

# TRANSPORT SERVICES AGREEMENT TEMPLATE



The Transport Services Agreement is used to transport goods from one destination to another by land, water, or air. By virtue of this Agreement, the Client engages a Service Provider (Transporter) to transport the goods thereof to a certain destination after both Parties agree upon transit and pricing requirements. This Contract template emphasizes the timely delivery of goods and provides the Client with an option to cancel the order or receive compensation in the event of a delay. This [Transport Services Agreement](#) template includes the standard clauses for this type of contract, such as: description and performance of services, responsibilities of each party, payment terms, insurance, penalties, confidentiality, exclusive control, etc.

## TRANSPORT SERVICES AGREEMENT

**DATE:** .....

**BETWEEN:**

..... [company legal name] whose registered office is at .....  
[address, city and country] and registration/fiscal number is ....., represented by  
..... [surname and first name, position] (hereinafter referred to as the "Service  
Provider"),

**AND:**

..... [company legal name] whose registered office is at .....  
[address, city and country] and registration/fiscal number is ..... represented by  
..... [surname and first name, position] (hereinafter referred to as the "Client").

Both Parties hereto shall be responsible for the following terms and conditions as follows,

**1. TRANSPORTATION SERVICES**

The Service Provider shall provide the following transportation services:

- a) Transport goods to all designated areas as provided by the Client. Transportation shall commence within ..... [include no. of hours, generally 24] of notification by the Client or any personnel deemed qualified to deploy said transportation.

- b) Properly secure and cover all goods being transported from any weather, road, or other hazardous conditions during the term of the contract.
- c) Maintain insurance of all vehicles being deployed under this contract and upon request shall furnish proof of such insurance to the Client.
- d) Fuel and maintenance of vehicles provided as regards the above transportation.
- e) Arrange for the security of all trucks on transit as well as work with local officials to secure the overall security of all trucks during transit.

**2. CLIENT RESPONSIBILITIES**

The Client shall be responsible for the following:

- a) Properly secure and cover all goods being transported from any weather, road, or other hazardous conditions during the term of the contract.
- b) Bear any costs of transportation such as toll roads, turnpikes, or any unforeseen road fees.
- c) All goods prior to pickup and upon delivery of goods.
- d) Inspect goods upon delivery, prior to accepting delivery.
- e) Furnishing transport document (CMR, Bill of Lading) detailing all items being provided for transport.

**3. PAYMENT TERMS**

Payment shall be made to the Service Provider in the amount of ..... [include amount and currency] upon the completion of the services described in this Contract.

Payment discount terms are as follows: .....% [include percentage, generally between 3 and 5] discount if the total amount is paid within ..... [include number, generally between 7 and 10] days.

If any invoice is not paid when due, interest shall be added to and payable on all overdue amounts at .....% [include percentage] per year, or the maximum percentage allowed under applicable laws, whichever is less. The Client shall pay all costs of collection, including but not limited to, reasonable solicitor’s fees.

In addition to any other right or remedy set forth in law, if the Client fails to pay for the Services when due, the Service Provider is entitled to consider said non-payment as a material breach of the Contract, and may rescind the Contract and/or seek legal remedies.

The Client shall be held liable for any damages or lost profits occasioned to the Service Provider derivative from the negligence, deceit or bad faith of the Client due to the inaccurate, incomplete, inexact or false information provided to the Service Provider in relation to the Products.

#### 4. PENALTY CLAUSE

Should delivery be delayed to due the Service Provider's own misconduct or gross negligence, the Service Provider shall be granted ..... [*include number of hours, generally 24 or 48*] hours to complete delivery. If the provider is unable to remedy the matter within the assigned time the Client shall reserve the right to charge the transporter for the delay at the rate of ..... [*include amount and currency*] per ..... [Tonne or Kilogram] per day for each day the convoy/truck is delayed after ..... [24 or 48] hours. Furthermore, the Client shall reserve the right to hire another Service Provider to complete delivery of any delayed shipments.

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**This is a sample of the Transport Services Agreement.**

**To get more information about this contract click here:**

 **[TRANSPORT SERVICES AGREEMENT](#)**

# USER GUIDE

Contracts drafted by the legal experts of Global Negotiator cover all relevant aspects that are negotiated and agreed in the different types of business between companies. However, when these contracts are used you should take into account some recommendations common to all of them that are described in this User Guide.

## DATE

The date when the contract comes into force is the one that appears in its header, as mentioned in the final paragraphs of the contract, before signatures (This Contract comes into force on the date written above).

In some contracts -for example in the Supply Contract- the date of coming into force is also mentioned in one of the clauses. In these cases, you have to verify that the two dates inserted in the contract (in the heading and in the corresponding clause) are the same, in order to avoid discrepancies.

## PARTIES

Be sure to insert in the first page of the contract the full details of the Parties:

- When a Party is a company you must insert the following information: legal name, legal form (limited, incorporated, etc.), full address, registration data and fiscal identification number.
- When a Party is an individual that works as independent professional (for example a commercial agent) you must insert the following information: full name, profession, full address and fiscal identification number.

## CLAUSES

### **Clauses with different alternatives: choose the most favorable**

In the most important clauses of each contract (exclusivity, payment terms, applicable law and competent jurisdiction, etc.) several drafting alternatives are proposed so you can choose the most appropriate to each situation. Therefore, the user before submitting the contract to the other Party must choose the alternatives that seem best suited to their interests, and eliminate the rest.

### **Clauses with blank spaces to be completed**

In several clauses of the contract blank spaces appear with dots (.....) that the user has to complete inserting text. Following the dots, between brackets, you will see the data and explanations to insert the text.

- When the text between brackets is in normal letters (the same as the contract) and separated by "," or the word "o", the user must insert one of the options suggested.

Example of blank space (.....) with options to select between brackets:

Orders handled before completion of the present Contract which produce sales transactions within ..... [1, 2, 3, 6] months shall entitle the Agent to receive the corresponding commission. In this case the user must choose between options 1, 2, 3 or 6 months and insert one in the blank space (.....).

- When the text between brackets is in italics the user has to insert the data and information requested and eliminate the bracketed text.

Example of blank space - (.....) to insert text:

Both parties, by mutual consent, resolve to refer any dispute to the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules. The place of arbitration shall be ..... [*city and country*]. In this case the user must insert in the blank space (.....) the city and country chosen to conduct the arbitration and afterwards eliminate the bracketed text [*city and country*].

### **Notices Clause**

Sometimes it may happen that the official address of the Parties which appear at the beginning of the contract is different from which is to be used for communications between the Parties during the terms of the contract. In this case the user should include at the end of the contract a Notices Clause.

Example of Notices Clause:

Notices. - In order to comply with their contractual obligations, the Parties establish the following address for the provision of notices related to this contract:

- Party 1 ..... [*insert full address*].
- Party 2 ..... [*insert full address*].

### **ANNEXES**

The contracts incorporate some Annexes, each of them, referenced to the corresponding Clause. Annexes are drafted in commonly used formats, although the user must adapt these formats and the text inserted in them to each particular situation.

### **SIGNATURES**

#### **People who sign**

Persons signing the contract on behalf of the company must have the authority to do so and preferably, be entitled on the basis of a power of attorney. Below the signature, in addition to the full name of the person that signs his/her position must be inserted. When one of the Parties who signs is a natural person (for example a commercial agent in an Agency Contract) obviously he or she is the person that has to sign the contract.

The laws of some countries require that contracts, to be valid, shall be signed in front of witnesses or a public notary. Therefore, before signing a contract you should be informed about the requirements that may exist in each country.

### **Place and date of signature**

Usually, contracts are signed by both Parties on the same date and place. Nevertheless, in international contracts, due to physical distance, it is common that each of the Parties sign in different dates and places. This contract provides for both alternatives, so it comes to choosing the most appropriate to each situation.

### **Number of copies**

Usually, the Parties sign two copies of the contract, each Party retaining one of them, but can also arise the need to sign more copies. In this case all you have to do is mention explicitly the number of copies to be signed in the paragraph that is included at the end of the contract (Both Parties declare their conformity to the present contract, which is signed in ..... copies, each of which shall be considered an original).

### **GENERAL RECOMMENDATIONS**

The Parties must sign all pages of the contract, including Annexes, so they are also valid. It is better to use ball point or pen (not pencil) in a color other than black (e.g.: blue); this makes it easier to distinguish an original document from a photocopy.

It is preferable (although no mandatory) to express sums of money and percentages in words and figures. Of course, the words and figures for a given amount must match exactly. You also must insert the currency in which the amounts are expressed. It is advisable to use the rules establish by ISO that name each currency by three capital letters (EUR for euro, USD for dollar, GBP for sterling pound, JPY for Japanese yen, etc. - you can get the acronyms of every currency in the website [www.oanda.com](http://www.oanda.com)).

Once you have chosen the best alternatives of each clause and have completed the blank spaces you should revise the whole contract to remove remaining paragraphs and correct any errors.

#### **LEGAL WARNING**

Depending upon your particular situation this contract might not meet your needs and requirements. In case of doubt, you should consult a legal advisor.

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## BUSINESS CONTRACTS

- Strategic Alliance Agreement
- Joint Venture Agreement
- Manufacturing Contract
- Supply Contract
- Service Provider Contract
- Consulting Services Contract

## COMMERCIAL CONTRACTS

- Exclusive Distribution Contract
- Commercial Agency Contract
- Sales Representative Agreement
- Sales Commission Contract
- Real State Agent Agreement

## LICENSE & FRANCHISE CONTRACTS

- Trademark License Agreement
- Technology Transfer Agreement
- Software License Agreement
- Franchise Contract
- Master Franchise Contract

## CONFIDENTIALITY CONTRACTS

- Confidentiality Contract between Companies
- Confidentiality Contract for Product or Business Idea
- Confidentiality Contract for Employees
- Confidentiality Contract for Consultants and Contractors

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