

TRUCKING SERVICES AGREEMENT

Location: _____ Date: _____

Carrier Information:

Company Name: _____

MC or DOT Number: _____

Address: _____

Phone/Email: _____

Shipper Information:

Company Name: _____

Contact Person: _____

Address: _____

Phone/Email: _____

Transportation Details:

Pickup Location: _____

Delivery Location: _____

Commodity Description: _____

Weight/Dimensions: _____

Payment Terms:

Rate or Flat Fee: _____ USD

Payment Method and Schedule: _____

Clause 1 – Agreement to Transport

Carrier agrees to provide trucking services for Shipper under the terms set forth in this Agreement. Carrier shall transport goods described herein from the Pickup Location to the Delivery Location in a safe, timely, and professional manner.

Clause 2 – Carrier's Authority and Compliance

Carrier represents and warrants that it holds all necessary permits, licenses, and authority to operate as a motor carrier within the United States, and shall comply with all applicable federal, state, and local laws, regulations, and safety standards during the performance of this Agreement.

Clause 3 – Freight Description and Handling

Shipper shall provide accurate and complete information regarding the commodity, weight, dimensions, and any special handling requirements. Carrier shall handle the freight with reasonable care consistent with industry standards.

Clause 4 – Delivery and Receipt

Carrier shall deliver freight to the Delivery Location within the agreed timeframe. Shipper or consignee shall provide proper receipt of delivery. Carrier is not responsible for delays caused by factors beyond its reasonable control.

Clause 5 – Payment and Charges

Shipper shall pay Carrier the agreed rate or fee in accordance with the Payment Terms. Additional charges for accessorial services, permits, or delays may apply and shall be invoiced separately.

Clause 6 – Insurance

Carrier shall maintain adequate cargo and liability insurance covering loss or damage to freight and liability arising from Carrier's operations. Certificates of insurance shall be provided upon request.

Clause 7 – Indemnification

Each party shall indemnify, defend, and hold harmless the other from and against any claims, damages, or liabilities arising from its own negligence, willful misconduct, or breach of this Agreement.

Clause 8 – Liability Limitations

Carrier's liability for loss, damage, or delay shall be limited to the actual value of the freight or as otherwise provided by applicable law, including federal motor carrier regulations.

Clause 9 – Force Majeure

Neither party shall be liable for failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, government regulations, strikes, or accidents.

Clause 10 – Term and Termination

This Agreement shall remain in effect until terminated by either party with written notice. Termination shall not affect obligations incurred prior to termination.

Clause 11 – Confidentiality

Parties agree to keep confidential all proprietary or sensitive information disclosed in connection with this Agreement and not to disclose such information without prior written consent.

Clause 12 – Dispute Resolution

Any disputes arising under this Agreement shall be resolved through good faith negotiations. If unresolved, disputes shall be submitted to binding arbitration under the rules of the American Arbitration Association.

Clause 13 – Governing Law and Venue

This Agreement shall be governed by the laws of the State of _____, without regard to conflict-of-law principles. Venue for any legal action shall be in the appropriate state or federal court located in _____ County, _____.

Clause 14 – Independent Contractor

Carrier is an independent contractor and not an employee or agent of Shipper. Neither party shall have authority to bind the other.

Clause 15 – Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, negotiations, and representations.

Clause 16 – Amendments

No amendment or modification to this Agreement shall be effective unless in writing and signed by both parties.

Clause 17 – Notices

All notices required or permitted under this Agreement shall be in writing and delivered by hand, certified mail, overnight courier, or electronic means capable of confirming receipt.

Clause 18 – Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Clause 19 – Waiver

Failure to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision.

Clause 20 – Signatures and Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

CARRIER AUTHORIZED SIGNATURE**SHIPPER AUTHORIZED SIGNATURE**

Signature: _____

Signature: _____

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