



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

Email: billing@asaptransportsolutions.com

ASAP TRANSPORT SOLUTIONS, LLC. COMPANY PROFILE

Dear Shipper Partner,

ASAP Transport Solutions, LLC is an established freight brokerage and logistics provider operating in North America. **ASAP Transport Solutions, LLC** was established to serve our core customer base through providing quality transportation solutions with established motor carriers.

Enclosed you will find the forms and documents necessary to review our company and become a qualified partner with **ASAP Transport Solutions, LLC**

RETURN ALL PAPERWORK TO FAX: (888) 519-1347

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Email: dispatch@asaptransportstolutions.com

Dispatch Contact
Name: Ryan Moyer
Telephone: (913) 370-4889
Facsimile: (888) 519-11347
ryan.moyer@asaptransportsolutions.com

Emergency Contact (if N/A above)
Name: Chris Steele
Telephone: (913) 526-1735
Email: chris.101@asaptransportsolutions.com

Operations Hours: Central Time
Monday - Friday (8:00 AM – 5:00 PM)

Brokerage Information
MC # 815288
FEIN # 46-1400565

Banking Information
Bank of America
12345 W 95th. St.
Lenexa, KS 66215
Account #: 518006566425
Routing # (Paper & Electronic): 101000045
Routing # (Wires): 026009593
Contact: Ernesto Jaramillo
Phone: (913) 748-4476

Surety Bond
Transport Financial Services
Telephone: (850) 433-2294
<http://www.transportfinancialservices.com>



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PROPERTY BROKER – SHIPPER TRANSPORTATION AGREEMENT

THIS agreement, "**AGREEMENT**", made and intended to be effective this (the) _____ day of _____, 20____ by and between A.S.A.P. Transport Solutions, LLC located at (15621 W. 87th. St. Pkwy, Suite 107, Lenexa KS 66219) ("BROKER") and _____ ("SHIPPER"), having offices at _____ collectively, the "PARTIES".

RECITALS

- a) WHEREAS BROKER warrants that it is licensed as a Property Broker by the Federal Motor Carrier Safety Administration (FMCSA) in Docket Number **MC- 815288**, and as a licensed broker, arranges for freight transportation. A copy of BROKER's authority is attached as Appendix A and a copy of BROKER's Surety Bond or trust fund agreement is attached as Appendix B; and
- b) WHEREAS SHIPPER, to satisfy some of its transportation needs, desires to utilize the services of BROKER to arrange for transportation of SHIPPER's freight; and
- c) WHEREAS BROKER desires to perform property brokerage services for Shipper, subject to the terms and conditions set forth below;

NOW THEREFORE, intending to be legally bound, BROKER and SHIPPER agree as follows:

The term of this Agreement shall be for one (1) year and shall automatically be renewed for successive one (1) year periods; provided, however, that this Agreement may be terminated at any time by giving ten (10) days prior written notice to the other party.

Broker represents and warrants that it is duly and legally qualified to operate as a property Broker and to provide the transportation services contemplated herein. Broker 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.

Shipper shall tender certain shipments, from time to time, to Broker. The charges and rates for each shipment shall be provided in a rate agreement. The parties agree that the charges invoiced by Broker shall be the agreed upon contract rate of the parties for the services provided, unless such payment is objected to by Shipper within ten (10) days of the invoice date. Shipper agrees to pay Broker within fifteen (15) days of receiving the invoice. Interest will accrue after 30 days of an unpaid invoicing at a rate of (1.5%). Shipper shall also be liable for any expenses, including attorney fees, Broker incurs in collecting its rates and charges.

Broker shall defend, indemnify and hold harmless Shipper from any loss or damage, including loss, damage or injury to persons or property, that 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. Shipper shall defend, indemnify and hold harmless 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 Shipper's negligent acts or omissions.



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PROPERTY BROKER – SHIPPER TRANSPORTATION AGREEMENT

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 Shipper neither exercises nor retains any control over Broker, its operations, agents or employees in any manner whatsoever.

Broker shall make reasonable efforts to place Shipper's loads with responsible carriers for the purposes of transporting the loads with reasonable dispatch under the direction of 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 Shipper.

In the event of a cargo loss, damage or shortage claim, Shipper agrees to notify Broker immediately by phone and to subsequently submit to 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. 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 Shipper, Broker shall assign its rights against the carrier to 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.

Unless otherwise agreed in writing, all shipments tendered shall be accepted on a bill of lading acceptable to 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 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.

Broker agrees to notify Shipper of any accident or other event which prevents carrier from making a timely or safe delivery.

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 Shipper under this 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 Kansas. 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 Kansas.



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PROPERTY BROKER – SHIPPER TRANSPORTATION AGREEMENT

The language of this Agreement shall be construed according to its fair meaning and shall not be construed against the party or parties drafting it.

This Agreement, including all Appendices and Addenda, constitutes the entire agreement intended by and between the PARTIES and supersedes all prior or contemporaneous agreements, representations, warranties, statements, promises, information, arrangements, and understandings, whether oral, written, expressed or implied, with respect to the subject matter hereof. 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, the PARTIES hereto have caused this Agreement to be executed in their respective names by their fully-authorized representatives as of the dates first above written.

A.S.A.P. Transport Solutions, LLC
OFFICER NAME, Chris Steele
Signature: _____
Date: ____ / ____ / _____

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



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CREDIT APPLICATION

Applicant Legal Name							Federal ID #
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Trade Name (if different)							
Billing Address				Physical Address			
City		ST	Zip	City		ST	Zip
Phone		Fax		Web Address			
Contact		Title		E-mail		Cell	
Type of Business (Please check one): <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Other _____				Description of Business			
Business Start Date		# of Employees		Approx. Annual Sales		Approx. Net Worth	
Limit Requested		Sales Tax Exempt? Yes No		A/P Contact			
		<i>If yes, attach exemption certificate</i>					

Principals - Names of Officers, Partners, Owners, Guarantors (attach additional sheets if necessary)

Full Name	Title	Residence Address	Residence Phone	% Interest

Bank/Finance Co. Reference

Name	City, State	Contact	Phone #	Account #	Type
Has the business or any Principle ever declared Bankruptcy			Yes No	Date Declared	
Does the business or any Principle have any outstanding liens or judgments			Yes No		

Trade References

Name	City, State	Contact	Phone #	Fax #



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CREDIT APPLICATION

Insurance Co.

Name	City, State	Contact	Phone #	Fax #
Can we contact your agent on your behalf?		Yes	No	

Special Billing Instructions

Purchase order required? Yes No	If verbal are names instead of numbers allowed?
If yes, Written or Verbal	Yes No
Who is allowed to charge?	
Other requirements?	

TERMS & CONDITIONS OF CREDIT & SALES:

Customer agrees to pay for goods, services, and other items charged to its open account upon receipt of each invoice. Payment is past due if not received by **COMPANY NAME.**, within 30 (thirty) days of the date of invoice. Past due Invoices are subject to a service charge of 1.5% per month (18% APR). It is further agreed that the customer will pay all costs of collection, including attorney fees, should this account require legal proceedings to enforce payment.

The undersigned warrants that all information is correct. It is understood and agreed that the undersigned specifically consents to **COMPANY NAME.**, investigation of the applicant's credit history and may utilize credit reporting services for information on the applicant. The undersigned hereby authorizes the bank and trade references listed to release the information necessary to assist **COMPANY NAME.**, in establishing a line of credit.

CONTINUING PERSONAL GUARANTY:

In consideration of the extension of business credit for goods and services obtained by the above designated Applicant from **COMPANY NAME.**, and as an inducement to make such extension, the undersigned jointly, severally, irrevocably and unconditionally agree(s) to (1) the terms and conditions set forth in this agreement, which are hereby fully incorporated herein by this reference; and (2) guarantee(s) the payment of any and all indebtedness, including advances, debts, obligations, and liabilities now existing or hereafter made or incurred, together with such costs and expenses, including reasonable attorney's fees, as may be incurred by **COMPANY NAME.**, in the enforcement of this Guaranty, whether or not suit is commenced. The undersigned further indemnify (ies) and holds harmless **COMPANY NAME.**, from any loss, damage, and/or expense caused by or arising out of default of or failure to pay by CUSTOMER. This continuing guaranty shall not be revoked except by written notice to **COMPANY NAME.**, requesting that **COMPANY NAME.**, not make any further sales and deliveries on the security of this Guaranty and until the expiration of five (5) days after such notice shall have been received by **COMPANY NAME.**, by registered mail, return receipt requested. Any revocation shall be effective only with respect to merchandise shipped or delivered after the expiration of said five-day period, and shall not affect in any respect liability incurred by the undersigned prior to that time.

The undersigned, and each of them, agree(s) to be bound by all terms and conditions contained in this Credit Agreement and in the invoices issued hereunder which are incorporated by this reference as though fully set forth in full.

Printed Name _____ **Signature** _____



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CREDIT TERMS & CONDITIONS

- 1) Credit terms are: net due within 21 days; interest of 1.5% per month (18% annually) on any balance more than 30 days old. Shipper shall be liable for reasonable attorney's fees and court costs in the event of litigation to collect on the account. The forum state shall be exclusively Kansas. Venue shall be exclusively in Johnson County and shall include any alternative dispute resolution proceedings. Kansas shall govern all matters. Payment of freight charges shall be made notwithstanding any claim for loss, damage or theft of cargo.
 - a. SHIPPER appoints **ASAP Transport Solutions, LLC** its agent to receive SHIPPER'S goods from SHIPPER'S customer or to pick up goods for SHIPPER, wherever **ASAP Transport Solutions, LLC** Delivers same or causes same to be delivered or where SHIPPER is carrying on a business activity, is conclusively presumed to be the agent of the SHIPPER for the receipt of said goods for the customer. **ASAP Transport Solutions, LLC** retains a lien on the goods sold to the CUSTOMER and the proceeds from the sale thereof until the invoice for goods and services is paid.
- 2) These Terms and Conditions are not subject to cancellation, modification or waiver unless agreed in writing by **ASAP Transport Solutions, LLC** and SHIPPER.
- 3) Any dispute as to any invoice on SHIPPER'S account with **ASAP Transport Solutions, LLC** must be made in writing within thirty (30) days of receipt of the invoice or the dispute is waived and payment of the invoice shall be due without any credit for any payment offset or claim. All notices relative hereto must be in writing with proof of delivery by Registered Mail or Certified Mail, Return Receipt Requested.



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CREDIT CARD AUTHORIZATION

Date: ____ / ____ / ____ **Invoice Ref. #** _ _____

Card Holder Name: _____

Credit Card Visa Master Card AMEX Discover

Card # _____

Expiration Date: _____ **CVV Code:** _____

Billing Address: _____

City: _____

State: _____ **Zip Code:** _____

Phone: (____) _____ - _____

Authorize: I authorize **ASAP Transport Solutions, LLC** to charge my credit card in the amount of:

\$ _____ USD (U.S. Dollars)

Printed Name: _____

Signature: _____

I understand full payment of our Monthly Statement is Due Upon Receipt. The Terms of Payment are 15 Days After Receipt of Statement. Accounts in arrears of 45 Days After Receipt of Statement will be charged to your Credit Card. Please provide your Corporate or Private Credit Card Information to be securely filed with us.

I authorize **ASAP Transport Solutions, LLC** to charge my credit card for the outstanding/current balances owed on freight bills. All payments are subject to a 4% card processing fee. I further understand that this authorization allows **ASAP Transport Solutions, LLC.**, to also charge my credit card for any unpaid freight invoices pertaining to my account for a twelve-month period starting from today's date.