



KFL-Fr8 Service

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

Broker - Customer/Shipper Contract

THIS AGREEMENT is made and entered on _____, 20_____, by and between _____ ("Customer/Shipper") and KFL-Fr8 Service LLC ("Broker").

1 Term. The term of this Agreement shall be for one (1) year and will automatically be renewed successively in one (1) year periods, however, this Agreement can be terminated at any time by giving ten (10) days prior written notice to the other party.

2. KFL-Fr8 Service LLC (Broker) is in compliance with the law. Broker represents and warrants that it is duly and legally qualified to operate as a Freight Broker and to provide the transportation services contemplated herein. Brokerage agrees to comply with all federal, state and local laws regarding the provision of such Brokerage services. The parties understand and agree that Broker functions as an independent entity, and not as a carrier, in selling, negotiating, providing and arranging for transportation for compensation.

3. Indemnification. Broker shall defend, indemnify and hold harmless Customer/Shipper from any loss or damage, including loss, damage or injury to persons or property, that Customer/Shipper may incur as a direct result of Broker's negligent acts or omissions. However, it is understood and agreed that Broker assumes no liability for bodily injury, property damage or public liability arising out of the involved transportation. Customer/Shipper shall further defend, indemnify and hold harmless the Broker from any and all loss or damage, including loss, damage or injury to persons or property, that Broker may incur as a direct result of Customer/Shipper's negligent acts or omissions.

4. Independent Contractor. KFL-Fr8 Service LLC (Broker) represents and warrants that it is an independent contractor under this Agreement and that its agents and/or employees are under Broker's exclusive management and control, and that Customer/Shipper neither exercises nor retains any control over Broker, its operations, agents or employees in any manner whatsoever.

5. Contract Carriers. The broker shall make reasonable efforts to place Customer/Shipper's loads with responsible carriers for the purposes of transporting the loads with reasonable dispatch under the direction of Customer/Shipper. However, the parties understand and agree

that Broker, by signing this Agreement, makes no express or implied warranties or guarantees concerning delivery time or the locating of a carrier to provide the transportation services requested by Customer/Shipper.

6. Cargo Loss, Damage, or Shortage: In the event of a cargo loss, damage or shortage claim, Customer/Shipper agrees to notify Broker immediately by Phone and Via Email

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and to subsequently submit to the Broker a written claim, fully supported by all relevant documentation, including but not limited to the signed delivery receipt, listing the nature and cause of the claim for cargo damage within twenty (20) days following the date of delivery.

*No claims or allowances for shortages, damage or delay will be considered unless clearly noted on the delivery receipt or bill of lading signed by the consignee at delivery. **The broker assumes no liability for cargo loss, damage, or shortage.** However, Broker agrees to submit, negotiate and settle all cargo claims with the responsible carrier and to keep Shipper advised of the status of all such claims.*

Upon request by the Customer/Shipper, Broker shall assign its rights against the carrier to Customer/Shipper. Nothing herein shall be construed to restrict any right or cause of action Shipper may have against any carrier involved with the transportation of Shipper's shipment.

7. Notification of Accidents or Delays. Broker agrees to notify Customer/Shipper of any accident or other event which prevents the carrier from making a timely or safe delivery.

8. Assignment/Modification/Benefit of Agreement. No party may assign this Agreement without the prior written consent of the other party. However, Broker may co-broker any shipments made on behalf of Customer/Shipper under this Agreement.

9. Shipping Documents. Unless otherwise agreed in writing, all shipments tendered shall be accepted on a bill of lading acceptable to Customer/Shipper as the shipping document. In the event of a conflict between the bill of lading terms and this Agreement, this Agreement shall prevail. Upon request of the Customer/Shipper, Broker shall require all carriers to obtain a delivery receipt from the consignee, showing the products delivered, condition of the shipment and the date and time of such delivery.

10. Rates, Payment, and Charges. It is understood that a rate will be set and agreed upon before each shipment/load, an amendment to the rate can be added in cases of extra charges such as scale tickets, TONU (Truck Ordered Not Used), lumper fees, detention fee and layover fees, but are not limited to. These extra fees are paid by the customer, not the broker. If these fees are known in advance by the customer; they are to be shared with the Broker prior to transportation

Any supplemented or amended rate can be submitted by email by the broker, to the Customer/Shipper prior to transportation, if not objected to by the Customer/Shipper, in writing,

within twenty-four (24) hours from the date and time of the emailed/faxed will be deemed as agreed upon by both parties

It is further understood that both parties in the rate con are in full agreement of the rate in the rate con, and/or the amended rate that is invoiced by the Broker. Unless such payment is objected to by the Customer/Shipper in writing with reasons for objections within 24hrs of invoice receipt.

Customer/Shipper agrees to pay Broker within fifteen (15) days of receiving the invoice, with Interest accruing monthly at a rate of FIVE percent (5%). Shipper shall also be liable for any expenses, including attorney fees, Broker incurs in collecting its rates and charges.

11.Complete Agreement. This Agreement constitutes the entire agreement of the parties with reference to the subject matters herein, and may not be changed, waived, or modified except in writing signed by both parties. This Agreement shall be construed in accordance with the laws of the State Of Washington. All civil actions filed as a result of disputes arising out of this Agreement shall be filed in the court of proper jurisdiction in the state of Washington.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

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|-------------|----------------------------|------------------|-------|
| Broker | <u>KFL-Fr8 Service LLC</u> | Customer/Shipper | _____ |
| Ph: | <u>509-474-9308</u> | Ph: | _____ |
| Name : | <u>Keith Layton</u> | Name : | _____ |
| Signature : | _____ | Signature : | _____ |
| Title: | <u>Owner/President</u> | Title: | _____ |
| Date : | _____ | Date : | _____ |

Customer/Shipper:

Address/PO Box

Email

City

State

Zip

EIN # /Tax ID #