**AGREEMENT BETWEEN CARRIER AND SHIPPER**

The effective date of this Agreement Between Carrier and Shipper (the “Agreement”) is [DATE],

**BETWEEN [CARRIER NAME]** (the "Carrier"), a company organised and existing under the laws of the [State/Province] of [STATE/PROVINCE], with its head office located at:

 [COMPLETE ADDRESS]

**AND [YOUR COMPANY NAME]** (the "Shipper"), a company organised and existing under the laws of the [State/Province] of [STATE/PROVINCE], with its head office located at:

 [YOUR COMPLETE ADDRESS]

With respect to the mutual pledges and assurances set forth in this agreement, the carrier and the shipper agree to the following:

1. **TRANSPORTATION OF GOODS**

The carrier will transport [DESCRIBE GOODS TO BE SHIPPED]

from the shipper at [ADDRESS]

to [NAME OF CUSTOMER],

the customer, at [ADDRESS].

1. **PICKUP AND DELIVERY**

The date and time of the pickup requested by the shipper is [DATE], at [TIME]*.* The shipper’s preferred delivery date is [DATE]. Although the carrier transports all shipments within a reasonable timeframe, the carrier cannot operate on a set schedule. If a delivery cannot be made within the period set forth, however, the carrier will notify the shipper when delivery can be expected.

On the pick up of the goods, the carrier will issue [NEGOTIABLE (ORDER) OR NONNEGOTIABLE (STRAIGHT)] bills of lading for the goods as listed in Section 1.

1. **STORAGE SERVICE**

Storage may be ordered by the shipper at any time from the pickup to the delivery. The carrier will issue its standard warehouse receipt except where the storage service ordered is in transit. That receipt will then supersede this agreement unless objected to by the shipper within [Number] days of the mailing of the receipt. A charge will be made for warehouse labour in and out of regular storage and for wrapping, packing, and additional services. Storage is authorised in any warehouse of the carrier.

The shipper authorises the carrier, at the carrier’s option, to place the goods in storage at the destination in the event that a delivery cannot be made on arrival and authorises the generation of any dock or other charge made by any warehouseman for the account of the shipper. The shipper also authorises the advancing of any additional charges for storage, handling, and transportation that accumulates if the goods are not accepted at the destination.

1. **LIABILITY LIMITATION**

The released value of the goods to be transported is precisely stated, by the shipper, to be [AMOUNT] [PER kilogramme OR PER ARTICLE]. The rates quoted in this agreement are based on such agreed or released value, and the carrier’s liability is limited accordingly. Protection against loss or damage exceeding carrier’s liability under this agreement may be acquired, if desired, by obtaining additional insurance coverage through the carrier.

1. **INSURANCE**

Apart from the declaration of the value mentioned in Section 4, the shipper declares that the total authentic value of the whole of the goods to be [AMOUNT] and requests that the carrier obtains insurance coverage for such amount at the rate of [AMOUNT] per [AMOUNT] for a total protection charge of [AMOUNT].

The shipper affirms that the amount declared above in this agreement is the full actual value of the goods. If the actual value of the entire lot is in excess of the amount so declared, the shipper will be regarded as being the shipper’s own insurer to the extent of the difference, and the shipper will carry that proportion of any loss that the undeclared amount differs to the actual value of the goods.

1. **CHARGES**

Charges will be assessed at the following rates per kilogramme per article:

6.1 Transportation: [AMOUNT]

6.2 Pickup: [AMOUNT]

6.3 Delivery: [AMOUNT]

6.4 Storage: [AMOUNT]

6.5 Other:[DESCRIBE] [AMOUNT]

Unless other arrangements are made in advance with the carrier, all charges are payable at the time of delivery [MANNER OF PAYMENT, SUCH AS: IN CASH,BY MONEY ORDER, OR WITH A BANK GUARANTEED CHEQUE].

1. **CARRIER’S LIEN**

The carrier will have a general lien on any and all goods now or subsequently delivered to or deposited with the carrier by the shipper for all charges for transportation, storage, preservation of the goods, and the performance of other services. Such lien shall also extend to such goods for all lawful claims for money advanced, interest, insurance, labour, and other charges *in re*lation to such goods or any part thereof; for all charges and expenses for notice and advertisement of sale and for sale of the goods where there has been a default in satisfying shipper’s obligations under this agreement; and for all court costs and reasonable attorney fees in collecting such charges or enforcing such lien or in defending itself in the event that it is made a participant to any legal action concerning the goods while they are in its possession. The carrier may sue for wrongful charges without first foreclosing its lien.

1. **OWNERSHIP OF GOODS**

The shipper affirms that the shipper lawfully possesses the goods described above

and has the right to ship and/or store such goods in accordance with the terms of this agreement. The shipper will protect the carrier in the event of any adverse claim or in the event the carrier is made a participant to any legal action by reason of possession of the goods, or any portion thereof, transported or stored, and will pay attorney fees and court costs, if any, incurred in connection with such litigation.

1. **GOVERNMENTAL REGULATION**

The carrier’s transportation services are subject to government regulations. The rates, rules, and regulations of [REGULATORY BODY] govern the services to be performed pursuant to this agreement. The tariff governing this agreement is [DESIGNATE]*.*

1. **CHANGE OF ADDRESS**

The shipper will promptly provide the carrier with notice in writing if any of the addresses provided in this agreement change.

In witness whereof, the parties have executed this agreement at [DESIGNATE PLACE OF EXECUTION] the date and year first written above.

SHIPPER CARRIER

 SIGNATURE SIGNATURE

NAME AND TITLE NAME AND TITLE