



ASAP Transport Solutions, LLC
 15621 W. 87th. Street Pkwy, Suite 107
 Lenexa, KS 66219
Phone: (800) 757-1178
Fax: (888) 519 -1347
Email: dispatch@asaptransportsolutions.com

MOTOR CARRIER PROFILE

DEAR CARRIER PARTNER,

To be certain we have an accurate profile of your organization and full knowledge of your transportation services and needs, complete the carrier profile below and return all required documents.

PLEASE EMAIL ALL PAPERWORK TO: dispatch@asaptransportsolutions.com

REQUIRED DOCUMENTS

- ✓ Copy of Workmen's Compensation and or Occupational/Accidental Policies
- ✓ I.C.C. Operating Authority
- ✓ IRS W9 - Signed / Dated
- ✓ Certificate of Canadian Authority
- ✓ Signed Carrier Contract
- ✓ Completed Carrier Profile
- ✓ Completed Safety Evaluation Form (**Unrated Carriers**)
- ✓ New Entrant Safety Audit Report (**Unrated Carriers**)
- ✓ **CARB** Compliance Certificates.

Minimum Insurance Coverage for Motor Carriers is:

CARGO - \$100,000
BI / PD - \$1,000,000

CARRIER PROFILE

Legal Company Name **DBA**

Physical Address

City **State** **Zip**
 (____) ____ - ____ (____) ____ - ____

Telephone **Facsimile**

E-Mail: _____

Do you **FACTOR** your receivables through a 3rd party factoring company? Yes No "YES" please list contact information below.

Factoring Company Name **Contact**
 (____) ____ - ____ (____) ____ - ____

Telephone **Facsimile**

Physical Address

City **State** **Zip**

LIST THE FOLLOWING CONTACTS

Dispatch **Telephone**
 (____) ____ - ____

Dispatch (After Hours) **Telephone**
 (____) ____ - ____

MC # **DOT#**

SCAC **Federal ID #**

Equipment List

_____	_____	_____	_____	_____	_____
Van	Reefer	Flats	SD	DD / RGN	Auto Hauler



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ASAP TRANSPORT SOLUTIONS, LLC. QUICK PAY FORM

Carrier Name: _____ Phone # _____
 Mailing Address: _____
 City: _____ ST: _____ ZIP: _____
 Email: _____
Load ID: _____
Invoice Amount: _____

Instructions for completing this QuickPay Form:

Step 1: Choose one of these Quick Pay payment options:

- ____ Invoice Paid Same Day 7% Invoice Discount + \$30 bank fee
- ____ Invoice Paid in 2 Business Days 5% Invoice Discount (\$30 Minimum)
- ____ Invoice Paid in 5 Business Days 3% Invoice Discount (\$20 Minimum)

Step 2: Select your preferred form of payment from the two options below:

- ____ Comcheck Express Code
- ____ ACH Transfer

Step 3: IF REQUESTING ACH TRANSFER, enter your Bank Information below to expedite payment.

Your Bank's Name: _____
 Your Bank's Routing #: _____ Acct # _____

Your Company's Street Address: _____
 City: _____ ST: _____ ZIP: _____

Step 4: Email the completed form to: dispatch@asaptransportsolutions.com

ASAP Transport Solutions, LLC agrees to pay the carrier at the Quick Pay Option chosen above upon receipt of the invoice and original bills of lading. "Quick Pay" invoices received by 12:00 P.M. will be processed for payment that day. "Quick Pay" invoices received after 12:00 P.M. will be considered received as of the next business morning and will be processed the following day. The invoice and accompanying bills of lading must be clear and free of any problems. Faxed or emailed invoices and bills of lading are accepted but must be legible. Weekends and holidays are not considered to be business days. Invoices that have been assigned to a factoring company or invoices that are for loads that have been doubled brokered are excluded from this agreement.

- Direct Deposit is available to all carriers. If direct deposit is not chosen, company checks will be mailed via the United States Postal Service.

ASAP Transport Solutions, LLC


Carrier: _____
Authorized Party: _____



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BROKER/CARRIER AGREEMENT

This **Broker/Carrier Agreement** is being entered into by and between ASAP Transport Solutions, LLC. (hereinafter referred to as “**BROKER**”), and _____, (hereinafter referred to as “**CARRIER**”) as defined below, on this ____ day of _____, 20__.

I. PARTIES

- A. ASAP Transport Solutions, LLC is the “Broker” as that term is defined under 49 U.S.C. § 13102(2) or any regulation, amendment or renumbered law by which the United States or any agency thereof defines a trucking broker and any applicable federal or state regulations, statutes, decisional law or administrative law. BROKER will arrange for the freight tendered by a shipper to be transported by CARRIER under the means, manner, method, and terms selected by the shipper or CARRIER, but BROKER is not engaged in the business of and will not act as a “Carrier,” “Motor Carrier,” or “Freight Forwarder,” as those terms are defined under 49 U.S.C. § 13102, and BROKER is not engaged in the business of and will not act as a “Rail Carrier” as that term is defined under 49 U.S.C. § 11706.

- B. _____ is the “CARRIER,” and hereby agrees to transport freight identified by BROKER as requiring transportation services.

- C. BROKER and CARRIER will sometimes be referred to collectively as “The Parties.”

II. RECITALS

- 1. **Term**- The term of this Agreement shall be one (1) year, commencing on the date



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listed above. If not cancelled by one of The Parties, the Agreement shall automatically renew itself for consecutive one year terms. The Agreement can be terminated at any time by either of The Parties with thirty (30) days written or electronic notice to the other party, provided all balances are settled, and the termination can be with or without cause.

2. **Broker Requirements-** BROKER warrants that it is licensed to arrange for the transportation of freight pursuant to license MC # 815288 (**fill in for specific broker**), but that it does not transport freight, and that it will maintain such authority as required by all applicable federal and state laws and regulations throughout the course of this Agreement. BROKER also warrants that it will maintain a surety bond or trust fund agreement as required by the Federal Motor Carrier Safety Administration in the amount of \$75,000.00 or in such amount as may be amended from time to time and furnish CARRIER with proof of same upon request.
3. **Broker Obligations-** Broker shall pay CARRIER for services rendered in an amount equal to the rates and charges agreed to as set forth in Appendix A upon receipt of payment from the shipper. As a condition precedent to payment, CARRIER must submit proof of delivery with its invoices, and the invoices must reflect that CARRIER delivered the freight to its final destination.
 - a. BROKER agrees to arrange for the transportation of a shipper's freight with CARRIER pursuant to the terms of this Agreement, and to comply with all federal, state, and local laws and regulations pertaining to the brokerage services covered by this Agreement.
 - b. The Parties agree that BROKER'S responsibilities under this Agreement are limited to arranging for the transportation of a shipper's freight with CARRIER, and not actually performing the transportation services, possessing the freight, or controlling the



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means or methods of the transportation.

4. **Carrier Obligations** - CARRIER warrants that at all times during this Agreement it will act as a “motor carrier,” as that term is defined under 49 U.S.C. § 13102 and any applicable federal or state regulations, statutes, decisional law or administrative law. CARRIER further warrants that at all times during this Agreement it will remain licensed and authorized by the Department of Transportation to provide interstate transportation services, and warrants that it will maintain insurance or otherwise demonstrate financial responsibility in accordance with all applicable federal and state regulations.

CARRIER is solely responsible for the operation of the equipment, actions of the driver, any other persons associated with the operation of the equipment, transportation of freight, securement or any other aspect of actions of a motor carrier as that term is defined by law. CARRIER is solely responsible for the safety and operation of the equipment, and the actions of all drivers and other persons or entities responsible for the transportation of freight. Nothing in this Agreement abrogates the responsibility of the CARRIER to operate safely and in accordance with all law and good accepted best practices of a motor carrier.

CARRIER represents that it is in compliance with and shall maintain, during the terms of this Agreement, compliance with all applicable federal, state and local laws relating to the provision of its services including, but not limited to: training of drivers, qualification of drivers, transportation of Hazardous Materials, (including the licensing and training of Haz Mat qualified drivers, as defined in 49 F.C.R. §172.800, §173, and §397 et seq. to the extent that any shipments hereunder constitute Hazardous Materials; security regulations, Part 309.46 as well as any other regulations relating to Intermodal equipment; owner/operator lease regulations; loading and securement of freight regulations; implementation and maintenance of driver safety regulations including, but not limited to, hiring,



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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; and all applicable insurance, financial responsibility and surety laws and regulations including but not limited to workers' compensation; as well as the Federal Motor Carrier Safety Regulations (FMCSRs), and any applicable state trucking regulations.

CARRIER will notify BROKER immediately if its federal Operating Authority is revoked, suspended or rendered inactive for any reason; and/or if it is sold, of if there is a change in control of ownership, and/or any insurance required hereunder is threatened to be or is terminated, cancelled (whether by an insurer or surety provider by CARRIER, or by any person or entity), suspended, or revoked for any reason.

- a. CARRIER agrees to maintain a U.S. DOT safety rating or evaluation of "fit," "satisfactory," or whatever is the highest rating described by the U.S. DOT, FMCSA, CSA or equivalent governmental agency authority or evaluation method for the duration of this Agreement. Any change in CARRIER'S safety rating requires immediate written notification to BROKER. CARRIER may not have an unsatisfactory or conditional rating under any rating system. If CARRIER'S rating becomes conditional or unsatisfactory, CARRIER's no longer authorized as a CARRIER under this Agreement.

CARRIER represents that it is not on alert status as to any BASIC under the DOT/FMCSA, CSA safety management system. If CARRIER receives an alert status as to any BASIC, it must



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immediately notify BROKER by fax at (888) 519-1347, by e-mail at Dispatch@asaptransportsolutions.com and by regular U.S. Mail to 15621 W. 87th Street Pkwy. Suite 107 Lenexa, KS 66219 and forward a copy of any alert status as to any BASIC, or whether or not that BASIC is available for public viewing under any governmental website. CARRIER will not be permitted to be on BROKER'S approved list should CARRIER be on alert status as to two or more BASIC's

- b. CARRIER agrees that only drivers qualified under Part 391 of the Federal Motor carrier Safety Regulations (FMCSRs) will transport freight under this Agreement. CARRIER further agrees that it will maintain adequate internal procedures to evaluate its drivers through Pre-Employment Screenings, Driver Information Resource, the U.S. DOT Safety Management System, CSA and any other official resources related to driver fitness, and ensure that its drivers are otherwise qualified under the FMCSR's throughout the duration of this Agreement.
 - c. Upon reasonable demand, CARRIER shall provide to BROKER copies of its DOT Operating Authority Policy of Insurance, including all endorsements, Certificate of Insurance surety or financial responsibility.
5. **Shipper-Broker Relationship-** The Parties agree that BROKER at all times will be acting as an independent contractor, and not an employee, agent, or principal of a shipper.
 6. **Broker-Carrier Relationship-** CARRIER agrees and acknowledges that as the motor carrier transporting a shipper's freight pursuant to this Agreement, CARRIER is an independent contractor, and not an employee, agent or principal



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of BROKER. CARRIER further agrees and acknowledges that its employees and agents, including the driver or drivers transporting freight, are not the employees or agents of BROKER, and that BROKER does not control or have the right to control the CARRIER, its employees, agents, drivers, or any person or entity associated with the CARRIER. BROKER further makes no representations as to CARRIER'S safety status/representation or any other aspect of CARRIER'S fitness beyond that set forth in Section 4 above.

At times the BROKER may suggest when pickup and delivery should be made in order to reflect the wishes and desires of the shipper and/or consignee. However, these times are not mandated or required times. In no event shall CARRIER be required to, and in no event shall BROKER require CARRIER to meet any times, violate any safety regulations or best practice or otherwise act unsafely in order to meet the suggested or target time.

7. **No Broker Liability**- CARRIER agrees and acknowledges that BROKER will not be liable to a shipper for any act or omission of the CARRIER or any of its "employees" which transport a shipper's freight, as the term "employee" is defined under 49 C.F.R. §390.5 or for any of Carrier's Agents, Principals, Assigns or Subcontractors. CARRIER thus agrees and acknowledges to indemnify and hold harmless BROKER for any cargo loss or damage, or for delay in the delivery of a shipper's freight, or for any actual or consequential damages resulting therefrom.

To the extent permissible under applicable federal and state law, and subject to the express monetary insurance limits in Paragraph 13 as to CARRIER and BROKER'S monetary insurance limits for general liability or such other amounts as mutually agreed by the Parties in writing, 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,



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and BROKER shall defend, indemnify, and hold CARRIER harmless from any claims, actions, or damages, including cargo loss and damage, theft, delay, damage to property, personal injury or death, arising out of its performance hereunder. Neither Party shall be liable to the other for any claims, actions or damages due to the negligence, culpable conduct or intentional act of the other Party, or the shipper. The obligation to defend shall include all costs of defense as they accrue.

Except for CARRIERS'S liability under Paragraph 10, unless otherwise agreed in writing, and regardless of whether the Parties insurance as referred to in paragraph above, is valid or provides coverage, the Parties indemnity obligations shall not exceed the monetary insurance limits referred to in the paragraph above.

8. **No Broker Control**- The Parties agree that BROKER will not assert any control nor have any right to control over a shipper's freight, including, but not limited to, taking possession of a shipper's freight, and BROKER shall not direct or control the routes taken by CARRIER in the transportation of a shipper's freight.
9. **Carrier Liability**- CARRIER hereby assumes the liability of a motor carrier as provided in §11707 of Title 49 of the United States Code as well as the Carmack Amendment and all other applicable law relating to the liability of a Motor Carrier for Cargo Loss, and all claims for loss, damage and/or salvage will be handled and processed in accordance with that law.
10. **Bills of Lading**-
 - a. For each shipment tendered to CARRIER, CARRIER will provide to the shipper a standard bill of lading that is in accordance with 49 C.F.R. §373, listing the consignor and consignee, the origins and destinations, the number of packages, the description of the freight, and the weight, volume or measurement of the freight. The Parties agree that BROKER will not be



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a party to the bill of lading.

- b. CARRIER agrees that a BROKER'S name WILL NOT BE LISTED, as the carrier on a bill of lading. Such a listing is not authorized by BROKER and if it should occur the listing shall not change BROKER'S status as a property broker nor CARRIER'S status as a motor carrier. In no event shall the BROKER be listed or referenced on or be a party to the bill of lading.
- c. CARRIER will not re-broker, assign or interline the shipments hereunder, written consent of BROKER prior to the shipment being tendered to any other CARRIER. 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 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 in Paragraph 7 CARRIER will be liable for consequential damages for violation of this Paragraph.
 - i. The Parties agree that the shipment of freight will move under the terms and conditions listed in the bill of lading.
 - ii. CARRIER agrees to list itself on the bill of lading as the party in possession and control of the freight.
 - iii. The terms and conditions of the bill of lading shall not operate to alter or modify the terms of this Agreement between CARRIER and BROKER.
 - iv. CARRIER shall issue a bill of lading in compliance with 49 U.S.C. §80101 et seq., 49 C.F.R. §373.101 (and any



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amendments thereto) also commonly known as the Carmack Amendment, for the property it receives for transportation under this Agreement. Unless otherwise agreed in writing, CARRIER shall become fully or constructive possession, 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 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, released rates or released value) inconsistent with the terms of this Agreement shall be ineffective. 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. Said Bills of Lading are intended by the Parties to be Bills of Lading, as that term is interpreted under the Carmack Amendment and applicable law and not merely as "delivery receipts", "freight receipts" or any similar term.

11. **Non-Solicitation of Shippers-** CARRIER agrees that it will not directly or indirectly conduct business with any shipper whose freight was transported pursuant to this Agreement for a period of two (2) years beginning with the last day such service was performed for that shipper. The Parties agree that a breach of this provision shall entitle BROKER to the full amount of commissions and/or compensation under the terms set forth in Appendix "A" that would have been due to BROKER had it arranged for the movement of said freight.

12. **Assignment/Modifications of Agreement-** Neither CARRIER or BROKER may



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assign or transfer any rights under this Agreement, in whole or in part, without the prior written or electronic consent of the other party. Further, neither CARRIER or BROKER may amend or modify the terms of this Agreement without the prior written or electronic consent of the other party. Any amendments or modifications to this Agreement not agreed to by both CARRIER and BROKER shall be null and void.

13. **Insurance** - CARRIER shall furnish BROKER with Certificate(s) of Insurance; financial responsibility or insurance policies providing thirty (30) days advance written notice of cancellation or termination; and unless otherwise agreed, subject to the following minimum limits; General liability \$ 1,000,000 ; commercial auto or commercial motor vehicle insurance (including hired and non-owned vehicles) \$ \$1,000,000 , (\$ \$1,000,000 if transporting hazardous materials including environmental damages due to release or discharge of hazardous substances); cargo damage/loss, \$ \$100,000 ; workers' compensation with limits required by law. Except for the higher coverage limits which may be specified above, the insurance policies and financial responsibility shall comply with minimum requirements of the Federal Motor Carrier Safety Administration and any other applicable regulatory state agency. Nothing in this Agreement shall be construed to avoid CARRIER'S liability due to any exclusion or deductible of any insurance policy or to limit CARRIER'S liability for contribution and/or indemnification and defense of the BROKER. A MCS-90 endorsement will be part of any insurance policy obtained by CARRIER, and all proper filings, including but not limited to the BMC-90 will be made with the applicable federal and state agencies.

As regard cargo coverage, the coverage must be All Risk Broad Form Motor Truck Cargo Legal Liability Coverage in an amount not less than \$100,000 per occurrence. The coverage provided under the policy shall have no exclusions or restrictions of any type that would foreseeably preclude coverage relating to cargo claims including, but not limited to, exclusions of unattended or unattached



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trailers, theft, or for any commodities transported under this Agreement, refrigeration breakdown or lack of refrigerator fuel. Furthermore, if the commodity being hauled is refrigerated, refrigeration breakdown coverage will be provided and the CARRIER will honor and abide by the servicing requirements set forth in the insurance policy or endorsement. Furthermore, if the commodity being hauled is on a flatbed or similar open conveyance, that there be no exclusion for wetness, rust, corrosion or moisture.

Coverage must be written with a CARRIER rated A- or better as rated by AM Best Company.

14. **Miscellaneous**

- a. **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.
- b. **Waiver of Provisions:**
 - i. Failure of either Party to enforce a breach of 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.§1410(b). To the extent that terms and conditions herein are inconsistent with Part (b), Subtitle IV, of Title 49



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U.S.C. (ICC Termination Act of 1995), the Parties expressly waive any or all rights and remedies they may have under the Act.

- 15. **Severability**- If any portion or provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, The Parties agree that said portion or provision of the Agreement shall be severable, and that the remaining provisions of the Agreement shall continue in full force and effect.
- 16. **Notices**- Any and all written or electronic notices required or permitted to be given under this Agreement shall be addressed as follows:

(BROKER) _____ ASAP Transport Solutions, LLC. dispatch@asaptransportsolutions.com _____ 15621 W. 87 th Street Pkwy. Suite 107 _____ Lenexa, KS 66219 _____	(CARRIER) _____ Attn: _____ _____ _____ _____
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17. **Force Majeure**- In the event that fire, flood, other natural disaster, war, embargo, riot, or civil disobedience prevents the performance of either BROKER or CARRIER'S obligations under this agreement, that party shall not be liable to the other party for such failure to perform.

- 18. **Choice of Law and Venue**- All issues concerning the construction, interpretation, validity, and enforceability of this Agreement, and any other dispute arising out of this Agreement, whether in a court of law or in alternative dispute resolution, shall be governed by and construed and enforced in accordance with the laws of the State of Ohio, including the applicable statutes of limitations under Ohio law, without giving effect to any choice of law provision applying the laws of another



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jurisdiction.

19. **Indemnification**: CARRIER will indemnify and hold harmless BROKER, its employees, officers, directors, agents, principals and assigns from any liability, settlements, judgments, verdicts, attorney fees or expense or any nature whatsoever arising out of any claims, demands or suits against BROKER which in any way relate to a claim of BROKER's liability or culpability for the actions of CARRIER, including negligent or improper hiring or retention of the CARRIER, its employees (statutory or otherwise) agents, principals, officers, directors, assigns or anyone acting by or for CARRIER, for any aspect of the transportation of freight, public liability, personal injury, bodily injury, emotional or mental distress, wrongful death, loss of consortium, cargo liability or any claim or cause of action recognized by any state, municipality, county or any jurisdiction, Administrative Agency, or the Government of the United States.
20. **Entire Agreement**- This Agreement, including all appendices and addenda, constitutes the entire agreement intended by and between The Parties and supersedes all prior agreements, representations, warranties, and understandings, whether oral or in writing.
21. **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.



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IN WITNESS WHEREOF, The Parties have caused this Agreement to be executed on the effective date listed above in their respective names by their fully authorized representatives below:

BROKER

CARRIER

A handwritten signature in black ink, appearing to read "Chris Steele", is written over a horizontal line.

Signed

Signed

Chris Steele

Printed

Printed

President / Owner

Title

Title



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CARB / TRU COMPLIANCY DISCLAIMER

At least once per calendar month while this **AGREEMENT** is in effect, **CARRIER** shall inspect or hire a service representative to inspect each refrigeration or heating unit associated with trailers used by **CARRIER** to transport freight hereunder. **CARRIER** shall maintain a record of each inspection of refrigeration or heating unit and retain the records of the inspection for at least three **(3)** years. **CARRIER** agrees to provide copies of all such inspection records request to the **CARRIER's** insurance company and **BROKER**.

During shipment, **CARRIER** shall maintain adequate fuel levels for each refrigeration or heating unit associated with trailers used by **CARRIER** to transport freight hereunder, and **CARRIER** hereby assumes full liability for claims and expenses incurred by the **BROKER** and/or any particular customer, shipper or consignee for failure to do so.

In the event CARRIER accepts a load transporting any goods to, from, or through the State of California, **CARRIER CERTIFIES, REPRESENTS AND WARRANTS THAT IT HAS REPORTED ITS COMPLIANCE WITH THE TRUCK AND BUS REGULATION OF THE CALIFORNIA AIR RESOURCES BOARD ("CARB") AND/OR IS, TOGETHER WITH ITS OWNER(S), AWARE OF THE TRUCK AND BUS REGULATION OF THE CARB AND IS IN COMPLIANCE WITH SUCH REGULATION BY USING THE ENGINE MODEL YEAR SCHEDULE.**

In the event perishable goods are transported under such load to, from, or through the State of California, **CARRIER CERTIFIES, REPRESENTS AND WARRANTS THAT ANY TRANSPORTATION REFRIGERATION UNIT ("TRU") EQUIPMENT FURNISHED WILL BE IN COMPLIANCE WITH THE IN-USE REQUIREMENTS OF CALIFORNIA'S TRU REGULATIONS.** CARRIER shall look to the applicable rate confirmation sheet for the necessary **BROKER** information to be furnished under the State of California's TRU regulations.

ASAP Transport Solutions, LLC
Chris Steele, Owner
Signature: _____
Date: ____ / ____ / _____

Company: _____
Name: _____
Title: _____
Signature: _____
Date: ____ / ____ / _____

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
ASAP Transport Solutions, LLC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
15621 W. 87th St. Pkwy. Suite 107

6 City, state, and ZIP code
Lenexa, KS 66219

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
OR									
Employer identification number									
4	6	-	1	4	0	0	5	6	5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ <u>5/21/18</u>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



U.S. Department of Transportation
Federal Motor Carrier Safety Administration

1200 New Jersey Ave., S.E.
Washington, DC 20590

SERVICE DATE
February 25, 2013

LICENSE
MC-815288-B
U.S. DOT No. 2380139
ASAP TRANSPORT SOLUTIONS LLC
LENEXA, KS

This License is evidence of the applicant's authority to engage in operations, in interstate or foreign commerce, as a **broker, arranging for transportation of freight (except household goods)** by motor vehicle.

This authority will be effective as long as the broker maintains insurance coverage for the protection of the public (49 CFR 387) and the designation of agents upon whom process may be served (49 CFR 366). The applicant shall also render reasonably continuous and adequate service to the public. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

A handwritten signature in black ink, appearing to read "Jeffrey L. Secrist".

Jeffrey L. Secrist, Chief
Information Technology Operations Division

BPO



A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0017. Public reporting for this collection of information is estimated to be approximately 10 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, Washington, D.C. 20590.

Form BMC-85

Approved by OMB
2126-0017
Expires: 01/31/2014

FMCSA FILER
ACCOUNT NO. 26027

License No.
MC- 815288

PROPERTY BROKER'S OR HOUSEHOLD GOODS BROKER'S TRUST FUND AGREEMENT UNDER 49 U.S.C. 13906

OR NOTICE OF CANCELLATION OF THE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, That we ASAP TRANSPORT SOLUTIONS, LLC
(Broker)

of 15621 W 87TH STREET STE 107 LENEXA KS 66219
(Street) (City) (State) (Zip code)

as TRUSTOR (hereinafter called Trustor), and TRANSPORT FINANCIAL SERVICES, LLC,
(Name of Trustee)

a financial institution created and existing under the laws of FLORIDA
(State or District of Columbia)

as TRUSTEE (hereinafter called Trustee) hold and firmly bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Trustor is or intends to become either a Property Broker or a Household Goods Broker pursuant to the provisions of the Title 49 U.S.C. 13904, and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA) relating to insurance or other security for the protection of motor carriers and shippers, and has elected to file with the Federal Motor Carrier Safety Administration such a Trust Fund Agreement as will ensure financial responsibility and the supplying of transportation subject to the ICC Termination Act of 1995 in accordance with contracts, agreements, or arrangements therefor, and

WHEREAS, this Trust Fund Agreement is written to assure compliance by the Trustor as either a licensed Property Broker or a licensed Household Goods Broker of Transportation by motor vehicle with 49 U.S.C 13906(b), and the rules and regulations of the Federal Motor Carrier Safety Administration, relating to insurance or other security for the protection of motor carriers or shippers, and shall inure to the benefit of any and all motor carriers or shippers to whom the Trustor may be legally liable for any of the damages herein described.

NOW, THEREFORE, the trustor and trustee, to accomplish the above, agree as follows:

- Trustee agrees that payments made pursuant to the security provided herein to shippers and motor carriers pursuant to this Agreement will be made exclusively and directly to shippers or motor carriers that are parties to contracts, agreements or arrangements with Trustor.
- Trustee agrees that the protection afforded to shippers and motor carriers hereby will continue until any and all claims made by shippers or motor carriers for which Trustor may be legally liable have been settled or until the funds deposited by Trustor pursuant to this Agreement have been exhausted, whichever comes first.
- The parties hereto acknowledge and certify that said Trustee shall exclusively manage the security and trust fund, as herein set forth, and shall have legal title to the security and trust fund, pursuant to the terms and conditions as set forth in this agreement. Further, the parties hereto, and the said Trustee, as evidenced by their signatures to this agreement, acknowledge and certify that (a) said Trustee, neither has nor expects to have any interest, financial, proprietary, or otherwise, whatsoever, in Trustor; and (b) said Trustor, neither has nor expects to have any interest, financial, proprietary, or otherwise, whatsoever, in Trustee.
- Trustee acknowledges the receipt of the sum of Ten Thousand Dollars (\$10,000.00) for a Property Broker or Twenty Five Thousand Dollars (\$25,000.00) for a Household Goods broker, to be held in trust under the terms and conditions set forth herein.
- Trustee may, within its sole discretion, invest the funds comprising the corpus of this trust fund consistent with its fiduciary obligation under applicable law.
- Trustee shall pay, up to a limit of Ten Thousand Dollars (\$10,000.00) for a Property Broker or Twenty Five Thousand Dollars (\$25,000.00) for a Household Goods Broker, directly to a shipper or motor carrier any sum or sums which Trustee, in good faith, determines that the Trustor has failed to pay

authorized motor carriers, made by Trust or while this agreement is in effect, regardless of the financial responsibility or lack thereof, or the solvency or bankruptcy, of Trustor.

7. In the event that the trust fund is drawn upon and the corpus of the trust fund is a sum less than Ten Thousand Dollars (\$10,000.00) for Property Brokers or less than Twenty Five Thousand Dollars (\$25,000.00) for Household Goods Brokers, Trustor shall, within thirty (30) days, replenish the trust fund up to Ten Thousand Dollars (\$10,000.00) for Property Brokers or Twenty Five Thousand Dollars (\$25,000.00) for Household Goods Brokers by paying to the Trustee a sum equal to the difference between the existing corpus of the trust fund and Ten Thousand Dollars (\$10,000.00) for Property Brokers or Twenty Five Thousand Dollars (\$25,000.00) for Household Goods Brokers.

8. Trustee shall immediately give written notice to the FMCSA of all lawsuits filed, judgments rendered, and payments made under this trust agreement and of any failure by Trustor to replenish the trust fund as required herein.

9. This agreement may be canceled at any time upon thirty (30) days written notice by the Trustee or Trustor to the FMCSA on the form printed at the bottom of this agreement. The thirty (30) day notice period shall commence upon actual receipt of a copy of the trust fund agreement with the completed notice of cancellation at the FMCSA's Washington, DC office. The Trustee and/or Trustor specifically agrees to file such written notice of cancellation.

10. All sums due the Trustee as a result, directly or indirectly, of the administration of the trust fund under this agreement shall be billed directly to Trustor and in no event shall said sums be paid from the corpus of the trust fund herein established.

11. Trustee shall maintain a record of all financial transactions concerning the Fund, which will be available to Trustor upon request and reasonable notice and to the FMCSA upon request.

12. This agreement shall be governed by the laws in the State of FLORIDA, to the extent not inconsistent with the rules and regulations of the FMCSA.

This trust fund agreement is effective the 8TH day of FEBRUARY, 2013, 12:01 a.m., standard time at the address of the Trustor as stated herein and shall continue in force until terminated as herein provided.

Trustee shall not be liable for payments of any of the damages hereinbefore described which arise as the result of any contracts, agreements, undertakings, or arrangements made by the Trustor for the supplying of transportation after the cancellation of this Agreement, as herein provided, but such cancellation shall not affect the liability of the Trustee for the payment of any such damages arising as the result of contracts, agreements, or arrangements made by the Trustor for the supplying of transportation prior to the date such cancellation becomes effective.

IN WITNESS WHEREOF, the said Trustor and Trustee have executed this instrument on the 8TH day of FEBRUARY, 2013.

TRUSTOR

TRUSTEE

Company Name ASAP TRANSPORT SOLUTIONS LLC

Name of Institution TRANSPORT FINANCIAL SERVICES, LLC

Address 15621 W 87TH STREET STE 107

Address 1517 WEST GARDEN STREET

LENEXA, KS 66219

PENSACOLA, FL 32502

Telephone No. 913-226-0451

Telephone No. 877-249-8578

CHRISTOPHER STEELE

THOMAS GUTHRIE, TRUST ADMINISTRATOR

(Print Name)

(Print Name)

Christopher Steele Owner

Thomas B. Guthrie

(Signature and Title)

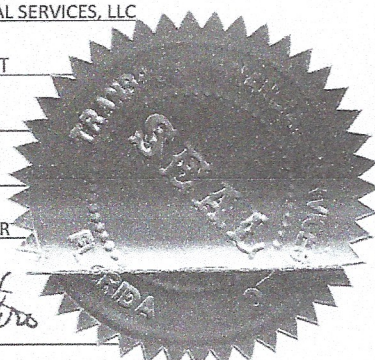
(Signature and Title)

Witness

Witness

[Signature]

[Signature]



Only financial institutions as defined under 49 CFR 387.307(c) may qualify to act as Trustee. Trustee, by the above signature, certifies that it is a financial institution and has legal authority to assume the obligations of Trustee and the financial ability to discharge them.

NOTICE OF CANCELLATION

THIS IS TO ADVISE THAT THE ABOVE BROKER TRUST FUND AGREEMENT EXECUTED ON THE _____ DAY OF _____ IS HEREBY CANCELED AS SECURITY IN COMPLIANCE WITH THE FMCSA SECURITY REQUIREMENTS UNDER 49 U.S.C. 13906(B) AND 49 CFR 387.307, EFFECTIVE AS OF THE _____ DAY OF _____, 12:01 A.M. STANDARD TIME AT THE ADDRESS OF THE TRUSTOR, PROVIDED SUCH DATE IS NOT LESS THAN THIRTY (30) DAYS AFTER THE ACTUAL RECEIPT OF THIS NOTICE BY THE FMCSA.

DATE SIGNED

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF TRUSTEE