

# **BROKER-SHIPPER AGREEMENT**

## **Rebuy Equipment Enterprises LLC**

9470 Ulmerton Road, Unit 4A, Largo, Florida 33771  
Phone: 727-244-5369 | Email: bill@rebuyequipment.com

### **1. PARTIES**

This Agreement is entered into between Rebuy Equipment Enterprises LLC (“Broker”), a federally licensed property broker, and the undersigned Shipper.

### **2. AUTHORITY & COMPLIANCE**

Broker is licensed by the Federal Motor Carrier Safety Administration (FMCSA) pursuant to 49 U.S.C. §13904 and operates under 49 CFR Parts 371, 386, 387, and 390–399. Broker is not a motor carrier and does not take possession of freight.

### **3. SERVICES**

Broker agrees to arrange transportation services, select authorized carriers, issue rate confirmations, and coordinate dispatch. Broker does not guarantee pickup or delivery times unless expressly agreed in writing.

### **4. SHIPPER RESPONSIBILITIES**

Shipper warrants that all load descriptions, dimensions, weights, and handling requirements are accurate and complete. Broker shall not be responsible for inaccurate information, permit reissuance, route changes, equipment substitutions, delays, detention, or additional charges. All such costs are the sole responsibility of Shipper. ALWAYS REMEMBER TO MEASURE TWICE.

### **5. CARRIER SELECTION**

Broker agrees to use reasonable care in selecting carriers with active authority and required insurance. Broker is not liable for acts or omissions of any motor carrier.

### **6. CLAIMS & LIABILITY**

All cargo claims shall be filed directly with the motor carrier under 49 U.S.C. §14706 (Carmack Amendment). Broker’s liability is strictly limited to the brokerage fees earned on the specific shipment.

### **7. LIMITATION OF LIABILITY**

In no event shall Broker be liable for consequential, incidental, indirect, special, or punitive damages, including lost profits or business interruption.

### **8. INDEMNIFICATION**

Shipper agrees to indemnify and hold Broker harmless from any claims, fines, penalties, permit costs, equipment changes, or additional transportation expenses arising from inaccurate information or

regulatory violations attributable to Shipper.

### 9. ATTORNEY'S FEES

In any dispute arising under this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs.

### 10. PERSONAL GUARANTEE (If Applicable)

If Shipper is a corporation or limited liability entity, the undersigned individual personally guarantees payment of all charges incurred under this Agreement.

### 11. PAYMENT TERMS

Shipper agrees to pay Broker within agreed invoice terms. Late payments may accrue interest at 1.5% per month or the maximum permitted by law.

### 12. NON-CIRCUMVENTION

Shipper shall not directly tender freight to any carrier introduced by Broker for a period of twelve (12) months.

### 13. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Florida and applicable federal transportation law. Venue shall lie in Pinellas County, Florida.

### 14. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior understandings.

Shipper Company:	_____
Authorized Representative Name:	_____
Signature:	_____
Date:	_____
Personal Guarantor (if applicable):	_____
Guarantor Signature:	_____
Date:	_____