

GENERAL INSTRUCTIONS FOR COMPLETION OF MODEL TRUCKLOAD MOTOR CARRIER / SHIPPER AGREEMENT WITH COMMENTARIES

American Trucking Associations, Inc. (“ATA”) and the National Industrial Transportation League (“NIT League”) are pleased to provide the attached Model Truckload Motor Carrier/Shipper Agreement with Commentaries (“Model Agreement”) for use by motor carriers and shippers in structuring their contractual relationship. The Model Agreement is intended to serve as a starting point for negotiations and its use is purely **voluntary**.

Contracting parties may choose to use individual sections of the Model Agreement or the Model Agreement in its entirety for negotiation purposes. Provisions relating to rates, charges, and associated topics are left blank and must be individually negotiated. Likewise, provisions regarding limitation of liability and level of carrier insurance are left blank and should be completed via negotiation. The Model Agreement is designed to increase efficiency in negotiations, reduce transaction costs, and assist the parties in fairly allocating the risks and rewards of freight transportation. The Antitrust Division of the United States Department of Justice issued to ATA what is known as a “business review letter” recognizing that a Model Agreement will not likely reduce competition and stating that the Department had no present intention of challenging distribution or use of a Model Agreement.

Commentaries

The Model Agreement must be tailored, via the negotiation process, to reflect the precise contractual relationship desired by the parties. To better understand the model provisions presented and their effect, Commentaries to certain sections are included in the Model Agreement. The Commentaries include background information and sometimes provide alternative language that can be used in the section discussed. The Commentaries are not intended to be a part of the completed contract and, as discussed below, should be deleted before the parties finalize their individual agreement.

Using the Model Agreement

Parties should be careful to begin their negotiation process with the single, official version of the Model Agreement that is readily available on both the ATA and NIT League websites at www.truckline.com and www.nitl.org . The cover page of the Model Agreement, which contains the ATA and NIT League logos and the copyright mark of the two organizations, is not intended to be a part of any negotiated final agreement and should be deleted from the parties’ final contract.

Each section of the Model Agreement should be carefully reviewed to determine whether the parties wish to utilize it and whether modifications to reflect the parties’ intent are needed. All blank spaces in Model Agreement sections that are used should be

completed with the agreed upon information. The Commentaries are not intended to be part of any final agreement and must be eliminated from individual contracts.

Individual motor carriers and shippers may not offer an altered version of the Model Agreement as the ATA/NIT League Model Agreement. Presentation of an altered Model Agreement as the ATA/NIT League Model violates copyright and trademark rights of those organizations and could be construed to constitute fraud.

Warning

Because, as discussed above, the Model Agreement is formatted to readily allow alteration, parties must be vigilant to ensure that they are negotiating from the official ATA/NIT League Model Agreement. See above for website locations where the official Model Agreement may be found.