

# **Transport Providers USA LLC**

## **Anchor Down Logistics LLC**

### **GENERAL SERVICE AGREEMENT (ADL / #T.P. USA - 20622-4-MT )**

**THIS GENERAL SERVICE AGREEMENT (the "Agreement") dated this 22nd day of June, 2020**

#### **BETWEEN:**

**David Brooks of 296 Killamey Beach Rd, Bay City, MI 48706**

(the "Client")

**- AND -**

**Transport Providers USA LLC of 125 Commonwealth Erlanger, KY 41018**

(the "Managing Services")

(the "Contractor").

#### **BACKGROUND:**

1. The Client is of the opinion that the Managing Services has the necessary qualifications, resources, experience and abilities to provide services to the Client.
2. The Managing Services "Contractor" is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which

consideration is hereby acknowledged, the Client "Customer" and Managing Services (T.P. USA) (individually, the "Party" and collectively the "Parties" to this Agreement) agree as follows:

1. Services Provided
2. The Client hereby agrees to engage the Managing Services (T.P. USA) to provide the Client with services (the "Services") consisting of: **Marine Boat Transport: 400/600 Mile One Way Direct Marine Transport / Relocation- Winthrop Harbor, IL 60096 to Bay City, MI 48706 / Transporting- 2016 Chaparral Boat Specs - 33.6' x 10' x 13.1' Weight 12,000 lbs / Load & Unload Assist On Both Ends (Marina Travel Lift) / Transported-Hauled - Truck & Driver Marine Trailer Equipped. ( D.O.T.Compliant & Insured )** Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client: **N/A**
3. Term of Agreement
4. The term of this Agreement (the other "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended by mutual written agreement of the Parties.
5. In the event that either Party breaches a material provision under this Agreement, the non-defaulting Party may terminate this Agreement and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.
6. Performance
7. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect. Good communication, good information on addresses, good information on the condition of property being relocated, good information given to Client for Client to make informed decisions, good contact information for all parties involved not in this Agreement.

8. Current

9. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in US Dollars.

10. Compensation

11. For the services rendered by the (T.P. USA) Services as required by this Agreement, the Client will provide compensation (the "Compensation") to the Managing Services (T.P. USA) as follows:

**There is a payment required deposit of \$361.80 per arrangement with the client, this deposit amount is for service set up and is to be subtracted from the marine transport rate of \$1,791.80 Balance due C.O.D on delivery or pickup.**

("Compensation") **Balance of services \$1,430.00 is due at the time of delivery or pickup and or completion of Service Agreement, for services rendered at the time of delivery is to be paid in cash on delivery (C.O.D) or Certified Funds.** No Company or personal checks will be accepted at the time of delivery or completion of service provided, exception to no company or personal checks, as follows, if you do pay in full for your agreed Agreement of rate "Compensation" of services before time of service and the funds have to clear first, this option has to happen before confirmed driver is dispatched for said date of services.

12. The Compensation as stated in this Agreement does not include sales tax, or other applicable duties as may be required by law. Any sales tax and duties required by law will be charged to the Client in addition to the Compensation.

13. Return of Property

14. Upon the expiry or termination of this Agreement ("the delivery"), Managing Services (T.P. USA) ("the driver") will return to the Client any property, documentation, records, or Confidential Information which was needed for transport purposes of the said Client property.

15. Capacity/Independent Contractor

16. In providing the Services under this Agreement it is expressly agreed that the Managing Services (T.P. USA) is acting as an independent service provider and not as an employee. The Managing Services (T.P. USA) and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract and service agreement for services.

17. Notice

18. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

**David Brooks of 296 Killamey Beach Rd, Bay City, MI 48706**

**Transport Providers USA LLC 125 Commonwealth Ave Erlanger, KY 41018**

19. or to such other addresses as any Party may from time to time notify the other.

20. Indemnification

21. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors

and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

## 22. Insurance

23. The Managing Services (T.P USA) will be required to maintain and provide general information for the crew or carrier providing service, insurance (C.O.I) including coverage and property damage at a level that would be considered reasonable for the value of said property in Agreement while in transport mode for relocation of said property. The Managing Services (T.P USA) based on the risk associated with the characteristics of this Agreement and only to the extent permitted by law. All insurance policies or binders provided will remain unchanged for the duration of transport, of this Agreement.

## 24. Additional Clauses

### 25. **Cancellation of service terms:**

26. **1)** If you cancel your TSA (***Transport Service Agreement***) within 24 hours or on the same day you booked. You will receive a full refund (**-8% Admin Fee**) 8% Admin fee is non-refundable.

27. **2)** If you cancel your TSA (***Transport Service Agreement***) after a 24 hour period of your service set up date and no driver is dispatched for the said date and scheduling of your transport services. You will receive a refund (**-8% Admin Fee & -\$40.00**) of your original deposit amount back, for services provided to date. 8% Admin fee non-refundable.

28. **3)** If you cancel the TSA (***Transport Service Agreement***) of your agreed transport services within a 72 hour window of your scheduled transport pickup and the transport SWO (***Service Work Order***) has been dispatched and or the driver has deadheaded to get to your pickup location. You would be subject to forfeiting your deposit for services retained for rendered services to date.

29. **Insured Protected Cargo:** Said customer in contract will be provided with a certificate of insurance (COI), DOT & MC# for the carrier and driver assigned to the relocation of property, for customer protection.

30. **Cargo Specifications:** It is the customers responsibility to provide correct specifications of cargo, Year, Make, Model, Length x Width x Height x Weight. If cargo is an oversized load and not given proper information could result in additional charges.

31. Legal Expenses

32. In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing Party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action.

33. Modification of Agreement

34. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

35. Time of the Essence

36. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

37. Assignment

38. The Managing Services (T.P. USA) Hired to manage, dispatch, communicate, a well managed relocation transport service and services.

39. Entire Agreement

40. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

41. Enurement

42. This Agreement will ensure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

43. Titles/Headings

44. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

45. Gender

46. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

47. Governing Law

48. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of Kentucky, without regard to the jurisdiction in which any action or special proceeding may be instituted.

49. Severability

50. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

51. Waiver

52. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

**IN WITNESS WHEREOF** the Parties have duly affixed their signatures under hand and seal this 22nd day of June, 2020 **T.P. USA ( # 20622-4-MT )**

**Customer:** David Brooks

Per \_\_\_\_\_

Transport Providers USA LLC

Per Jeffrey S. Woods T.P. USA