Office Contacts

BROKER - CARRIER AGREEMENT

This Agreement is entered into this ____ day of _____, 20____, by and between INTERMODAL MARKETING AND DISTRIBUTION, INC. dba IMD Transportation ("BROKER"), a Registered Property Broker, Lic. MC-171779, and _____, a Registered Motor Carrier, MC No. _____, and Permit/Certificate No. DOT _____ ("CARRIER"); collectively, the "Parties". ("Registered" means operated under authority issued by the Federal Motor Carrier Safety Administration ("FMCSA") (or its predecessors) within the U.S. Department of Transportation).

1. CARRIER REPRESENTS AND WARRANTS THAT IT:

- A. Is a Registered Motor Carrier of Property authorized to provide transportation of property under contracts with shippers and receivers and/or brokers of general commodities and that it shall transport the property, under its own operating authority and subject to the terms of this Agreement;
- B. Agrees that a Shipper's insertion of BROKER's name as the carrier on a bill of lading shall be for the Shipper's convenience only and shall not change BROKER's status as a property broker nor CARRIER's status as a motor carrier. BROKER is not a motor carrier and assumes no motor carrier responsibility for cargo loss and damage in the event that the National Motor Freight Traffic Association (NMFTA) (effective Aug. 2016) form of bill of lading is used.
- C. **Will not broker, re-broker, subcontract, assign or interline the shipments hereunder, without prior written consent of BROKER. If CARRIER breaches this provision, BROKER shall have the right of paying the monies it owes CARRIER directly to the delivering carrier, in lieu of payment to CARRIER. Upon BROKER's payment to delivering carrier, CARRIER shall not be released from any liability to BROKER under this Agreement, including any claims under 49 USC 13901 et seq. In addition to the indemnity obligation in Par 1.H CARRIER will be liable for consequential damages for violation of this Paragraph. CARRIER represents that its owners, officers, managers, employees and independent contractors are aware that a breach of this paragraph shall constitute unlawful brokerage activities prohibited by 49 U.S.C. § 14916 and which create personal liability for any individual engaging and/or consenting to such unlawful brokerage activities.**
- D. Is compliant and shall maintain compliance with all applicable laws and regulations during the term of this Agreement, including without limitation the Food Safety Modernization Act, the Sanitary Food Transportation Act of 2005, and the FDA's Final Rule pertaining to Sanitary Transportation of Human and Animal Food.
- E. CARRIER will notify BROKER immediately if its federal Operating Authority is revoked, suspended or rendered inactive for any reason; and/or if it is sold, or if there is a change in control of ownership, and/or any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason.
- F. Indemnity: 1) CARRIER shall defend, indemnify and save harmless BROKER, BROKER's customers, shippers and consignees (hereafter collectively referred to in this Par. H as "BROKER") from any and all liabilities, claims, lawsuits, actions, demands and judgments made, threatened or entered against BROKER, and from all costs and expenses (including reasonable attorney's fees) incurred by BROKER in defending, paying or settling any claims or judgments for personal injury or death to persons, damage to property, loss, damage, theft, or delay to cargo, or civil or criminal penalties that arise directly or indirectly from or as a consequence of any transportation services provided by CARRIER under this Agreement. 2) CARRIER's indemnification obligation under this Par. H is expressly intended to include but not be limited to the obligation to defend, indemnify and save harmless BROKER from any claim, action, demand or lawsuit against BROKER alleging (a) that BROKER negligently hired CARRIER, (b) that Broker negligently hired or employed CARRIER's driver or subcontractor, (c) that Broker negligently engaged in a joint venture, partnership or fiduciary relationship or employer/employee relationship with CARRIER, (d) that Broker is vicariously liable for any conduct on the part of CARRIER, CARRIER's driver or CARRIER's subcontractor, (e) that CARRIER, CARRIER's driver or CARRIER's subcontractor acted as BROKER's agent, or (f) that BROKER acted intentionally. 3) The Parties expressly intend that BROKER's customers, shippers and consignees are third-party beneficiaries of CARRIER's indemnification obligation under this Section. Carrier shall pay the costs of defense as they accrue.
- G. Does not have an "Unsatisfactory" safety rating issued by the FMCSA, and will notify BROKER in writing immediately if its safety rating is changed to "Unsatisfactory" or "Conditional".
- H. Authorizes BROKER to invoice CARRIER's freight charges to shipper, consignee, or responsible third parties. CARRIER has investigated, monitors, and agrees to conduct business hereunder based on the creditworthiness of BROKER and is granting BROKER credit terms accordingly.
- I. Carrier warrants that it will fully comply with the California Air Resources Board (ARB) Heavy-Duty Vehicle Greenhouse Gas (Tractor-Trailer GHG) Emission Reduction Regulations and the California Air Resources Board (CARB) Transport Refrigerated Unit (TRU) Airborne Toxic Control Measure (ATCM) regulations. CARRIER shall be liable to BROKER for any penalties, or any other liability, imposed on BROKER, or assumed by BROKER due to penalties imposed on BROKER'S customer(s) because of CARRIER's use of non-compliant equipment in the state of California or elsewhere.

2. BROKER RESPONSIBILITIES:

- A. BROKER agrees to solicit and obtain freight transportation business for CARRIER to the mutual benefit of CARRIER and BROKER, and shall offer CARRIER at least one (1) load/shipment annually. BROKER shall inform CARRIER of (a) place of origin and destination of all shipments; and (b) if applicable, any temperature or other special shipping instructions or special equipment requirements, of which BROKER has been timely notified, and (c) value of shipments (if known) which may exceed \$100,000.00. BROKER'S responsibility is limited to arranging for, but not actually performing transportation of freight.

Carrier Initials _____

B. BROKER agrees to conduct all billing services to shippers, consignees, or other party responsible for payment. CARRIER shall invoice BROKER for its (CARRIER's) charges, as mutually agreed in writing, by fax, or by electronic means, contained in BROKER's Load Confirmation Sheet(s) / dispatch sheets incorporated herein by this reference. Additional rates for truckload or LTL shipments, or modifications or amendments of the above rates, or additional rates, may be established to meet changing market conditions, shipper requirements, BROKER requirements, and/or specific shipping schedules as mutually agreed upon, and shall be confirmed in writing (or by fax or email) by both Parties. CARRIER's performance of any services following its receipt of any such writing from BROKER shall constitute its acceptance to perform said services for the terms stated on such writing regardless of whether or not CARRIER confirmed such acceptance in writing or verbally. Any such additional, modified, or amended rates, changes in rates shall automatically be incorporated herein by this reference.

C. Any rates, which may be verbally agreed upon, shall be deemed confirmed in writing where CARRIER has billed the agreed rate and BROKER has paid it. All written confirmations of rates, including confirmations by billing and payment, shall be incorporated herein by this reference. **Rates or charges, including but not limited to stop-offs, detention, loading or unloading, fuel surcharges, or other accessorial charges, released rates or values, or tariff rules or circulars, shall only be valid when specifically agreed to in a signed writing by the Parties.**

D. **PAYMENT:** The Parties agree that BROKER is the sole party responsible for payment of CARRIER's charges. Failure of BROKER to collect payment from its customer shall not exonerate BROKER of its obligation to pay CARRIER. BROKER agrees to pay CARRIER's invoice within 30 days of receipt of the bill of lading or proof of delivery, provided CARRIER is not in default under the terms of this Agreement. If BROKER has not paid CARRIER's invoice as agreed, and CARRIER has complied with the terms of this Agreement, CARRIER may seek payment from the Shipper or other party responsible for payment after giving BROKER 60 (business days) advance written notice. CARRIER shall not seek payment from Shipper, consignees, or third parties, if they can prove payment to BROKER.

E. **BOND:** BROKER shall maintain a surety bond /trust fund as agreed to in the amount of at least \$75,000.00.

3. **CARRIER RESPONSIBILITIES:**

A. **EQUIPMENT:** Subject to its representations and warranties in Paragraph 1, CARRIER shall provide the necessary equipment and qualified personnel for completion of the transportation services required for BROKER and/or its customers. CARRIER agrees that all shipments will be transported/delivered with reasonable dispatch, or as otherwise agreed in writing.

B. **BILLS OF LADING:** CARRIER shall issue a bill of lading in compliance with 49 C.F.R. §373.101 (and any amendments thereto), for the property it receives for transportation under this Agreement. Unless otherwise agreed in writing, CARRIER shall become fully responsible/liable for the freight when it takes/receives possession thereof, and the trailer(s) is loaded, regardless of whether a bill of lading has been issued, and/or signed, and/or delivered to CARRIER, and which responsibility/liability shall continue until delivery of the shipment to the consignee and the consignee signs the bill of lading or delivery receipt. The forgoing sentence is not intended to waive the law related to concealed damages. Any terms of the bill of lading (including but not limited to payment terms) inconsistent with the terms of this Agreement shall be controlled by the terms of this Agreement. Failure to issue a bill of lading, or sign a bill of lading acknowledging receipt of the cargo, by CARRIER, shall not affect the liability of CARRIER.

C. **LOSS & DAMAGE CLAIMS:** (i) CARRIER shall comply with 49 C.F.R. § 370.1 et seq. and any amendments and/or any other applicable regulations adopted by the Federal Motor Carrier Safety Administration, or any applicable state regulatory agency, for processing all loss and damage claims and salvage, and CARRIER further agrees that food products that are, or have been transported (or offered for transport) under conditions that are not in compliance with Shipper's or BROKER'S instructions, will be deemed to be "adulterated" within the meaning of the Federal Food, Drug and Cosmetic Act, 21 U.S.C. § 342 (a). CARRIER understands and agrees that adulterated shipments may be refused by the consignee at destination, and may be required to be destroyed, with no salvage allowed, without diminishing CARRIER'S liability in the event of a cargo claim. CARRIER shall not sell, salvage or attempt to sell or salvage any freight including food products without the BROKER's express written permission; (ii) CARRIER's liability for any cargo damage, loss, or theft from any cause shall be determined under the Carmack Amendment, 49 U.S.C. § 14706, subject to a maximum liability of \$100,000, unless otherwise agreed in writing. CARRIER acknowledges that its acceptance of a rate confirmation identifying the value of cargo to exceed \$100,000 shall constitute the Parties written agreement. BROKER reserves the right to offset any claim(s) with pending invoices provided BROKER provides CARRIER with notice of the offset and the facts supporting the existence of a claim or BROKER's determination that a claim is likely to be presented; (iii) Special Damages: CARRIER's indemnification liability (Par 1.H) for freight loss and damage claims under this sub paragraph C (ii) shall include legal fees BROKER incurs in association with the recovery of any claim made against CARRIER under this sub paragraph C (ii), which shall constitute special damages, the risk of which is expressly assumed by CARRIER, and which shall not be limited by any liability of CARRIER under sub paragraph (ii) above; (iv) Except as provided in Par 1.E above, neither Party shall be liable to the other for consequential damages without prior written notification of the risk of loss and its approximate financial amount, and agreement to assume such responsibility in writing. Loss or damages arising out of delayed delivery, failed delivery, or failure to maintain required temperatures of perishables shall not constitute "consequential damages" hereunder; and (v) Notwithstanding the terms of 49 CFR 370.9, CARRIER shall pay, decline or make settlement offer in writing on all cargo loss or damage claims within 30 days of receipt of the claim. Failure of CARRIER to pay, decline or offer settlement within this 30-day period shall be deemed admission by CARRIER of full liability for the amount claimed and a material breach hereof.

D. **INSURANCE:** CARRIER shall furnish BROKER with Certificate(s) of Insurance, or insurance policies providing thirty (30) days advance written notice of cancellation or termination, and unless otherwise agreed, subject to the following minimum limits: General liability \$1,000,000.00; motor vehicle public liability (including hired and non-owned vehicles) \$1,000,000.00, (\$5,000,000 if transporting hazardous materials including environmental damages due to release or discharge of hazardous substances); all risk cargo damage/loss, \$100,000.00; workers' compensation with limits required by law. Except for the higher coverage limits which may be

Carrier Initials _____

specified above, the insurance policies shall comply with minimum requirements of the Federal Motor Carrier Safety Administration and any other applicable regulatory state agency. Nothing in this Agreement shall be construed to avoid or limit CARRIER'S liability due to any exclusion or deductible in any insurance policy. It is the CARRIER'S responsibility to know the nature and value of any cargo it takes possession of in pursuance of this Agreement and to confirm that enough insurance exists to cover the nature and value of said cargo, having considered the exclusions and limitations of the CARRIER'S cargo liability insurance policy required by this sub paragraph.

E. **ASSIGNMENT OF RIGHTS:** CARRIER automatically assigns to BROKER all its rights to collect freight charges from Shipper or any responsible third party on receipt of payment from BROKER. Upon request, CARRIER agrees to execute an assignment document to memorialize this obligation and that such document shall be dated effective the date BROKER paid BROKER the assigned charges.

F. **PAYROLL/TAX OBLIGATIONS:** CARRIER assumes full responsibility and liability for payment of the following items: All applicable federal, state, and local payroll taxes, taxes for unemployment insurance, old age pensions, workers' compensation, social security, with respect to persons engaged in the performance of its transportation services hereunder. CARRIER shall indemnify, defend, and hold BROKER harmless from any claim or liability imposed or asserted against BROKER for any such obligations.

G. **GENERAL CARRIER SPECIFICATIONS:** (i) Any product that is to be disposed of needs to have written consent from BROKER before disposal; (ii) Loads that are sealed at the shipping point are to remain sealed until an authorized representative at the Receiver breaks the seal. **If the seal is broken by an unauthorized person, the CARRIER becomes 100% liable for the cost of the product and all expenses related to the mitigation;** (iii) BROKER reserves the right to offset any claim(s) with pending invoices; (iv) Failure to contact BROKER in the event that CARRIER'S truck is not fully load, or has been loaded with an incomplete order, will result in a pro-rated final settlement; and (v) By signing this Agreement, CARRIER hereby covenants and agrees that for each current and/or future load, the driver for the load will have enough available hours of service to pick up and complete delivery of the tendered load within time frames specified by BROKER and/or its customer(s) without violating the FMCSA hours of service regulations contained in 49 CFR.

4. **MISCELLANEOUS:**

A. **INDEPENDENT CONTRACTOR:** The relationship of the Parties to each other shall at all times be that of independent contractors. None of the terms of this Agreement, or any act or omission of either Party shall be construed for any purpose to express or imply a joint venture, partnership, principal/agent, fiduciary, or employer/employee relationship between the Parties. Each Party shall provide sole supervisions and shall have exclusive control over the actions and operations of its employees, and agents used to perform its services hereunder. CARRIER and BROKER acknowledge and agree that this contract does not bind the respective Parties to exclusive services to each other. Either party may enter into similar agreements with other carriers, brokers, or freight forwarders.

B. **WAIVER OF PROVISIONS:** This Agreement is for specified services pursuant to 49 U.S.C. §14101(b). To the extent that terms and conditions herein are inconsistent with Part (b), Subtitle IV, of Title 49 U.S.C. (ICC Termination Act of 1995), the Parties expressly waive any or all rights and remedies they may have under the Act.

C. **DEFAULT:** In the event of a material breach by CARRIER of any provisions of this Agreement, BROKER shall have the right to withhold and/or set off any payments owing to CARRIER and/or received from shippers which BROKER is obligated to pay CARRIER. The right of withholding and/or setoff is not an exclusive remedy and BROKER shall have and may exercise, subject to Paragraph F below, all other remedies it may have at law or in equity against CARRIER.

D. **DISPUTES:** In the event of a dispute arising out of this Agreement, the party's recourse (except as provided below) shall be to arbitration except if the dispute involves a claim for monetary relief for a sum less than \$15,000, in which case BROKER may elect to commence a legal action in a Minnesota state court Minnesota (either conciliation or district court). Arbitration proceedings shall be conducted under the rules of the American Arbitration Association (AAA), or Transportation ADR Council, Inc. (ADR) at BROKER'S sole discretion. Upon agreement of the Parties, arbitration proceedings may be conducted outside of the administrative control of the AAA or ADR. The decision of the arbitrators shall be binding and final and the award of the arbitrator may be entered as judgment in any court of competent jurisdiction. The prevailing party in any arbitration or legal action allowed hereby shall be entitled to recovery of costs, expenses and reasonable attorney fees as well as those incurred in any action for injunctive relief, or in the event further legal action is taken to enforce the award of arbitrators. Arbitration proceedings shall be conducted at an office in Minnesota or such other place as mutually agreed upon in writing or directed by the acting arbitration association. Provided, however, either Party may apply to a court of competent jurisdiction for injunctive relief. The laws of the State of Minnesota shall be controlling. CARRIER waives any objections to venue in Minnesota and consents to its personal jurisdiction by Minnesota courts by agreeing hereto.

E. **BROKER'S ACCOUNTS:** Except as otherwise agreed by BROKER: (1) During the term of this Agreement and upon termination for any reason, CARRIER agrees not to solicit freight, accept or provide transportation services (directly or indirectly) to any of BROKER'S customers for a period of 18 months following termination of this Agreement. "BROKER'S customers" for purposes of this Agreement shall mean any shipper, consignee or other party responsible for payment, for whom BROKER provided transportation services and was billed for those services; and (2) where shipper and/or consignee BROKER customers have multiple traffic lanes, the prohibition of this paragraph is intended to apply only to those traffic lanes, for which BROKER provided transportation services as described above. If CARRIER violates the terms of this paragraph, BROKER shall be entitled to collect/recover 20% of the gross compensation received by CARRIER from any and all such customers on all shipments that CARRIER transports for any such customer(s) during the term of this Agreement and/or the 18-month period following the date of

Carrier Initials _____

termination. In addition to the above remedy, BROKER may seek injunctive relief and CARRIER shall be liable for all costs and expenses incurred by BROKER, including, but not limited to, reasonable attorney's fees.

F. CONFIDENTIALITY: (i) The Parties agree that all of their financial information and that of their customers, including but not limited to freight and brokerage rates, amounts received for brokerage services, amounts of freight charges collected, freight volume requirements, as well as personal customer information, customer shipping or other logistics requirements shared or learned between the Parties and their customers, shall be treated as Confidential, and shall not be disclosed or used for any reason without prior written consent; (ii) In the event of violation of this Confidentiality paragraph, the Parties and agree that the remedy at law, including monetary damages, may be inadequate and that the Parties shall be entitled, in addition to any other remedy they may have, to an injunction restraining the violating Party from further violation of this Agreement in which case the prevailing Party shall be liable for all costs and expenses incurred, including but not limited to reasonable attorney's fees.

G. NOTICES: All notices provided or required by this Agreement, shall be made in writing and delivered, return receipt requested, to the addresses shown herein with postage prepaid, by confirmed (electronically acknowledged on paper) fax or to an email address known to be monitored by the applicable party, however if email is utilized a paper copy shall be mailed to the address shown herein.

H. CONTRACT TERM: The term of this Agreement shall be one (1) year from the date hereof and thereafter it shall automatically be renewed for successive one-year periods, unless terminated, upon thirty (30) day's prior written notice, with or without cause, by either Party at any time, including the initial term. In the event of termination of this Agreement for any reason, the Parties shall be obligated to complete performance of any work in progress in accordance with the terms of this Agreement.

I. SEVERANCE: SURVIVAL: In the event any of the terms of this Agreement are determined to be invalid or unenforceable, no other terms shall be affected and the unaffected terms shall remain valid and enforceable as written. The representations, rights and obligations of the parties hereunder shall survive termination of this Agreement for any reason.

J. COUNTERPARTS: This Agreement may be executed in any number of counterparts each of which shall be deemed to be a duplicate original hereof.

K. FAX AND EMAIL CONSENT: The Parties to this Agreement are authorized to fax or email to each other at the numbers or addresses shown herein (or otherwise modified in writing from time to time) shipment availabilities, equipment and rate promotions, or any advertisements of new services.

L. ENTIRE AGREEMENT: Unless otherwise agreed in writing, this Agreement, Rate Confirmations, and Addenda contains the entire understanding of the Parties and supersedes all verbal or written prior agreements, arrangements, and understandings of the Parties relating to the subject matter stated herein. This Agreement may not be amended, except by mutual written agreement, or is otherwise explicitly permitted herein.

M. LIMITATIONS ON FREIGHT CHARGE CLAIMS BY CARRIER.

Any claim (including but not limited to bankruptcy) by CARRIER to receive transportation charges alleged to be due CARRIER by BROKER under this Agreement, shall not be asserted by or in any action at law or in equity more than twelve (12) months after receipt by CARRIER of the shipment with respect to which such charges are claimed.

IN WITNESS WHEREOF, we have signed this Agreement the date and year first shown above.

Intermodal Marketing & Distribution, Inc.

By: 

Print Name: Todd Millenacker

Title: VP

Company Address:
P.O. Box 20734
Minneapolis, MN 55420

Phone: 800-890-5048 Fax: 952-884-8590

Email: trucks@imdt.com

CARRIER: _____

By*: _____

Print Name: _____

Title: _____

Company Address: _____

Phone: _____ Fax: _____

Email: _____

***Signature must be an Officer or General Manager of Carrier**

Carrier Initials _____