

Terms of the Agreement

Recitals: Atlas is engaged in the business of transporting household goods and general commodities in interstate commerce as a motor carrier registered with the Department of Transportation ("DOT"). Atlas desires for Agent to act as its limited agent for the purpose of conducting Atlas' interstate transportation business and Agent desires to act as a limited agent for Atlas. In consideration of their mutual covenants and promises, Atlas and Agent agree as follows:

1. Appointment of Limited Agent. Atlas appoints Agent and Agent accepts appointment as Atlas' agent for the limited purpose of representing and acting on behalf of Atlas in connection with Atlas' business as an interstate common and contract motor carrier and property broker.
2. Duties and Responsibilities of Agent. As an Atlas agent, Agent shall loyally, diligently and efficiently; represent Atlas exclusively with respect to shipments in interstate commerce (except to the extent permitted by regulations of the Military Traffic Management Command of the Department of Defense); and perform the duties and obligations and observe the restrictions applicable to agents set forth below and in Atlas' Rules, which are incorporated by this reference and which are subject to amendment by Atlas at any time in its sole discretion upon five days notice to Agent. Agent shall:
 - (a) solicit and book shipments to be hauled under Atlas' authority and solicit contracts with national accounts for such shipments;
 - (b) haul shipments and provide such other accessorial services as Atlas may require, including origin and destination services;
 - (c) conduct Agent's operations in strict conformance with all applicable federal, state and local laws, regulations and requirements, including DOT, Surface Transportation Board and Department of Defense regulations, and cooperate in a reasonable manner with other agents of Atlas relative to the business of and for Atlas;
 - (d) collect in cash, post office money order, certified check or other means of payment authorized by Atlas, in U.S. funds charges on prepaid shipments and on "COD" shipments;
 - (e) advertise the services of Atlas at Agent's expense in the Agent's local yellow pages directory and by such other media as Agent shall select, subject to obtaining Atlas' consent;
 - (f) utilize only those forms prescribed by Atlas and account, upon demand, for all such forms in Agent's possession;
 - (g) maintain such records as Atlas shall be legally required to and shall request Agent to maintain as Atlas' local custodian and depository; keep accurate and detailed books, records and accounts of Agent's performance of Agent under this Agreement; and promptly furnish Atlas with such information as is required by law or requested by it;
 - (h) transmit promptly to Atlas notices of all civil, criminal and administrative actions involving Atlas or Agent acting as Atlas' agent and all claims, including claims for loss, damage or delay to shipments;
 - (i) assist in the investigation and adjustment of shippers' claims for damage to cargo and otherwise;
 - (j) pay Atlas on receipt of a statement from Atlas such amounts as Agent may owe Atlas for items or services provided to Agent by Atlas;
 - (k) give Atlas 30 days notice of any changes in the legal character of Agent's business or in the ownership of Agent's business, or, if Agent is a corporation, of any change in major stockholders or its chief executive officer; and

(l) give Atlas immediate notification of: (i) the dissolution, merger, consolidation or transfer of a substantial portion of the assets and property of Agent; (ii) any assignment by the Agent for the benefit of creditors, bankruptcy filing, or the institution of any proceeding against Agent alleging that Agent is insolvent or unable to pay debts as they mature; (iii) the entry of any judgment against Agent, including judgments against the owner or any of the partners of Agent if agent is a sole proprietorship or partnership, that will have a material financial effect on the assets or business of Agent; and (iv) the institution of any felony or injunctive proceeding against the Agent, Agent's owners, partners, directors, major stockholders or its chief executive officer.

3. Limitations Upon Agent's Authority. This is a limited agency only. Agent shall not have the power, unless specifically authorized by Atlas in advance in writing, to appoint sub-agents, to commit Atlas to pay money, to incur liabilities or indebtedness on behalf of Atlas, to contract for Atlas, to compromise or settle claims against Atlas, to represent that Agent has any greater authority or broader relationship with Atlas than as provided in this Agreement, to accept service of process for Atlas, or to conduct or to convey the impression or belief that Agent is conducting the Agent's own business activities as an agent of Atlas. Agent is not an agent of Atlas for the purpose of soliciting, booking, hauling or storing intrastate shipments either under the Agent's own intrastate operating authorities or permits or otherwise if no such authorities or permits are required. As an Atlas agent, Agent shall not obtain or maintain any registration with the DOT that competes with the registration held by Atlas or do business under a name that is identical to or substantially the same as the name of any entity in which Agent or a principal of Agent has an interest that is registered with the DOT. Agent shall not, without the prior written consent of Atlas:

(a) sell, transfer, lease or convey to any Related Person or permit any Related Person to use any material assets of Agent that are used in the operation of Agent's business as a van line agent of Atlas or permit any personnel employed by Agent to spend a material amount of time on any Related Person's business; (For purposes of this provision, a "Related Person" is any person, entity or group of persons that, directly or indirectly, controls or is controlled by or is under common control with Agent that has registered with the DOT to operate as a motor carrier. "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, however obtained or held.)

(b) bill any Atlas customer in Agent's name, claim any interest in Atlas' funds or, when prohibited by Atlas, commingle such funds with the Agent's own funds;

(c) complete any transaction described in Section 2 (k) unless Agent has notified Atlas in writing at least 30 days prior to such change and has received notice that Atlas has consented to such change, which consent will not be unreasonably withheld; or

(d) take any action or do anything contrary to the interests of Atlas or to the limited scope of the agency intended by this Agreement.

4. Atlas Trademarks. As an agent of Atlas, when conducting Atlas business only, Agent is licensed to use the name "Atlas" and any of the trade names, trademarks, service marks, slogans, designs, DOT numbers and similar items or rights at any time owned or used by Atlas or in which Atlas claims proprietary rights (together referred to as the "Marks"), provided that all uses of the Marks shall be in accordance with Atlas' requirements for such use and shall include the word "agent". This is a limited license only and Agent shall not have the right to use the Marks to identify a business entity or service other than that of Atlas, to use the Marks for non-Atlas shipments, or to register the Marks, either separately or in combination with other words or marks. The Marks are solely and exclusively the property of Atlas and are not and will never become the property of Agent nor shall Agent acquire any property interest in the Marks. Agent shall not use or register trade names, trademarks or service marks confusingly similar to the Marks, assert or claim any interest, including an ownership interest, in the Marks contrary to Atlas' interest, or use or include the Marks in advertising except as provided or as submitted to and approved by Atlas in writing.

5. Compensation. Agent shall be compensated by Atlas for services performed in accordance with Atlas Rules, provided that no compensation for being a party to a term agreement with Atlas shall be payable at any time that this Agreement has been extended pursuant to the last sentence of Section 9(b).

6. Accountings, Books & Records. (a) Agent and Atlas shall accurately account to each other all matters relating, directly or indirectly, to the performance of this Agreement or to Agent's acts and operations under Atlas' DOT registration, and each party shall have the right to inspect and make copies during normal business hours of any and all documents, records and accounts, whether stored electronically or otherwise, relating, directly or indirectly, to such matters.

(b) Atlas shall issue and distribute to Agent statements of financial accounts representing the financial transactions between Atlas and Agents, in the form and manner prescribed by Atlas. Statement entries shall be presumed correct if not disputed by Agent within 180 days after distribution and, after such time, shall constitute the primary business record between Atlas and Agency with respect to the financial transactions reflected on such statements. No additional underlying documentation shall be required as a matter of proof before any judicial or administrative body.

7. Amounts Due Atlas. (a) Agent shall be a trustee of any monies due and owing to Atlas or to any subsidiary or affiliate of Atlas and shall remit all such monies within 30 days after receipt. If Agent fails to timely remit such funds, Agent authorizes Atlas to deduct the amount due Atlas or its subsidiaries or affiliates from any monies due and owing Agent.

(b) Should Agent fail to remit or pay any amount due to Atlas or to any subsidiary or affiliate of Atlas or should amounts due Agent from Atlas be insufficient to satisfy such debts, then Agent authorizes Atlas to deduct or offset such debt from any monies at any time due Agent from Atlas or any subsidiary or affiliate of Atlas.

(c) Atlas may deduct or offset amounts owed by one Agent party to this Agreement against amounts due to other Agent parties to this Agreement.

(d) Payments made pursuant to this Section 7 shall not be deemed or construed to be a waiver of or substitution for any other remedy that Atlas, its affiliates or subsidiaries may have at law or in equity to collect any monies that may be due them from any Agent party to this Agreement.

8. Hold Harmless. Agent shall hold harmless and indemnify Atlas from and against any and all claims, demands, liability, judgments, awards, decrees and expenses, including litigation costs and attorneys' fees, arising out of or incident to any act or omission of Agent, Agent's employees, contractors and agents, or any one acting by, through or under Agent, for which liability of any kind is asserted against Atlas in connection with the performance or omission of acts not authorized by Atlas and of acts performed or omitted in connection with the separate business affairs and activities of the Agent and the other parties covered by this provision, including acts that are alleged to have been performed or committed, but which were not, in fact, performed or committed at the direction, under the authority or with the approval of Atlas. This provision shall survive the termination of this Agreement perpetually.

9. Term & Termination. (a) The term of this Agreement shall expire February 1, 2014.

(b) Except as set forth in Section 9(c), this Agreement may not be terminated by either party during its term. At least 75 days prior to the end of the term, Atlas shall give notice to Agent of the expiration of the Agreement and whether Atlas has elected to terminate this Agreement at the end of its term. If Atlas has not elected to terminate this Agreement, then, no later than 45 days prior to the end of the term, Agent may (i) execute the then current form of agency agreement for the renewal term required at that time, or (ii) give notice to Atlas of termination of the Agreement at the end of its term. If Agent fails to exercise the options in the preceding sentence, then this Agreement will automatically continue in effect until terminated pursuant to Section 9(c) or by either party on 45 days notice.

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