

# TRANSPORTATION AGREEMENT

Location: \_\_\_\_\_ Date: \_\_\_\_\_

## Carrier Information:

Full Legal Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone / Email: \_\_\_\_\_

## Shipper Information:

Full Legal Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone / Email: \_\_\_\_\_

## Consignee Information:

Full Legal Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone / Email: \_\_\_\_\_

## Transportation Details:

Description of Goods: \_\_\_\_\_

Quantity and Weight: \_\_\_\_\_

Pickup Location: \_\_\_\_\_

Delivery Location: \_\_\_\_\_

Special Instructions: \_\_\_\_\_

## Payment and Charges:

Transportation Charges: \_\_\_\_\_ USD

Payment Terms: \_\_\_\_\_

### Clause 1 – Agreement to Transport

Carrier agrees to transport the goods described herein from the pickup location to the delivery location in accordance with the terms of this Agreement. Carrier shall provide all labor, equipment, and materials necessary to perform the transportation services.

### Clause 2 – Carrier’s Obligations

Carrier shall exercise due care in the handling and transportation of the goods and shall comply with all applicable federal, state, and local laws and regulations. Carrier warrants that it holds all necessary licenses, permits, and insurance to perform the services.

### Clause 3 – Shipper’s Obligations

Shipper shall provide Carrier with accurate and complete information regarding the goods, including description, weight, dimensions, and any special handling requirements. Shipper shall ensure goods are properly packaged and

labeled.

**Clause 4 – Delivery and Acceptance**

Carrier shall deliver the goods to the consignee at the specified delivery location. Delivery shall be deemed complete upon receipt of the goods by the consignee or an authorized agent. Carrier is not responsible for delays caused by events beyond its control.

**Clause 5 – Compensation**

Shipper shall pay Carrier the transportation charges set forth herein. Payment shall be due in accordance with the payment terms and shall be made without set-off or deduction.

**Clause 6 – Liability for Loss or Damage**

Carrier's liability for loss, damage, or delay shall be limited to the value of the goods or the amount of the transportation charges paid, whichever is less, except in cases of gross negligence or willful misconduct. Carrier shall not be liable for consequential or incidental damages.

**Clause 7 – Insurance**

Carrier shall maintain cargo insurance covering loss or damage to goods during transportation. Shipper may obtain additional insurance at its own expense.

**Clause 8 – Indemnification**

Each party shall indemnify and hold harmless the other from any claims, damages, or liabilities arising from its own negligence or willful misconduct in connection with this Agreement.

**Clause 9 – Termination**

Either party may terminate this Agreement upon written notice if the other party breaches any material term and fails to cure such breach within a reasonable period.

**Clause 10 – Force Majeure**

Neither party shall be liable for failure or delay in performance due to causes beyond their reasonable control, including acts of God, war, strikes, government actions, or other unforeseen events.

**Clause 11 – Confidentiality**

The parties agree to keep confidential all information obtained in connection with this Agreement and not to disclose such information to third parties except as required by law or agreed in writing.

**Clause 12 – Governing Law and Venue**

This Agreement shall be governed by the laws of the State of \_\_\_\_\_ without regard to conflict-of-law principles. Any disputes arising hereunder shall be resolved exclusively in the state or federal courts located in \_\_\_\_\_ County, \_\_\_\_\_.

**Clause 13 – Entire Agreement**

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations and understandings. Any amendments must be in writing and signed by both parties.

**Clause 14 – Severability**

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

**Clause 15 – Notices**

All notices required or permitted hereunder shall be in writing and deemed given upon delivery by hand, certified mail, nationally recognized overnight courier, or email with confirmation.

**Clause 16 – Waiver**

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

**Clause 17 – Counterparts and Electronic Signatures**

This Agreement may be executed in counterparts, each of which shall be deemed an original, and electronic signatures shall have the same force and effect as originals.

**Clause 18 – Compliance with Laws**

Both parties shall comply with all applicable laws, rules, and regulations in the performance of their obligations under this Agreement.

**Clause 19 – Independent Contractors**

The relationship of the parties is that of independent contractors. Nothing in this Agreement shall create a partnership, joint venture, or agency relationship.

**Clause 20 – Dispute Resolution**

The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement through negotiation. If unsuccessful, disputes shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association.

**CARRIER'S SIGNATURE**

**SHIPPER'S SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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