



KLC Logistics, INC
9829 S 168th Ave Ste 4E
Omaha, NE 68136
(402)991-1641

Please send the packet to:
Fax (217)469-2286
Email: KevinA@klclogistics.net

The following paperwork must be sent back:

- New Carrier Information Sheet
- Signed contract
- MC/DOT# Permit/Authority
- Certificate of Insurance
- W-9

KLC Logistics, Inc requires carriers to use MacroPoint tracking on every load.

New Carrier Information:

Carrier Name _____

Contact _____

Phone # _____

Fax # _____

Email address _____

MC# or DOT # _____

CONTRACT BROKER/CARRIER AGREEMENT

Agreement made this ____ day of _____, 20____, shall govern the services provided by _____, a licensed motor carrier pursuant to Docket No. MC-_____ (hereinafter referred to as Carrier) and **KLC LOGISTICS, INC, 9829 S 168th Ave Ste 4E, Omaha, NE 68136** (hereinafter referred to as Broker), a licensed property broker pursuant to Docket No. **MC-206646**

1. Broker is an agent authorized by its customers to negotiate and arrange for transportation of their shipments in interstate or foreign commerce.
2. Carrier shall transport a series of interstate shipments arranged by Broker pursuant to carrier load confirmation sheet(s) included herewith or subsequently incorporated by reference. Carrier shall at its cost, furnish motor vehicles, equipment, drivers and personnel necessary to transport commodities to and from those locations and in accordance with pick-up and delivery schedules designated by Broker. Carrier shall perform all such transportation services in accordance with all applicable federal, state and local laws, rules and regulations, and with schedules and directions supplied by Broker.
3. Carrier agrees to provide any insurance coverage's required by any government body for the types of transportation and related services specified in load confirmation communications received from Broker. All insurance required by this Agreement must be written by an insurance company having a Best's rating of "B+" VII or better and must be authorized to do business under the laws of the state(s) or province(s) in which Carrier provides the transportation and related services as specified in load confirmation communications received from Broker. If Carrier provides Transportation Services for hazardous materials under DOT regulations, public insurance required for the commodity transported under 49 C.F.R. § 387.7 and 387.9 (or successor regulations thereto) Carrier warrants to Broker (and its shipper's principals) that it meets the following criteria: (a) Carrier shall maintain all risk cargo insurance in the amount of not less than [\$100,000.00] per shipment; (b) Commercial Automobile Liability insurance with a combined single limit of not less than US\$1,000,000 per occurrence and without aggregate limits, as required by federal regulation (BMC-91 on file); such coverage's being primary without right of contribution from any other insurance Broker or any Shipper may carry; except to the extent damage or loss arises from the gross negligence or willful misconduct of Broker or Shipper, respectively. (c) Carrier shall maintain workers compensation insurance as required by state law; (d) Commercial General Liability insurance, in a limit of not less than US\$1,000,000 per occurrence (e) Carrier shall cause its insurers to list Broker, as agent for shippers, on the Carrier's insurance certificate as certificate holder, and forward forthwith to Broker a standard Certificate of Insurance which Certificate shall require the insurance carrier to give Broker written notice thirty (30) days prior to the cancellation of such insurances; (f) Carrier shall maintain satisfactory U.S. DOT safety ratings and is otherwise authorized to provide the proposed services; and (g) Carrier shall be in compliance with all applicable laws.
4. Indemnification. (a) Carrier agrees to indemnify and hold Broker and its customers harmless from any claims or loss caused by any act or omission of Carrier, its employees or agents in the performance of this Agreement or the services provided hereunder. (b) Carrier shall be fully liable and responsible for all loss, destruction, shortage, theft, spoilage or other liability of any kind to or for all cargo, the transportation of which has been arranged by Broker, while such cargo is in the care, custody or control of Carrier or otherwise arising out of Carrier's transportation or failure to transport such cargo. (c) Carrier's liability hereunder shall include any claims made by shipper or its customers related to any delayed or late delivery by Carrier of the cargo brokered to it hereunder. Carrier's liability for loss or damage of any cargo transported by it hereunder shall begin at the time cargo is loaded on Carrier's equipment at point of origin, and shall continue until said cargo is delivered to the designated consignee at destination. Carrier's liability hereunder shall be based on the replacement cost of the lost or damaged cargo including transportation costs.
5. Independent Contractor Status. The relationship of Broker to Carrier shall at all times be that of independent contractor, and nothing herein shall be deemed to create the relationship of employee/employer, partner, principal/agent, or joint venture between the parties. Carrier shall bear and retain all responsibility and liability for the payment of all costs and expenses in connection with the transportation services provided by it hereunder, which costs and expenses shall be deemed to include, but not be limited to, equipment repair and maintenance costs, fuel and lubricants, fuel taxes, compensation for Carrier's employees, tolls and ferries, fines and penalties, and insurance coverage.

Initials_____

6. Carrier authorizes Broker to invoice Shipper, receiver, consignor or consignee for freight charges as agent for and on behalf of Carrier. Carrier agrees that rates are contractual and not common carriage filed tariff charges. Broker shall be the agent for the Carrier for the collection of charges, when customers pay the Broker.

7. Governing Rules. Both parties recognize that motor contract service is based on the Carrier either (1) assigning motor vehicles for a continuing period of time for the exclusive use of a shipper, or (2) providing a service designed to meet the distinct needs of a shipper. This Agreement does not contemplate the assignment of motor vehicles under continuing agreements, but the contract arrangement has been designed to meet the distinct needs of the Broker. Carrier agrees to transport all commodities pursuant to this agreement in accordance with the rates, charges, rules and regulations established by the ICC and USDOT and any other applicable federal and state agencies. The Broker needs the Carrier to assume full liability for the actual loss of or injury to the property tendered to the Carrier to negate the possibility of the Carrier moving these goods on released rates with a limitation of liability. Broker imposes a further obligation on the Carrier that claims be settled in accordance with 49 C.F.R. 1005, and this is also designed to meet the distinct needs of the Broker.

8. Shipping Document Execution. The bill of lading shall note that the shipments were transported by Carrier, acting as Carrier, and that the shipment was arranged by Broker, acting as Broker. Carriers are to be named on the bill of lading as the carrier of record.

9. Broker shall pay Carrier for services rendered in an amount equal to the rates and accessorial charges agreed to on Broker's load confirmation sheet or other signed writing. Carrier must submit proof of delivery with invoices to Broker as agent for the shipper. Broker shall pay Carrier 30 days after Broker receives signed bills of lading and invoice.

10. Law and Integration. This written Agreement, together with any load confirmation, contains the entire agreement between the parties and may only be modified by signed written agreement. Nebraska law, venue and jurisdiction shall apply.

11. This Agreement shall be for the period of one (1) year and shall be automatically renewed unless canceled. Either party may terminate this Agreement upon fifteen (15) days written notice.

12. Carrier will not re-broker, assign or interline the shipments hereunder without prior written consent of the Broker. If Carrier breaches this provision, Broker shall have the right of paying the monies it owes Carrier directly to the delivering Carrier, in lieu of payment to the Carrier. Upon Broker's payment to delivering Carrier, Carrier shall not be released from any liability to Broker under this agreement. In addition to the indemnity obligation reflected in this agreement the Carrier will be liable for consequential damages for violation of this clause of the agreement.

13. Safety Rating Carrier shall endeavor to maintain a satisfactory US DOT Safety Rating but under no circumstances is Carrier allowed to provide services under this contract if their safety rating falls to "unsatisfactory."

Broker: KLC Logistics, Inc.

Carrier Name: _____

By: _____

Signature _____

Printed Name: _____

Title: _____



KLC Logistics, INC Quick Pay Program

Our Quick Pay Program will speed up your cash receipts and improve your cash flow, and is less costly than most factoring agreements.

Quick Pay fee is 5%, and your check will be mailed the next day after your invoice and POD's are received. We do not need originals, so you can fax or email the paperwork.

Just sign this letter, and all of your invoices going forward will be paid using our Quick Pay Program. If you want to opt out of the Quick Pay Program, just notify us in writing (fax or email is fine).

Our email address is billing@klclogistics.net Fax (217)469-2286 Ph: (402)991-1641

Carrier Name: _____ MC# _____

Signature _____ Title _____

Printed Name _____ Date _____