

AGENT AGREEMENT

THIS AGREEMENT made this ____ day of _____, 200__ Independent Trucker Services, Inc. of 6930 Market, Suite A El Paso, TX 799215 (the "AGENT"), and _____ of _____) the "TRUCKING CO.")

WITNESSED:

WHEREAS, the "AGENT", is a service provider with the necessary infrastructure to procure loads as an outside dispatcher as well as other related services on behalf of the "TRUCKING CO.";

WHEREAS, the "TRUCKING CO." is the owner of certain motor vehicle equipment (trucks and trailers), which is properly licensed to comply with all Federal, State and Local laws which allow for the transportation of goods within the United States.

WHEREAS, the "TRUCKING CO." has a minimum of \$750,000.00 liability insurance and \$100,000.00 in cargo insurance.

NOW, THEREFORE in consideration of the foregoing premises and of the mutual promises herein contained, the "AGENT" and the "TRUCKING CO." agree as follows:

1. The "TRUCKING CO." will from time to time ask the "AGENT" to act as an outside dispatcher to procure loads for certain trucks.
2. The "AGENT" will from time to time tender loads to the "TRUCKING CO." in the capacity of an outside dispatcher.
3. The "TRUCKING CO." agrees that once he has accepted a load from the "AGENT", he will execute it until completion.
4. The "TRUCKING CO." agrees to pay the "AGENT" the amount of \$40.00 for any load accepted and not executed unless the "TRUCKING CO." notified the "AGENT" 12 hours prior to the committed loading time of the impossibility of loading.
5. The "TRUCKING CO." will not be bound to a load until it notifies the "AGENT" that it accepts the load tendered to him. This generally will be done by verbal confirmation followed by a fax copy to the "TRUCKING CO." of the confirmation issued by the Broker/shipper that has been properly signed by the AGENT and bears the "AGENT'S" reference number.
6. The "AGENT" will not book any loads involving HAZARDOUS MATERIALS unless the "TRUCKING CO." is licensed to haul such commodities and the appropriate documents are on file with the "AGENT".
7. The "AGENT" agrees to make a diligent effort to book loads with shippers and brokers that are credit worthy. However, the "TRUCKING CO." is ultimately responsible for verifying the credit worthiness of the broker/ shipper of any load accepted from the "AGENT"; furthermore, the "AGENT" will not be held accountable by the "TRUCKING CO." if the shipper/broker does not pay an invoice for whatever reason.
8. The "TRUCKING CO." will invoice the shipper/ broker directly for its services at the rate negotiated by the "AGENT" that was previously accepted by the "TRUCKING CO."

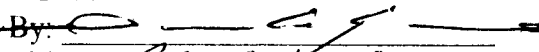
9. The "TRUCKING CO" agrees to pay the "AGENT" a fee not to exceed 10% for its services based on the negotiated freight amount upon receiving the invoice from the "AGENT". The fee is payable upon receipt of the AGENT's invoice. The current applicable fee schedule is attached as APPENDIX A., which forms an integral part of this contract. Any outstanding invoices with an age of 30 days or more will be subject to a 10% late fee.
10. The TRUCKING CO acknowledges that the AGENT has invested time and resources in developing partnerships with the shippers and brokers that will tender the loads that the TRUCKING CO will ultimately haul and because of this the TRUCKING CO agrees not to circumvent the AGENT by calling said shippers and brokers directly. If the "TRUCKING CO" violates this clause it will pay the "AGENT" a fee of 10% based on the freight amount of the circumvented transaction.
11. This Agreement shall become effective on the _____ day of _____, _____, and will remain in effect until either of the parties declares it cancelled.
12. This Agreement constitutes the entire Agreement and understanding between the Parties and shall not be modified, altered, changed or amended in any respect unless in writing and signed by both Parties.
13. The Parties intend to create by this Agreement the relationship of "AGENT" and "TRUCKING CO." and not an EMPLOYER-EMPLOYEE relationship. Neither the "TRUCKING CO." nor its employees are to be considered employees of the "AGENT" at any time any circumstances or for any purposes.
14. This is one of two executed copies of this Agreement. One copy will be kept by the "AGENT" and one copy by the "TRUCKING CO."

INSTRUMENT AS ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this contract shall be valid or binding; this contract may not be enlarged modified, or altered except in writing, signed by both parties and endorsed on this agreement.

APPLICABLE LAW

The laws of the State of Texas shall govern the terms of this contract. Furthermore, the parties agree that any disputes arising under this contract shall be litigated in the sate of Texas.

AGENT
 By: 
 Title: PRESIDENT
 Independent Trucker Services, Inc.
 6930 Maket Suite A
 El Paso, TX 79915

TRUCKING CO
 By: _____
 Title: _____
 Address: _____

DATE _____