

AGREEMENT FOR TRANSPORTATION SERVICE

This Agreement made and entered into this _____ day of 20____, by and between _____ hereinafter designated as Shipper, and J.W. Stenger Trucking, Inc., hereinafter designated as Carrier.

WITNESSETH:

WHEREAS, Carrier is engaged in the business of transporting property by motor vehicle as a contract carrier and desires to furnish to Shipper motor carrier transportation and related services designed to meet the distinct needs of Shipper, as hereinafter more fully described, and WHEREAS, Shipper desires to obtain such services from Carrier, NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties hereto hereby agree as follows:

1. TERM

This Agreement shall be effective for one year from the date hereof, and shall continue thereafter from year to year, unless terminated by either party at any time during the first or any subsequent year by giving thirty days prior written notice to the other by certified mail.

2. OPERATING AUTHORITY

Carrier represents and warrants that it currently has in effect the appropriate operating authorities, if any be required, from the appropriate regulatory agencies to furnish services hereunder as a contract carrier, and Carrier agrees to maintain such operating authorities, where required, in effect during the term of this Agreement.

3. RECEIPTS AND BILLS OF LADING

Each shipment shall be evidenced by a receipt in a form specified or approved by Shipper, which shall be signed by carrier or an agent or employee of Carrier, showing the kind and quantity of property received by Carrier at origin, but the absence or loss of any such receipt shall not relieve Carrier of its obligations and responsibilities with respect to any shipment made hereunder. In the event that Shipper elects to use a bill of lading, manifest or other form of freight receipt or contract, any terms, conditions and provisions of such bill of lading, manifest or other form shall be subject to and subordinate to the terms, conditions and provisions of this Agreement and, in the event of a conflict between the terms, conditions and provisions of such bill of lading, manifest or other form and this Agreement, the terms, conditions and provisions of this Agreement shall govern. Neither employees or agents of Shipper, nor employees, drivers, agents and/or contractors of carrier are authorized to vary the terms and conditions of this Agreement by signing and/or accepting any such bill of lading, manifest, freight receipt or other similar document. Upon delivery of each shipment made hereunder, carrier shall obtain a receipt, in a form specified or approved by Shipper, showing the kind and quantity of property delivered to the consignee of such shipment at the destination specified by Shipper and the time of such delivery, and Carrier shall cause such receipt to be signed by such consignee or by an agent or employee of such consignee at such destination.

4. CARRIER OPERATIONS AND PERSONNEL

Carrier shall, at its sole cost and expense, furnish all fuel, oil, tires and other parts, supplies and equipment necessary or required for the safe and efficient operation and maintenance of the motor vehicles and related equipment furnished by Carrier for the performance of its obligations hereunder, hereinafter collectively designated as Equipment. Carrier shall pay all expenses of every nature, including the expense of road service and repair, in connection with the use and operation of the Equipment and shall, at its sole cost and expense, at all times during the term of this Agreement maintain the Equipment in good repair, mechanical condition and appearance, Carrier, at its sole cost and expense, shall utilize in the operation of the Equipment only legally licensed personnel.

5. COMPENSATION

As full compensation for the services provided by Carrier hereunder, Shipper shall pay Carrier in accordance with the rates, charges, rules and regulations specified in Appendix A, attached hereto and hereby made a part hereof. Such rates, charges, rules and regulations specified in Appendix A also may be amended verbally in order to meet changing

shipping schedules and other needs of the parties. In such event, Carrier immediately shall confirm each such amendment by a signed facsimile transmission to Shipper. Shipper shall sign said confirmation, retain a copy, and return said confirmation to Carrier and said document shall be annexed to this Agreement as an addendum to Appendix A. In the event Carrier accepts shipments from Shipper or its agents which are not covered by the terms of Appendix A or an addendum to Appendix A, Shipper agrees to pay reasonable rates and charges for such transportation services. In determining reasonable rates and charges for such transportation services, the parties shall consider the then prevailing level of rates and charges being quoted and assessed for like transportation services.

6. INVOICES AND PAYMENT

The rates set forth in Appendix A are applicable on freight-prepaid shipments originating at a facility of Shipper, on freight-collect shipments destined to a facility of Shipper and on third-party shipments when Shipper or its agent is responsible for paying the freight charges. Each freight bill issued by Carrier hereunder, if substantially complete and correct, shall be paid promptly by Shipper. If Shipper fails to make full payment to Carrier within thirty days of receipt of each freight bill, interest on the unpaid balance shall be assessed at the rate of one percent per month, or fraction thereof, until such payment is made. If Shipper desires to ship on a collect basis, Carrier agrees to collect its full compensation from consignee; however, if consignee fails or refuses to pay Carrier its full compensation within thirty days of receipt of invoice, Shipper agrees that it will pay said full compensation. Unless Carrier shall have first acknowledged in writing the validity of any claim for loss, damage, overpayment or overcharge made by Shipper against Carrier, Shipper shall not set-off any such claim against unpaid freight bills of carrier. Shipper acknowledges that Carrier shall have and is extended herein a lien on property for all sums due and payable to Carrier hereunder, whether for prior or current shipments. In the event of nonpayment of any sums payable to Carrier which are outstanding thirty days or more, Carrier may enforce such lien against any property or shipment in care, custody or control of Carrier without prior notice to Shipper.

7. INDEPENDENT CONTRACTOR

Carrier shall perform all services hereunder as an independent contractor.

8. LICENSES, LAWS AND REGULATIONS

Carrier, at its sole cost and expense, shall procure and maintain all licenses and permits required by local, state or federal authorities with respect to the transportation and related services rendered hereunder and shall comply with all applicable laws and regulations pertaining to such transportation and services.

9. INDEMNIFICATION

Carrier shall indemnify and hold harmless Shipper from and against all loss, damage, fines, expense, actions and claims for injury to persons, including injury resulting in death, and damage to property where such loss, damage or injury is proximately caused by acts or omissions of Carrier, its agents or employees, and arising out of or in connection with the discharge of duties and responsibilities of Carrier as specified in this Agreement, unless such injury or damage is caused or contributed to by the negligence of Shipper, its agents or employees, or is beyond the control of Carrier. Shipper shall indemnify and hold harmless Carrier from and against all loss, damage, fines, expense, actions and claims for injury to persons, including injury resulting in death, and damage to property, including Equipment of Carrier, where such loss, damage or injury is proximately caused by acts or omissions of Shipper, its agents or employees, or the inherent vice or nature of the property tendered to Carrier for transportation hereunder.

10. INSURANCE

Carrier shall maintain insurance coverage for cargo, bodily injury property damage with limits prescribed by the various federal and state regulatory agencies, unless otherwise agreed upon by a writing signed by both parties.

11. FREIGHT LOSS OR DAMAGE

Carrier shall be liable to Shipper for loss of or damage to any property shipped hereunder ("freight claim") in accordance with the terms of 49 U.S.C. §14706, as the same may be amended or renumbered from time to time. Said terms shall be part of this Agreement as if set forth herein and shall be applied and interpreted as it said 49 U.S.C. §14706 by its terms were expressly made applicable to contract carriers and specifically to Carrier hereunder. Carrier shall not be liable as provided under this section except for loss of or damage to property occurring while shipment(s) are under the care,

custody and control of Carrier. Furthermore, Shipper agrees, subject to the terms of this Agreement, that 49 U.S.C. §14706 shall be the exclusive remedy of Shipper for any claim for loss of or damage to property. The measure of value of any such loss of or damage to property shall be calculated on the basis of the manufactured cost (wholesale value of the property) plus transportation charges applicable to the kind and quantity of property so lost or damaged. Carrier shall not be liable to Shipper for any consequential damages which may arise from services of Carrier hereunder. Any claim by Shipper against Carrier for loss or damage shall be handled in the following manner: (A) A claim for loss or damage to cargo shall not be paid by Carrier unless in writing and submitted by Shipper to Carrier by certified mail within nine months after the date of delivery of the shipment or nine months after the date when Carrier notifies Shipper that the shipment is lost. A communication in writing from Shipper, submitted to Carrier by certified mail within the said nine month period and (1) containing facts sufficient to identify the shipment involved, (2) asserting liability for alleged loss or damage and (3) making claim for payment of a specified or determinable amount of money, shall be considered sufficient to constitute a claim. (B) Upon receipt in writing of a proper claim in the manner and form described hereinabove, Carrier shall acknowledge receipt of such claim in writing to Shipper within thirty days after the date of its receipt by Carrier unless Carrier shall have theretofore paid or declined such claim in writing. Carrier shall state in its acknowledgment to Shipper what, if any, additional documentary evidence or pertinent information may be required by it to process the claim. (C) Each claim filed against Carrier in the manner prescribed herein shall be promptly and thoroughly investigated if investigation has not already been made prior to receipt of the claim. A prerequisite to the payment by Carrier of a claim for loss or damage of an entire shipment shall be receipt by Carrier of a certified statement in writing by the consignee of such shipment that the property for which the claim is filed has not been received from any source. (D) Carrier shall pay each claim or shall decline to pay or make a firm compromise settlement offer, in writing, within two years after the receipt of such claim by Carrier. (E) Any action at law to recover for such loss or damage shall be instituted against Carrier not later than one hundred and twenty days after written declination or written firm compromise settlement offer by Carrier.

12. WRITINGS / SIGNATURES

Except where certified mail is specified, this Agreement and subsequent writings relating to this Agreement must be signed and may be transmitted by facsimile and the signatures on such facsimile transmissions shall operate to bind the parties with the same force and effect as original signatures.

13. ASSIGNMENT

This Agreement shall not be assigned, in whole or in part, by either party without the prior written consent of the other.

14. CONFIDENTIALITY

Except as required by law, the terms and conditions of this Agreement and information pertaining to any shipment hereunder shall not be disclosed by either party to persons other than its directors, officers, employees, agents, attorneys, accountants and auditors. The provisions of this paragraph shall survive the cancellation, termination or expiration of this Agreement.

15. ENTIRE AGREEMENT /MODIFICATION

This Agreement, including the Appendix A attached hereto, sets forth all of the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as contained herein. This Agreement may not be amended except by a writing signed by both parties.

16. SEVERABILITY

If any part, term or provision of this Agreement is declared unlawful or unenforceable, by judicial determination or performance, the remainder of this Agreement shall remain in full force and affect.

17. SECTION HEADINGS

The numbered section headings appearing in this Agreement do not constitute any part of this Agreement and shall not be considered in its interpretation.

18. GOVERNING LAWS

This Agreement shall be governed by the laws of the State of Ohio, and litigation on contractual causes arising from this Agreement shall be brought only in a Federal District court located in Ohio or other court located in the State of Ohio. IN WITNESS WHEREOF, This Agreement has been signed by the authorized representatives of Shipper and Carrier as of the date shown in the opening paragraph of this Agreement.

SHIPPER

CARRIER

J.W. Stenger Trucking, Inc.

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Address: 61485 Professional Drive

Barnesville, Ohio 43713

Telephone: _____

Telephone: (740) 425-1155

Facsimile: _____

Facsimile: (740) 425-1527