



KFL-Fr8 Service

MC # 1637314 DOT # 4231745
1708 E. Heroy ave. Spokane, Wa. 99207
509-474-9308 509-723-9867

Broker - Carrier Contract

This Transportation Agreement (the "Agreement"), is entered into this ____ day of _____, 20____ by and between KFL-Fr8 Service LLC (hereinafter referred to as "BROKER") and _____ (hereinafter referred to as "CARRIER").

WHEREAS, "BROKER" is a person (or company) who arranges with an operator to carry the goods of another person (or company), for compensation and by commercial motor vehicle and may be duly registered where required.

WHEREAS, "CARRIER" is a person (or company) registered ("registered" means operating under authority issued by all applicable regulatory authorities) to carry the goods (property) of another person (or company) by commercial motor vehicle for compensation (copies of Operating Authorities are attached hereto as Appendix C).

WHEREAS, the name "SHIPPER" is the customer of the BROKER, and is also known but not limited to the names consignor, consignee and receiver.

1. CARRIER REPRESENTS AND WARRANTS THAT IT:

A. Is an operator of commercial motor vehicles and/or a motor carrier, authorized to provide the transportation of goods under contracts with shippers and receivers and/or brokers of materials, wares, merchandise and general commodities.

B. Shall transport the goods (property), under its own Operating Authority and subject to the terms of this Agreement.

C. Makes the representations herein for the purpose of inducing BROKER to enter into this Agreement.

D. Agrees that a Shipper's insertion of BROKER's name as the carrier on a bill of lading shall be for the Shipper's convenience only and shall not change BROKER's or CARRIER's status as defined above.

E. Will not re-broker, assign or interline the shipments hereunder, without prior written consent of BROKER. If CARRIER breaches this provision, BROKER shall have the right of paying the money it owes the CARRIER directly to the delivering carrier, in lieu of payment to CARRIER. Upon BROKER's payment to the delivering carrier, CARRIER shall not be released from any liability to BROKER under this Agreement. In addition to the indemnity obligation in Par 1.H, CARRIER will be liable for consequential damages for violation of this Paragraph.

F. is in, and shall maintain compliance during the term of this Agreement, with all applicable federal, provincial (or state) and local laws relating to the provision of its services including, but not limited to: transportation of Dangerous Goods (or Hazardous Materials), (including the licensing and training of drivers), to the extent that any shipments hereunder constitute Dangerous Goods (or Hazardous Materials); security regulations; customs regulations; owner/operator lease regulations; loading and securement of freight regulations; implementation and maintenance of driver safety regulations including, but not limited to, hiring, controlled substances, and hours of service regulations; sanitation, temperature, and contamination requirements for transporting food, perishable, and other products, qualification and licensing and training of drivers; implementation and maintenance of equipment safety regulations; maintenance and control of the means and method of transportation including, but not limited to, performance of its drivers.

G. CARRIER will notify BROKER immediately if any Operating Authority is revoked, suspended or rendered inactive for any reason; and/or if it is sold, or if there is a change in control of ownership, and/or any insurance required hereunder is threatened to be or is terminated, canceled, suspended, or revoked for any reason.

H. CARRIER shall defend, indemnify and hold BROKER and its shipper customer harmless from any claims, actions or damages, arising out of its performance under this Agreement, including cargo loss and damage, theft, delay, damage to property, and personal injury or death. BROKER shall not be liable to the CARRIER for any claims, actions or damages due to the negligence of the CARRIER, or the shipper. The obligation to defend shall include all costs of defense as they accrue.

I. Does not have an "Unsatisfactory" safety rating issued by the Federal Motor Carrier Safety Administration (FMCSA), U.S. The Department of Transportation, or any provincial regulatory authority will notify BROKER in writing immediately if its safety rating is changed to "Unsatisfactory" or "Conditional".

J. Authorizes BROKER to invoice CARRIER's freight charges to shipper, consignee, or third parties responsible for payment.

K. Has investigated, monitors, and agrees to conduct business hereunder based on the credit-worthiness of BROKER and is granting BROKER credit terms accordingly.

2. BROKER RESPONSIBILITIES:

A. SHIPMENTS, BILLING & RATES: BROKER agrees to solicit and obtain freight transportation business for CARRIER to the mutual benefit of CARRIER and BROKER. BROKER shall inform CARRIER of (a) place of origin and destination of all shipments; and (b) if applicable, any special shipping instructions or special equipment requirements, of which BROKER has been timely notified.

B. BROKER agrees to conduct all billing services to shippers. CARRIER shall invoice BROKER for its (CARRIER's) charges, as mutually agreed in writing, by fax, or by electronic means, contained in BROKER's Load Confirmation Sheet(s) incorporated herein by reference (Exhibit A, et seq.). Additional rates for truckload or LTL shipments, or modifications or amendments of the above rates, or additional rates, may be established to meet changing market conditions, shipper requirements, BROKER requirements, and/or specific shipping schedules as mutually agreed upon, and shall be confirmed in writing (or by fax) by both Parties. Any such additional, modified, or amended rates, changes in rates shall automatically be incorporated herein by reference as part of Exhibit A, Amendment 1, et seq.

C. RATES: Additionally, any rates, which may be verbally agreed upon, shall be deemed confirmed in writing where CARRIER has billed the agreed rate and BROKER has paid it. All written confirmations of rates, including confirmations by billing and payment, shall be incorporated herein by reference as part of Exhibit A, Amendment 1, et seq. Rates or charges, including but not limited to stop-offs, detention, loading or unloading, fuel surcharges, or other accessorial charges, released rates or values, or tariff rules or circulars, shall only be valid when specifically agreed to in a signed writing by the Parties.

D. PAYMENT:

- i. The Parties agree that BROKER is the sole party responsible for the payment of CARRIER's charges. Failure of BROKER to collect payment from its customer shall not exonerate BROKER of its obligation to pay CARRIER. CARRIER hereby waives the requirement under any applicable statute or regulation for BROKER to maintain a trust account or be subject to any trust obligations in respect of monies owed to CARRIER hereunder. **BROKER agrees to pay CARRIER's invoice within thirty (30) days of receipt of the bill of lading or proof of delivery, provided CARRIER is not in default under the terms of this Agreement.** If BROKER has not paid CARRIER's invoice as agreed, and CARRIER has complied with the terms of this Agreement, CARRIER may seek payment from the Shipper or other party responsible for payment after giving BROKER twenty (20) business days advance written notice. CARRIER shall not seek payment from Shipper if Shipper can prove payment to BROKER.**
- ii. Payment and other disputes are subject to the terms of Par 4.D, which provides in part that prevailing parties are entitled to recovery of costs, expenses and reasonable attorney fees.**

E. BOND: If applicable, BROKER shall maintain a surety bond on file with the Federal Motor Carrier Safety Administration (FMCSA) in the form and amount not less than that required by that agency's regulations.

F. If applicable, BROKER will notify CARRIER immediately if its Operating Authority is revoked, suspended or rendered inactive for any reason; and/or if it is sold, or if there is a change in control of ownership, and/or any insurance required hereunder is threatened to be or is terminated, canceled, suspended, or revoked for any reason.

3. CARRIER RESPONSIBILITIES:

A. EQUIPMENT: Subject to its representations and warranties in Paragraph 1 above, CARRIER agrees to provide the necessary equipment and qualified personnel for completion of the

transportation services required for BROKER and/or its customers. CARRIER will not supply equipment that has been used to transport hazardous wastes, solid or liquid. CARRIER agrees that all shipments will be transported and delivered with reasonable dispatch, or as otherwise agreed in writing.

B. BILLS OF LADING: CARRIER shall issue a Uniform Bill of Lading for the property it receives for transportation under this Agreement. Unless otherwise agreed in writing, CARRIER shall become fully responsible/liable for the freight when it takes/receives possession thereof, and the trailer(s) is loaded, regardless of whether a bill of lading has been issued, and/or signed, and/or delivered to CARRIER, and which responsibility/liability shall continue until delivery of the shipment to the consignee and the consignee signs the bill of lading or delivery receipt. Any terms of the bill of lading (including but not limited to payment terms) inconsistent with the terms of this Agreement shall be controlled by the terms of this Agreement. Failure to issue a bill of lading, or sign a bill of lading acknowledging receipt of the cargo, by CARRIER, shall not affect the liability of CARRIER.

C. LOSS & DAMAGE CLAIMS:

i. CARRIER shall comply with 49 C.F.R. §370.1 et seq. and any amendments and/or any other applicable regulations adopted by the Federal Motor Carrier Safety Administration, U.S. Department of Transportation, or any applicable federal, state or provincial regulatory agency, for processing all loss and damage claims and salvage and

ii. CARRIER liability for any cargo damage, loss or theft from any cause shall be determined under the Carmack Amendment 49 USC 14706 as governing shipments according to its terms, and in respect of shipments originating in Canada under the uniform bill of lading in effect in the province of Canada where the carrier issues a bill of lading. It is agreed that in respect of shipments from a Canadian origin that the BROKER on behalf of the SHIPPER is deemed to have declared the full value of the shipment for the carriage on the bill of lading, and in this regard the CARRIER shall have full liability for cargo damage, loss or theft and CARRIER waives the provisions of clauses 9 and 10 of the uniform bill of lading in effect in the province of origin.

iii. Special Damages: CARRIER indemnification liability (Par 1.H) for freight loss and damage claims under this sub par C (ii) shall include legal fees which shall constitute special damages, the risk of which is expressly assumed by CARRIER, and which shall not be limited by any liability of CARRIER under sub par (ii) above.

iv. Except as provided in Par 1.E above, neither Party shall be liable to the other for consequential damages without prior written notification of the risk of loss and its approximate financial amount, and agreement to assume such responsibility in writing.

v. Notwithstanding the terms of 49 CFR 370.9, CARRIER shall pay, decline or make a settlement offer in writing on all cargo loss or damage claims within 60 days of receipt of the claim. Failure of CARRIER to pay, decline or offer settlement within this 60 day period shall be deemed admission by CARRIER of full liability for the amount claimed and a material breach of this Agreement.

D. INSURANCE: CARRIER shall furnish BROKER with Certificate(s) of Insurance, or insurance policies providing thirty (30) days advance written notice of cancellation or termination, and unless otherwise agreed, subject to the following minimum limits: Public liability \$1,000,000 or \$_____ ; motor vehicle (including hired and non-

owned vehicles), property damage, and personal injury liability \$1,000,000 or \$ _____ (\$2,000,000 if transporting hazardous materials and/or dangerous goods including environmental damages due to release or discharge of hazardous substances); cargo damage/loss \$150,000 or \$ _____ ; workers' compensation with limits required by law. Except for the higher coverage limits which may be specified above, the insurance policies shall comply with minimum requirements of the Federal Motor Carrier Safety Administration and any other applicable federal, state or provincial regulatory agency. Nothing in this Agreement shall be construed to avoid CARRIERS liability due to any exclusion or deductible in any insurance policy.

E. ASSIGNMENT OF RIGHTS: CARRIER automatically assigns to BROKER all its rights to collect freight charges from Shipper or any responsible third party on receipt of payment from BROKER.

4. MISCELLANEOUS:

A. INDEPENDENT CONTRACTOR: It is understood and agreed that the relationship between BROKER and CARRIER is that of independent contractor and that no employer/employee relationship exists, or is intended. BROKER has no control of any kind over CARRIER, including but not limited to routing of freight, and nothing contained herein shall be construed to be inconsistent with this provision.

B. NON-EXCLUSIVE AGREEMENT: CARRIER and BROKER acknowledge and agree that this contract does not bind the respective Parties to exclusive services to each other. Either party may enter into similar agreements with other carriers, brokers, or freight forwarders.

C. WAIVER OF PROVISIONS:

i. Failure of either Party to enforce a breach or waiver of any provision or term of this Agreement shall not be deemed to constitute a waiver of any subsequent failure or breach, and shall not affect or limit the right of either Party to thereafter enforce such a term or provision.

ii. This Agreement is for specified services pursuant to 49 U.S.C. §14101(b), where applicable. To the extent that terms and conditions herein are inconsistent with Part (b), Subtitle IV, of Title 49 U.S.C. (ICC Termination Act of 1995), the Parties expressly waive any or all rights and remedies they may have under the Act.

D. DISPUTES: In the event of a dispute arising out of this Agreement, including but not limited to Federal, State or Provincial statutory claims, the Party's sole recourse (except as provided below) shall be to arbitration. Proceedings shall be conducted under the rules of the ADR Institute of Ontario (ADR) upon mutual agreement of the Parties, or if no agreement, then at BROKER's sole discretion. Arbitration proceedings shall be started within eighteen (18) months from the date of delivery or scheduled date of delivery of the freight, whichever is later. Upon agreement of the Parties, arbitration proceedings may be conducted outside of the administrative control of the ADR. The decision of the arbitrators shall be binding and final and the award of the arbitrator may be entered as judgment in any court of competent jurisdiction. The prevailing party shall be entitled to recovery of costs, expenses and reasonable attorney fees as well as those incurred in any action for injunctive relief, or in the event further legal action is taken to enforce the award of arbitrators. Arbitration proceedings shall be conducted at the office of the ADR nearest the offices of the BROKER or such other place as mutually agreed upon in writing or directed by the acting arbitration association, provided, however, either Party may apply to a court of competent

jurisdiction for injunctive relief. Venue and controlling law for any such action shall be Ontario. The arbitration provisions of this paragraph shall not apply to enforcement of the award of arbitration.

E. NO BACK SOLICITATION:

i. Unless otherwise agreed in writing, CARRIER shall not knowingly solicit freight shipments for a period of 24 months following termination of this agreement for any reason, from any shipper, consignor, consignee, or other customer of BROKER, when such shipments of shipper customers were first tendered to CARRIER by BROKER.

ii. In the event of breach of this provision, BROKER shall be entitled, for a period of 36 months following delivery of the last shipment transported by CARRIER under this Agreement, to a commission of twenty percent 25% of the gross transportation revenue (as evidenced by freight bills) received by CARRIER for the transportation of said freight as liquidated damages. Additionally, BROKER may seek injunctive relief and in the event it is successful, CARRIER shall be liable for all costs and expenses incurred by BROKER, including, but not limited to, reasonable attorney's fees.

F. CONFIDENTIALITY:

i. In addition to Confidential Information protected by law, statutory or otherwise, the Parties agree that all of their financial information and that of their customers, including but not limited to freight and brokerage rates, amounts received for brokerage services, amounts of freight charges collected, freight volume requirements, as well as personal customer information, customer shipping or other logistics requirements shared or learned between the Parties and their customers, shall be treated as Confidential, and shall not be disclosed or used for any reason without prior written consent.

ii. In the event of violation of this Confidentiality paragraph, the Parties and agree that the remedy at law, including monetary damages, may be inadequate and that the Parties shall be entitled, in addition to any other remedy they may have, to an injunction restraining the violating Party from further violation of this Agreement in which case the prevailing Party shall be liable for all costs and expenses incurred, including but not limited to reasonable attorney's fees.

G. MODIFICATION OF AGREEMENT: This Agreement and Exhibit A et.seq. attached, may not be amended, except by mutual written agreement, or the procedures set forth above (Pars 2.B and 2.C).

H. NOTICES:

i. All notices provided or required by this Agreement, shall be made in writing and delivered, return receipt requested, to the addresses shown herein with postage prepaid; or by confirmed (electronically acknowledged on paper) fax.

ii. THE PARTIES shall promptly notify each other of any claim that is asserted against either of them by anyone arising out of the Parties performance of this Agreement.

iii. Notices sent as required hereunder, to the addresses shown in this Agreement shall be deemed sent to the correct address, unless the Parties are notified in writing of any changes in address.

J. **CONTRACT TERM:** The term of this Agreement shall be one year from the date hereof and thereafter it shall automatically be renewed for successive one (1) year periods, unless terminated, upon thirty (30) day's prior written notice, with or without cause, by either Party at any time, including the initial term. In the event of termination of this Agreement for any reason, the Parties shall be obligated to complete performance of any work in progress in accordance with the terms of this Agreement.

K. **SEVERANCE: SURVIVAL:** In the event any of the terms of this Agreement are determined to be invalid or unenforceable, no other terms shall be affected and the unaffected terms shall remain valid and enforceable as written. The representations, rights and obligations of the parties hereunder shall survive termination of this Agreement for any reason.

L. **COUNTERPARTS:** This Agreement may be executed in any number of counterparts each of which shall be deemed to be a duplicate original hereof.

M. **FAX CONSENT:** The Parties to this Agreement are authorized to fax to each other at the numbers shown herein, (or otherwise modified in writing from time to time) shipment availability, equipment and rate promotions, or any advertisements of new services.

N. **ENTIRE AGREEMENT:** Except for Exhibit A and its amendments, and unless otherwise agreed in writing, this Agreement contains the entire understanding of the Parties and supersedes all verbal or written prior agreements, arrangements, and understandings of the Parties relating to the subject matter stated herein. The Parties further intend that this Agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence may be introduced to reform this Agreement in any judicial or arbitration proceeding involving this Agreement.

IN WITNESS WHEREOF, we have signed this Agreement the date and year first shown above.

(BROKER)

(CARRIER)

(CARRIER ADDRESS)

—

Authorized Signature:

Authorized Signature:

Street/PO Box Address:

Keith Layton

Printed Name:

Printed Name:

City State Zip

Owner/President

Title:

Title:

Phone:

Date:

Date:

email:



KFL-Fr8 Service

MC # 1637314 DOT # 4231745
1708 E. Heroy ave. Spokane, Wa. 99207
509-474-9308 509-723-9867

NEW CARRIER SET UP CHECKLIST

Please provide the following documents:

- _____ Carrier Profile – Completed
- _____ Fuel Advance Authorization Form – Completed and Signed
- _____ Remittance Form – Completed
- _____ W-9
- _____ MC Permit
- _____ Certificate of Insurance with KFL-Fr8 Service LLC as the certificate holder

Approved Carrier Requirements:

- Must have a valid motor carrier authority (MC#) to operate interstate loads or a valid DOT# to operate intra-state loads.
- Must have valid insurance - \$1 million auto liability, \$100,000 cargo, and worker's compensation in amounts required by statute (but not less than \$500,000)
- An insurance certificate must be received directly from your insurance agent with KFL-Fr8 Service LLC listed as the certificate holder.

Please email your completed packet to kflfr8service@gmail.com.



KFL-Fr8 Service

MC # 1637314 DOT # 4231745
1708 E. Heroy ave. Spokane, Wa. 99207
509-474-9308 509-723-9867

CARRIER PROFILE

MC#: _____ DOT#: _____ Federal ID#: _____

Company Name: _____ DBA: _____

Physical Address: _____

City: _____ State: _____ Zip: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Office Phone: _____ Toll Free: _____ Fax: _____

Dispatch Contact: _____ Email: _____

Phone: _____ Cell: _____

Operations Manager.: _____ Email: _____

Phone: _____ Cell: _____

After Hours Contact: _____ Email: _____

Phone: _____ Cell: _____

Authority Status: Common: _____ Contract: _____ Broker: _____

Number of Trucks: _____ Number of Trailers: _____

Types of Trailers: V53: _____ R53: _____ FB: _____ Step Deck: _____ Power Only: _____ Partial LTL: _____ E-Track _____
Other: _____

Do you run teams? _____ Do you have hazmat drivers? _____ Certification Number: _____

Exp Date: _____ Do you drop trailers? _____ Do you service Mexico? _____ Canada? _____

Insurance Company: _____ Agent Name: _____

Phone: _____ Fax: _____ Email: _____



KFL-Fr8 Service

MC # 1637314 DOT # 4231745
1708 E. Heroy ave. Spokane, Wa. 99207
509-474-9308 509-723-9867

FUEL ADVANCE AUTHORIZATION FORM

KFL-Fr8 Service LLC offers 50% fuel advances after the load has been picked up. To receive an advance, please submit a copy of your rate agreement and bill of lading together by email to kflfr8service@gmail.com. When emailing or faxing, the documents need to come together. Sending them separately will delay you from receiving your advance.

Fuel Advances – Available via EFS money Code up to 50% of total line rate. \$15.00 Money Code Fee and Advance Program Fee. (Advance Program fee is \$15.00 for 50% advance for line haul rates up to \$1,500, anything over will be 1% of total line haul rate)

Allow drivers to be issued advances directly:
(check mark which one applies, not selecting, means NO)

YES **NO**

If you authorize an office employee to call in to request an advance, please name the employee below:

First Name	Last Name	Title
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First Name	Last Name	Title
------------	-----------	-------

Signing your name and title below authorizes KFL-Fr8 Service LLC to provide fuel advances to the named representative above.

Signature _____ Print Name & Title _____
Date _____

Powered By:



KFL-Fr8 Service

MC # 1637314 DOT # 4231745
1708 E. Heroy ave. Spokane, Wa. 99207
509-474-9308 509-723-9867

PAYMENT TERMS

Required documents for payment processing are – invoice, signed rate confirmation sheet, and clear & signed BOL / POD.

Please Choose One:

48 Hour Quick Pay – 3% Fee

Quick pay is available within 48 hours for documents that are emailed to kflfr8service@gmail.com before 5:00pm EST, Monday through Friday.

30 Day Pay

Please submit your paperwork by email to: kflfr8service@gmail.com

Or by mail to: 1708 East Heroy Ave Spokane, WA 99207

Pay to Factoring Company

Please provide the following information:

- Notice of Assignment Letter
- Factoring Company Payment Instructions

For questions concerning payment, please call: (509) 474-9308

Need a factor – If you need a factoring company that knows transportation and can support your business 24/7/365 days a year, call Quickpay Funding at 844-261-3863 today!

Please complete the remittance information on the following page



KFL-Fr8 Service

MC # 1637314 DOT # 4231745
1708 E. Heroy ave. Spokane, Wa. 99207
509-474-9308 509-723-9867

REMMITANCE INFORMATION

Do you use a factoring company? YES (Please provide Notice of Assignment)
 NO

If yes-
Payment Remit To/ Company Name _____
Address _____
City _____ State _____ Zip _____
Phone _____ Email Address _____

BANK INFORMATION

(Please attach a voided check)

Bank Name _____
Bank Account Number _____ Bank Routing Number _____

Checking Account Savings Account

Payee Name _____
Address _____
City _____ State _____ Zip _____



P.O. BOX 23360
San Diego, CA 92193
Tel: 844-261-3863
www.quickpayfunding.com

Wednesday, May 8, 2024

Subject: Factoring & Freight Payment Support Letter

Re: MC 1637314
KFL-Fr8 Service LLC
1708 E Heroy Ave
Spokane, WA 99207
kflfr8service@gmail.com

To Whom It May Concern:

Thank you very much for doing business with KFL-Fr8 Service LLC and trusting them to handle your cargo and freight brokering needs. This letter is to inform potential carriers, owner operators, vendors, and creditors as to the ability of KFL-Fr8 Service to honor their financial obligations resulting from any shipments factored with Quickpay Funding, LLC. KFL-Fr8 Service has an AR Funding Line and a Credit Facility amount of **\$150,000.00**.

Our role as Quickpay Funding is to provide working capital through invoice factoring, fuel advances, and other financial services. We also provide KFL-Fr8 Service carriers with credit analysis tools, online access, customer service support, and collection services to help manage payments & A.R. Our goal is to support our client's business and help them achieve consistent growth, volume, and continued success.

As the factoring company for KFL-Fr8 Service, we process same-day quick pays for carriers that so desire – and/or pay for all completed loads on standard terms up to 30 days once all paperwork has been submitted and accepted for the loads. We process and provide fuel advances where needed and ensure prompt payment for all completed loads.

Basically, we will make payments on behalf of KFL-Fr8 Service if the work has been completed and is within the terms of the rate agreement. Although we are responsible for processing carrier payments, it is ultimately up to KFL-Fr8 Service to instruct us on what gets paid on all completed loads as they manage the relationships with the shippers.

I hope this letter reassures you of the financial strength supporting KFL-Fr8 Service and their ability to pay for freight. Please reach out to Juan Estrada, President & CEO or Veronica Beach, Executive Vice President with any questions or concerns regarding these matters.

Best regards,

Juan Estrada
President & CEO
jestrada@quickpayfunding.com

