

GENERAL INSTRUCTIONS FOR COMPLETION OF ATA MODEL MOTOR CARRIER / BROKER AGREEMENT

American Trucking Associations, Inc. (“ATA”) is pleased to make available on its website, www.truckline.com, a Model Motor Carrier/Broker Agreement (“Model Agreement”) for use by motor carriers and brokers in structuring their contractual relationship. An abbreviated version of the agreement, titled Short Form Model Motor Carrier/Broker Agreement (“Short Form”), is also available on the website. The Short Form agreement incorporates several of the provisions of the Model Agreement by reference and is intended for use in the spot market environment. Both the Model Agreement and the Short Form Agreement are intended to serve as a starting point for negotiations and their 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 and broker financial responsibility 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.

Using the Model Agreement

The Model Agreement must be tailored, via the negotiation process, to reflect the precise contractual relationship desired by the parties. Parties should be careful to begin their negotiation process with the single, official version of the Model Agreement that is readily available on the ATA website at www.truckline.com. The initial page of the Model Agreement, which contains an ATA copyright mark 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. Parties should pay particular attention to portions of the Model Agreement that are italicized and commentaries and/or options not utilized should be omitted from the final negotiated contract.

Individual motor carriers and brokers may not offer an altered version of the Model Agreement as the ATA Model Agreement. Presentation of an altered Model Agreement as the ATA Model violates copyright and trademark rights of that organization 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 Model Agreement. See above for website location where the official Model Agreement may be found.