

SHIPPING CONTRACT AGREEMENT

Place of Agreement: _____ Contract Number: _____

PARTIES:

Shipper Name: _____

Shipper Address: _____

Shipper Contact: _____

Carrier Name: _____

Carrier Address: _____

Carrier Contact: _____

Shipment Details:

Goods Description: _____

Quantity and Packaging: _____

Weight (kg): _____

Volume (m³): _____

Special Handling Instructions: _____

Transport Details:

Origin Port: _____

Destination Port: _____

Estimated Departure: _____

Estimated Arrival: _____

Freight Charges and Payment:

Freight Amount (USD): _____

Payment Terms: _____

Payment Due Date: _____

Clause 1 – Agreement to Transport

Carrier agrees to transport the goods described herein from the Origin Port to the Destination Port pursuant to the terms and conditions of this Agreement. Carrier shall exercise due diligence and provide transportation in a lawful, safe, and timely manner.

Clause 2 – Carrier's Responsibilities

Carrier shall be responsible for the care, custody, and control of the goods from the time of receipt until delivery at the Destination Port. Carrier warrants that it is duly licensed and qualified to perform the transportation services.

Clause 3 – Shipper's Responsibilities

Shipper warrants that the goods are properly described, packaged, and labeled in compliance with all applicable laws and regulations. Shipper shall provide all necessary documentation and information for lawful transportation.

Clause 4 – Freight Charges

Freight charges shall be as agreed in this contract and are payable according to the payment terms specified. Any additional charges arising from delays, demurrage, or special services shall be the responsibility of the party incurring such charges.

Clause 5 – Delivery and Risk of Loss

Risk of loss or damage to the goods shall pass from Carrier to Shipper or Consignee upon delivery at the Destination Port. Carrier shall deliver the goods to the designated consignee or their authorized representative.

Clause 6 – Liability Limitation

Carrier's liability for loss, damage, or delay shall be limited to the extent permitted by applicable United States law, including the Carmack Amendment and other relevant statutes. Shipper is advised to obtain insurance coverage for full value.

Clause 7 – Claims and Disputes

All claims for loss, damage, or delay must be submitted in writing within the time limits prescribed by law. Parties agree to attempt resolution amicably before seeking judicial remedies.

Clause 8 – Force Majeure

Neither party shall be liable for failure or delay in performance caused by events beyond their reasonable control, including but not limited to acts of God, war, strikes, government restrictions, or natural disasters.

Clause 9 – Governing Law and Jurisdiction

This Agreement shall be governed by the laws of the United States and the applicable state law where the Carrier's principal place of business is located. Any disputes shall be subject to the exclusive jurisdiction of federal or state courts therein.

Clause 10 – Entire Agreement

This Agreement constitutes the entire understanding of the parties and supersedes all prior negotiations and agreements regarding the subject matter herein. Amendments are only effective if in writing and signed by both parties.

Clause 11 – Indemnification

Each party agrees to indemnify and hold harmless the other party from any claims, damages, or losses arising out of breach of warranties or negligent acts related to this Agreement.

Clause 12 – Confidentiality

Parties agree to keep confidential any proprietary or sensitive information exchanged in connection with this Agreement, except as required by law or agreed in writing.

Clause 13 – Notices

All notices under this Agreement must be in writing and sent to the addresses set forth above, by certified mail, courier, or email with delivery confirmation.

Clause 14 – Severability

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

Clause 15 – Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and electronic signatures shall be deemed as valid as original signatures.

Clause 16 – Compliance with Laws

Parties shall comply with all applicable federal, state, and local laws, regulations, and ordinances in the performance of their obligations under this Agreement.

Clause 17 – Amendments

No amendment or modification of this Agreement shall be binding unless made in writing and signed by authorized representatives of both parties.

Clause 18 – Termination

Either party may terminate this Agreement upon written notice if the other party materially breaches any term and fails to cure within the agreed period.

Clause 19 – Force Majeure Procedures

In the event of a Force Majeure event, the affected party shall notify the other without delay and make reasonable efforts to resume performance as soon as practicable.

Clause 20 – Signatures

The parties have caused this Agreement to be duly executed as of the date of the last signature below.

SHIPPER'S SIGNATURE

CARRIER'S SIGNATURE

Signature: _____

Signature: _____

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