

# BROKER-SHIPPER AGREEMENT

Location: \_\_\_\_\_ Date: \_\_\_\_\_

## Broker Information:

Full Name: \_\_\_\_\_

Business Entity (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## Shipper Information:

Full Name: \_\_\_\_\_

Business Entity (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## Broker Services and Shipment Details:

Cargo Description: \_\_\_\_\_

Origin: \_\_\_\_\_

Destination: \_\_\_\_\_

Estimated Shipment Date: \_\_\_\_\_

## Compensation and Payment Terms:

Broker Fee Amount: \_\_\_\_\_ USD

Payment Method and Schedule: \_\_\_\_\_

## Agreement Clauses:

### Clause 1 – Appointment and Authority

The Shipper hereby appoints the Broker as its non-exclusive agent for arranging transportation and related services described herein. Broker is authorized to solicit and negotiate transportation contracts on behalf of the Shipper within the agreed cargo scope.

### Clause 2 – Broker Duties

Broker shall use commercially reasonable efforts to arrange transportation services for the Shipper's cargo, provide timely information, and assist with documentation. Broker does not assume liability for carrier performance beyond reasonable oversight.

### Clause 3 – Shipper Duties

Shipper shall provide accurate and complete cargo information, comply with applicable laws, and timely pay Broker as agreed. Shipper shall indemnify Broker against claims arising from inaccurate cargo descriptions or unlawful shipments.

### Clause 4 – Compensation

Shipper agrees to pay Broker the agreed fee for services rendered. Payment shall be due upon receipt of Broker's

invoice unless otherwise agreed in writing.

**Clause 5 – Term and Termination**

This Agreement shall remain in effect until terminated by either party upon written notice. Termination shall not relieve the Shipper of obligations to pay for services performed prior to termination.

**Clause 6 – Confidentiality**

Both parties agree to keep all confidential information obtained through this Agreement private and shall not disclose such information to third parties except as required by law or necessary to perform services.

**Clause 7 – Limitation of Liability**

Broker's liability for any claim arising out of this Agreement shall be limited to direct damages up to the amount of fees paid by Shipper to Broker. In no event shall Broker be liable for indirect, consequential, or punitive damages.

**Clause 8 – Compliance with Laws**

Each party shall comply with all applicable federal, state, and local laws, regulations, and ordinances related to their performance under this Agreement, including but not limited to transportation, safety, and environmental laws.

**Clause 9 – Indemnification**

Shipper shall indemnify, defend, and hold Broker harmless from any claims, losses, damages, or expenses arising out of Shipper's breach of this Agreement, cargo issues, or non-compliance with laws.

**Clause 10 – Force Majeure**

Neither party shall be liable for delays or failures to perform caused by events beyond their reasonable control, including but not limited to acts of God, war, strikes, government actions, or natural disasters.

**Clause 11 – Independent Contractor**

Broker is an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture, or employer-employee relationship.

**Clause 12 – Notices**

All notices under this Agreement shall be in writing and delivered by hand, mail, courier, or electronic means with confirmation to the addresses provided herein or updated notices.

**Clause 13 – Governing Law and Venue**

This Agreement shall be governed by the laws of the State of \_\_\_\_\_ without regard to conflicts of law principles. The parties consent to exclusive jurisdiction and venue in the state and federal courts located in \_\_\_\_\_ County, \_\_\_\_\_.

**Clause 14 – Entire Agreement**

This Agreement, including any attachments or schedules, constitutes the entire agreement between the parties and supersedes all prior negotiations and understandings. Amendments must be in writing and signed by both parties.

**Clause 15 – Severability**

If any provision is found unenforceable, the remainder of this Agreement shall remain in full force and effect, and the unenforceable provision shall be replaced by a valid provision that most closely reflects the parties' intent.

**Clause 16 – Counterparts and Electronic Signatures**

This Agreement may be executed in counterparts, including electronically, each deemed an original but all constituting one document.

**Clause 17 – Broker’s Right to Subcontract**

Broker may engage subcontractors to perform services under this Agreement without Shipper’s prior consent, provided Broker remains responsible for subcontractor’s performance.

**Clause 18 – Insurance**

Broker shall maintain commercially reasonable liability insurance coverage during the term of this Agreement and provide proof upon Shipper’s request.

**Clause 19 – Dispute Resolution**

The parties shall attempt to resolve disputes amicably. If unresolved, disputes shall be submitted to mediation before pursuing litigation.

**Clause 20 – No Waiver**

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

**BROKER'S SIGNATURE**

**SHIPPER'S SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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