Dear Carrier Applicant:

Thank you for your interest in becoming an approved carrier for Knight Brokerage, LLC. We offer excellent opportunities for you to grow your business through Knight Brokerage’s competitive rates and prompt settlement. To quickly move the approval process along, please note the following:

*Please provide the following items to complete the set up process:

1. **VERY IMPORTANT:** Your Insurance Agent must “SIGN” the proof of “Insurance Certificate”, with us listed as a cert holder, and INCLUDE a SEPARATE LIST OF ALL POLICY EXCLUSIONS and email it directly to:

   brokeragecarriers@knighttrans.com. (See our page #7 identified as Exhibit “A”). Carrier cannot perform services prior to receipt of this document from the insurance company.

2. Fill out Our “Carrier Profile Page” as completely as possible (our page #1).

3. “Brokerage Agreement” Initial and return all pages of the contract. Signature page (our page #6) should be completed and signed by either OWNER, PRESIDENT, VP, CEO, or Director of Operations, NOT Dispatcher.

4. Please Fax the “Transportation Brokerage Agreement”, “W-9”, & “Authority Letter” to: (800) 317-4093.

5. If you are a “Dispatcher” or an “Agent” for a company, we require a “Power of Attorney” letter with the owner’s signature. We can provide a form if needed.

If there are any questions please feel free to contact our carrier relations specialist at 866-500-5623. Thank you for your interest in Knight Brokerage LLC.

**Please Note Our New Location:**

Knight Brokerage, LLC
20002 N. 19th Avenue
Phoenix, AZ 85027

Toll Free: (866) 500-5623
Fax: (800) 317-4093

Proud member of:

[Images of logos]
Knight Brokerage - Carrier Profile

COMPANY NAME: ___________________________ DATE: ___________________________

MC# ___________________ SCAC: __________ Tax ID # _____________________________

DBA: ___________________________

PHONE: ___________________________ ALT PHONE: ___________________________

FAX #: ___________________________ EMAIL: ____________________________

PHYSICAL ADDRESS: ___________________________ REMIT TO ADDRESS: FACTORING [ ] YES [ ] NO

______________________________________________________________

______________________________________________________________

___________________________________________________

NUMBER OF TRAILERS: Dry Van: _______ 
Reefer: _______ CARB Certified: _______

Intermodal: _______ (requires Knight Intermodal Contract) 
Flatbed: _______ Tanker Endorsed Drivers: _______

Power Only: _______ (requires Trailer Interchange Agreement.) 
Teams: _______ Other: _____________________________

Restricted Commodities: ___________________________

CONTACT 1

Name: ___________________________ Phone: ___________________________

Email: ___________________________ Email: ___________________________

MINORITY OWNED: [ ] Woman / Certification # ______________ [ ] Minority / Certification # ______________

SMARTWAY CARRIER: [ ] YES [ ] NO

ALCOHOL / LIQUOR PERMITS: [ ] YES [ ] NO

OVERSIZE / DIM PERMITS: [ ] YES [ ] NO

HAZARDOUS MATERIALS: [ ] YES [ ] NO

TWIC STATUS: All Drivers / Some Drivers / None 

CARB CERTIFIED CARRIER: [ ] YES [ ] NO

***Are you interested in learning about the U-Knighted Trucker Revolution program that provides up to 10 cents Fuel Discounts, and Used Equipment Discounts?

If yes, who should we contact? ___________________________

PREFERRED LANES: ___________________________

States you have REGULAR OUTBOUND NEEDS:

[ ] CONTINENTAL

[ ] AK [ ] CO [ ] GA [ ] KS [ ] ME [ ] MT [ ] NJ [ ] OK [ ] SD [ ] VT

[ ] AL [ ] CT [ ] IA [ ] KY [ ] MI [ ] NC [ ] NM [ ] OR [ ] TN [ ] WA

[ ] AR [ ] DC [ ] ID [ ] LA [ ] MN [ ] ND [ ] NV [ ] PA [ ] TX [ ] WI

[ ] AZ [ ] DE [ ] IL [ ] MA [ ] MO [ ] NE [ ] NY [ ] RI [ ] UT [ ] WV

[ ] CA [ ] FL [ ] IN [ ] MD [ ] MS [ ] NH [ ] OH [ ] SC [ ] VA [ ] WY

[ ] MEXICO [ ] CANADA

NOTE: If your company requests an advance and you are factoring, you must provide Knight Brokerage, LLC a release letter, or the advance will not be issued. The release letter must come directly from the factoring company, be on the factoring company’s letterhead, and be signed by the factoring company. Knight Brokerage, LLC will endeavor to recognize any limitations requested above.
TRANSPORTATION BROKERAGE AGREEMENT
(Consolidated)

THIS TRANSPORTATION BROKERAGE AGREEMENT (Consolidated), including Appendix A and any subsequent appendices, addenda, exhibits or schedules (together, the "AGREEMENT"), is made and entered on __________, 20__ by and between ____________________________________________ ("CARRIER") and Knight Brokerage, LLC ("BROKER").

RECAPITALS

WHEREAS, CARRIER is a motor carrier of property duly authorized by all applicable state, provincial, or federal authorities to provide compensated contract carriage of property for shippers (sometimes herein "consignors") and receivers (sometimes herein "consignees") of regulated and non-regulated property, and provides transportation services and related services in the U.S. and, where applicable, Canada.

WHEREAS, BROKER is a transportation broker, duly authorized by the U.S. Department of Transportation ("DOT"), to arrange for the transportation of property by contract motor carriers on behalf of shippers and receivers.

WHEREAS, CARRIER recognizes the special, distinct, varying and continuing transportation needs of BROKER and its customer base of shippers and receivers, and in order to serve a portion of those transportation needs, CARRIER desires to provide contract carriage and related services to BROKER pursuant to the terms of this AGREEMENT.

AGREEMENT

1. EFFECTIVE DATE AND TERM. This AGREEMENT is to become effective on the date first written above, or to the extent applicable, upon the date which CARRIER and BROKER commenced doing business together, whichever is earlier, and shall remain in effect for a period of one year from such date, and shall automatically renew from year to year thereafter, subject to the right of either party to terminate this AGREEMENT at any time upon thirty (30) days advance written notice to the other party.

2. SCOPE OF AGREEMENT. This AGREEMENT shall govern any and all shipments tendered to CARRIER by BROKER (or upon BROKER'S instructions), and accepted by CARRIER, whether regulated or non-regulated, property, in interstate, intrastate, or international transportation. Any rates, charges, liability limitations, classifications and/or rules in tariffs filed or published by CARRIER shall not apply to any such shipment unless they are specifically identified and incorporated herein. This Agreement does not bind either party to mutually exclusive services with each other. Both the BROKER and CARRIER understand and agree that BROKER will enter into similar agreements with other carriers, and CARRIER may enter into similar agreements with other brokers and/or shippers.

3. STATUS OF PARTIES. The relationship of CARRIER to BROKER shall, at all times, be that of an independent contractor. Nothing herein shall be construed as establishing an agency, partnership, joint venture, hiring or any form of employer-employee relationship between BROKER and CARRIER. Neither party shall be responsible for any debts, obligations or liabilities incurred by the other in performance of its business activities, except as expressly provided herein. Notwithstanding the foregoing provisions, BROKER shall be the agent for the CARRIER for the limited and express purpose of billing and collecting freight charges and fees from shippers and receivers, and CARRIER hereby appoints BROKER as its agent for such express and limited purpose. CARRIER further 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 status as a property broker nor CARRIER's status as a motor carrier.

4. FREIGHT RATES. For all shipments tendered by BROKER and accepted by CARRIER under this AGREEMENT, the rates, charges, and fees for the transportation and services shall be set forth in a Load Confirmation Sheet in a form provided by BROKER. Such rates and charges may be established or amended verbally (by telephone or other means) in order to meet specific shipping schedules, but such verbal agreements shall be confirmed in writing prior to loading of CARRIER'S truck with the property for transportation. Such written Load Confirmation shall include the charges for the shipment and shall also contain, as applicable, the conditions and any additional or accessorily services required to be performed. The Load Confirmation shall be sent by BROKER to CARRIER via computer generated facsimile transmission (FAX); electronic mail (EMAIL) or, alternatively by First-Class Mail prior to loading a load. CARRIER represents and warrants that there are no other applicable rates or charges applicable to the transportation, including those contained in any tariff, terms and conditions, or bill of lading, except those established in this Agreement or any Load Confirmation. For all shipments tendered by broker and accepted by carrier under this agreement, all detention, accessorial, and/or additional charges assumed by the carrier must be immediately reported as they occur. Such charges and fees may be established verbally in order to meet specific shipping schedules, but must be confirmed in writing within 24 hrs, via fax or email, in order to receive compensation. Failure to do so may result in exclusion from or reduction of compensation. CARRIER agrees and acknowledges that that CARRIER'S dispatchers and other personnel are authorized to enter into Load Confirmations with BROKER.

5. PAYMENT. BROKER shall pay CARRIER for the transportation of property under this AGREEMENT in accordance with the shipping rates as established herein or in any Load Confirmation, said payment to be made not later than twenty-one (21) days from receipt by BROKER of CARRIER'S Load Confirmation, uncontested invoice, bill of lading, and documentation of proof of delivery covering such transportation and services. In the event that after shipment of property under this AGREEMENT the party
responsible for payment of freight charges and fees becomes bankrupt, or for any reason defaults on its obligation to pay BROKER for freight charges and fees which BROKER has already paid to CARRIER, CARRIER agrees that all its right, title and interest in such charges and fees shall be, and hereby are, transferred and assigned to BROKER for purposes of collection and recovery from the responsible party(s). CARRIER agrees that BROKER has the exclusive right to handle all billing and freight charges to BROKER’S customers for the transportation services provided herein, and, as such, CARRIER agrees to refrain from all collection efforts against the shipper, receiver, consignor, consignee, or BROKER’S customers. CARRIER shall furnish, if capabilities exist, transmissions of data elements (“EDI”) on each shipment and receipt in the specified format, as well as similar data elements for automated payment of freight bills.

6. SERVICES. Subject to the availability of suitable equipment for the property tendered for transportation, and subject to the specific shipment instructions, CARRIER shall provide motor transportation services for the property, including, as applicable, the following specialized services: providing dedicated or assigned motor vehicles and/or refrigerated, containerized, bulk, and other specialized equipment; providing short notice driver/equipment availability to service the needs of BROKER and its customers; performing driver loading/unloading/counting/verification for tendered shipments; providing loading/delivery scheduling, detention, overnight and weekend layover; providing less-than-truckload or truckload services; providing variable traffic/shipment levels; protective services; stops and transits; direct dispatch; drop shipments; internal deliveries; weekends/holiday shipments and deliveries; pooling or spotting trailers; priority traffic and expedited services; and special credit payment terms. CARRIER shall bill all charges for such services directly to BROKER. CARRIER shall provide BROKER with copies of signed Bills of Lading and delivery receipts as evidence of such services.

7. BILLS OF LADING. CARRIER shall issue a Bill of Lading, in its own name, showing the kind, condition and numerical quantity of the property received and delivered by CARRIER at the loading and unloading points. CARRIER shall assume full and complete responsibility and liability for any and all loss and/or damage to, or delay of, any shipment of property while in the possession or control of CARRIER, provided, however, that when the terms and conditions specified in this AGREEMENT are different from the terms and conditions contained in the Bill of Lading, then the terms and conditions of this AGREEMENT shall prevail.

8. EQUIPMENT & LABOR. CARRIER, at its sole cost and expense, shall furnish all equipment required for transportation and services hereunder and shall maintain all equipment in clean condition, good repair and working order, and meet all minimum DOT vehicle standards. CARRIER shall employ only competent and properly licensed personnel, who shall be well-trained in the care, safety procedures applicable to shipments being handled and transported.

9. COMPLIANCE WITH LAW. CARRIER shall comply with all applicable DOT laws and regulations as well as any other federal, state, and provincial laws, regulations and ordinances applicable to the operations of a motor carrier. On behalf of shipper, consignee and broker interests, to the extent that any shipments subject to this Agreement are transported within the State of California r on refrigerated equipment beginning January 1, 2013, CARRIER warrants that it shall only utilize equipment which is in full compliance with the California Air Resources Board (ARB) TRU ACTM in-use regulations and shall provide proof of CARRIER’S compliance upon request from BROKER. CARRIER shall be liable to BROKER for any penalties, or any other liability, imposed on BROKER because of CARRIER’S use of non-compliant equipment.

10. SAFETY & COMPLIANCE STATUS. CARRIER will endeavor to maintain, at all times during this Agreement, a “Satisfactory” DOT rating if CARRIER’S safety has been rated by the DOT. If CARRIER provides transborder or domestic transportation services in Canada, CARRIER will endeavor to maintain a safety rating that is “Satisfactory-Unaudited”, “Satisfactory”, or “Excellent” in Ontario, or a “Satisfactory” safety rating issued by the Canada provincial transport boards or ministries of other Canada provinces in which CARRIER operates if CARRIER has been audited by such authority. If, at any time during this Agreement, CARRIER’S safety rating issued by any applicable authority is amended or changed to, or in the case of an initial rating, is first assigned as “Conditional” or “Unsatisfactory”, CARRIER will endeavor to maintain, at all times during this Agreement, a “Satisfactory” rating. Upon such notice or if BROKER independently determines that CARRIER has been issued a less than satisfactory safety rating, an out-of-service order, or has an unacceptable CSA SMS Rating, BROKER may elect to immediately terminate this AGREEMENT at BROKER’S sole discretion. In the event that BROKER decides not to terminate this AGREEMENT pursuant to a “Conditional” rating or if CARRIER has never been issued a rating, BROKER may elect, at its sole discretion, to continue using CARRIER’S services under this Agreement provided that CARRIER’S CSA scores maintained by the DOT are within acceptable limits according to BROKER’S internal policies and procedures.

11. SUBCONTRACT PROHIBITION. CARRIER shall not re-broker, co-broker, subcontract, assign, interline, or transfer the transportation of shipments hereunder to any other persons or entity conducting business under a different operating authority, without prior written consent of BROKER. If CARRIER breaches this provision, BROKER shall have the right of paying the monies it owes CARRIER directly to the delivering carrier, in lieu of payment to 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 Par. 13, CARRIER will be liable for consequential damages for violation of this provision.

12. INSURANCE. During the term of this Agreement, CARRIER shall procure and maintain, at its sole cost and expense, the following minimum insurance coverages with properly licensed and reputable insurance companies.

A) Commercial Automobile Liability Insurance for “any auto” or for “scheduled and hired autos” with the minimum combined single limit for bodily injury, death and property damage of $1 million per occurrence (or $5 million if required by the
DOT under 49 C.F.R. Part 387 for the transportation of certain hazardous substances) covering all vehicles owned or used by CARRIER in performing the services set forth in this Agreement.

B) All Risk Board Form Motor Truck Cargo Legal Liability Insurance in an amount equal to the full value of the property to be transferred by CARRIER under the Agreement, but in no event less than $100,000 per occurrence. Such cargo liability policy must include coverage for unattended vehicles, employee theft and dishonesty, and shall have no other exclusions or restrictions of any type that would foreclose preclude coverage related to any cargo loss, damage, or delay claim.

C) Statutory Worker’s Compensation Insurance as required by applicable state law, and employer liability coverage in the amount of $500,000 per occurrence.

D) Any other insurance or surety bond as agreed upon by CARRIER and BROKER from time to time to meet special insurance requirements of BROKER’S customers or as may be required under the laws, ordinances, and regulations of any governmental authority. At all times during the terms of this Agreement, CARRIER shall comply with the financial responsibility requirements of federal, state, and provincial departments and agencies through which it is regulated and authorized to operate.

E) Prior to performing services under this Agreement, CARRIER shall furnish to BROKER written certificates obtained from CARRIER’S insurance provider showing that the insurance coverages required in this Agreement have been procured, are being properly maintained, stating the expiration date, and specifying that written notice of cancellation or modification of the policy shall be given to BROKER at least thirty (30) days prior to such cancellation or modification. Upon request, CARRIER shall provide BROKER with copies of all applicable insurance policies. CARRIER’S cargo and liability insurance shall comply with DOT requirements in all respects, with no exclusions, exceptions, or restrictions.

13. INDEMNIFICATION. To the maximum extent provided by law, CARRIER shall defend, indemnify and hold BROKER and its shipper and receiver customers harmless from any and all liability and/or claims arising from CARRIER’S breach of this AGREEMENT, for loss or damage to any property in the possession and/or control of CARRIER arising from the transportation and services provided by CARRIER under this AGREEMENT, and for any and all liability and/or claims for personal injury or death or property damage arising out of the acts or omissions of CARRIER or its employees, agents, or contractors in providing transportation and services hereunder. CARRIER’S obligation shall include liability for payment of any and all costs and/or fees incurred by BROKER in the adjustment or defense of any claim for cargo loss or damage and/or claim for personal injury or death or property damage arising out of transportation operations and services under this AGREEMENT. CARRIER agrees that its obligation to defend, indemnify and hold harmless the BROKER and its shipper and receiver customers from and against any and all claims and liabilities resulting from or arising out of transportation operations and services under this AGREEMENT shall survive any termination of this AGREEMENT.

14. CONFIRMATION IN WRITING. This Agreement may be executed by BROKER and CARRIER executing separate identical counterparts, which together shall constitute one agreement. BROKER and CARRIER may execute this Agreement (or a counterpart) with an original signature or facsimile signature. Any execution by facsimile signature shall be as effective as execution with original signature.

15. SHIPMENTS PRODUCING CLAIMS, REJECTIONS, ETC. When a shipment is partially or wholly refused or rejected by the receiver, or CARRIER is unable to deliver it for any reason, CARRIER shall notify BROKER and the shipper in order to receive disposition instructions. Until such disposition instructions are received, CARRIER must place the shipment in a public warehouse under BROKER’S name or in its terminal or storage facility under reasonable security and provide written notice of such act to BROKER and shipper. CARRIER shall have no right to sell, auction or otherwise dispose of any property subject to this agreement which is undeliverable, without first providing written notice of intent to do so to BROKER and to shipper at least 30 days in advance of such sale, auction or other disposition. In the event of any such sale or auction, CARRIER shall hold the proceeds thereof in trust for BROKER and shipper.

16. LIABILITY FOR CARGO CLAIMS. CARRIER shall maintain the sole and exclusive care, custody, and control of all shipments from the time the shipment is delivered to CARRIER for transportation until delivery to the consignee accompanied by the appropriate delivery receipt as specified in this Agreement. CARRIER assumes the liability of a common carrier (i.e. Carmack Amendment liability under 49 U.S.C. §14706) for any loss, delay, damage to or destruction of any and all shipments while under CARRIER’S care, custody, and control. CARRIER’S liability under this Agreement for any cargo claims shall be the full value of the property, meaning its replacement cost as established by trade sale or other invoice documentation, plus any additional transportation cost or incidental expenses that may be incurred by BROKER or its customer.

17. NO LIENS. CARRIER shall have no right to assert any lien on or against any property transported under this AGREEMENT. However, should a shipper or consignee notify BROKER of a claim for loss or damage to property transported hereunder, CARRIER agrees that BROKER and shipper or consignee shall have the right to set-off an amount sufficient to cover such claim and to deduct and withhold such amount from any payments due to CARRIER.

18. NON-SOLICITATION COVENANTS. CARRIER and BROKER agree that BROKER, at great expense and effort, has developed a broad customer base of shippers, receivers and vendors that is essential to the successful operations of the BROKER. CARRIER and BROKER agree that disclosure of the identity of one or more of BROKER’S said customers to CARRIER constitutes valuable consideration. During the term of this AGREEMENT and for a period of one (1) year from its termination, CARRIER shall not, directly or indirectly, solicit or do business of transportation or warehousing nature with any of BROKER’S customers who are serviced by CARRIER as a result of this AGREEMENT unless otherwise agreed to by BROKER in writing. Solicitation prohibited under this AGREEMENT means participation in any conduct, whether direct or indirect, the purpose of which involves transportation and/or handling of property by CARRIER for which CARRIER does, or did in the past, provide such services for that customer under arrangements first made or procured by BROKER. Solicitation includes conduct initiated or induced by CARRIER, or accepted by CARRIER upon inducement by BROKER’S customer. If CARRIER should perform
services of a transportation or warehousing nature for compensation for any BROKER customer without prior documented authorization from BROKER during the applicable time period in violation of this AGREEMENT, CARRIER shall pay to BROKER within ten (10) days of each such violation an amount equal to twenty-five percent (25%) of all revenues invoiced by CARRIER to the solicited customer, together with any and all costs of collection, including reasonable attorney fees, incurred by BROKER in enforcing this provision. BROKER shall identify its customers to CARRIER as each first load from each customer is tendered to CARRIER. CARRIER’S acceptance of the load will acknowledge that this new customer is a BROKER customer. CARRIER has ten (10) days after such “first load” is accepted by CARRIER to challenge, in writing, why the customer should not be considered a BROKER customer. In any case of challenge, BROKER and CARRIER will agree in writing exactly how this customer will be handled.

19. **RESOLUTION OF DISPUTES.** The parties consent and agree to the exclusive jurisdiction of the federal or state courts of Arizona in any action under this Agreement and that any such court in Arizona will be an appropriate forum for such action. Proceedings based upon loss, damage, injury or delay to property transported pursuant to this AGREEMENT shall be initiated within two (2) years from the later of the dates on which the shipper or receiver claimant and the BROKER receive written notice of disallowance of claim from CARRIER.

20. **ENTIRE CONTRACT.** The provisions contained in this AGREEMENT properly express and memorialize the complete understanding and agreement between the parties, including those contained in all prior agreements, both verbal or written, and there are no other agreements or understandings between the parties, express or implied, except as set forth herein.

21. **AMENDMENTS.** This AGREEMENT may not be modified or amended except by a subsequent written amendment signed by both parties.

22. **WAIVERS.** Waiver by either party of any failure to comply with any provision of this AGREEMENT by the other party shall not be construed as or constitute a continuing waiver of such provision of a waiver of any other breach of or failure to comply with any other provision of this AGREEMENT. As allowed for under 49 U.S.C. § 14101 (b)(1), BROKER and CARRIER waive any rights and remedies specified in 49 U.S.C. IV Part B except for provisions governing registration, insurance, or safety fitness.

23. **NONASSIGNABILITY.** Both parties are expressly prohibited from assigning any of their rights or delegating any of their obligations under this AGREEMENT to any third parties (such as sub-haulers, sub-brokers and any other form of substituted person or entity), unless the express written consent to such assignment or delegation is first obtained from the other party.

24. **ELECTRONIC AND FAX COMMUNICATIONS; COMPUTER VIRUSES.** During the term of this Agreement, the parties anticipate that they will exchange materials and information in electronic form (collectively “Electronic Materials”) either through the other party’s websites, e-mail other electronic means (collectively “Electronic Connections”) and via fax. By providing their fax number and signing this Agreement herein below, each party consents to receiving communications via fax regarding all aspects of their relationship. BROKER and its affiliates take reasonable steps to protect Electronic Materials resident on its networks, stored in its electronic media, or available on its websites, and take reasonable steps to prevent harm arising from Electronic Connections. Due to the nature of Electronic Communications and the Internet, CARRIER and its affiliates do not provide, and expressly disclaim, any warranty (i) that Electronic Materials received by the CARRIER will be free of computer viruses or (ii) that Electronic Connections with the CARRIER will be free from harmful effects. It is the CARRIER’S responsibility (i) to take reasonable steps to protect Electronic Materials resident on its networks, stored in its electronic media, or available on its websites, (ii) to take reasonable steps to prevent harm arising from Electronic Connections, and (iii) to perform any anti-virus scanning, data backup, security, and other precautions reasonably necessary to safeguard against computer viruses, worms, and other intrusive or damaging code (collectively “Computer Viruses”) and other threats posed by Electronic Materials and Electronic Connections. Under no circumstances will BROKER or its affiliates be responsible for, and CARRIER hereby waves and releases BROKER and its affiliates from, any liability for any loss or damage caused by Computer Viruses, the CARRIER’S receipt of Electronic Materials from BROKER or its affiliates or Electronic Connections between BROKER and its affiliates and the CARRIER.

25. **BINDING EFFECT.** This AGREEMENT shall be binding upon and shall inure to the benefit of the parties and their representatives, successors and authorized assigns.

26. **SEVERABILITY.** If any provision of this AGREEMENT is determined by an Arbitrator or by a court of competent jurisdiction to be contrary to the laws or regulations of any applicable jurisdiction, then such invalid provision shall be severed from this AGREEMENT; however, such determination shall not affect the validity of any other provisions of this AGREEMENT.

27. **AUTHORITY OF REPRESENTATIVES TO BIND PARTIES.** It is agreed and warranted by the parties that the persons signing this AGREEMENT respectively for CARRIER and BROKER are authorized to do so. No further proof of authorization is or shall be required.

28. **COUNTERPARTS.** This AGREEMENT may be executed in any number of identical counterparts and each such executed counterpart shall be deemed a duplicate original hereof.

29. **NOTICES.** Any notices required or permitted to be given under this AGREEMENT shall be in writing and shall be sent by first class mail and by fax transmission. The mailed notices shall be addressed to the parties, respectively, at the address shown below, and the contemporaneously faxed notices shall be likewise transmitted to the facsimile numbers shown below.
IN WITNESS WHEREOF the parties have executed this AGREEMENT on the date written at the top of page 2.

<table>
<thead>
<tr>
<th>BROKER</th>
<th>CARRIER</th>
</tr>
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<tbody>
<tr>
<td>KNIGHT BROKERAGE, LLC</td>
<td>Company Name</td>
</tr>
<tr>
<td>20002 N. 19th Avenue</td>
<td></td>
</tr>
<tr>
<td>Phoenix, AZ 85027</td>
<td></td>
</tr>
<tr>
<td>Address of Principal Office</td>
<td></td>
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<tr>
<td>Fax Number: 800-317-4093</td>
<td>Fax Number:</td>
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<tr>
<td>Tax I.D. Number: 20-2936318</td>
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<td>Phoenix Office</td>
<td>Branch Office (If Applicable)</td>
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<td>Branch Office (If Applicable)</td>
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</tr>
<tr>
<td>Dave Jackson – President</td>
<td>Printed First &amp; Last Name, and Title</td>
</tr>
<tr>
<td>Printed Name and Title</td>
<td></td>
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X ___________________________  X ___________________________
Signature                                           Signature of Principal (see below)

**Please note** Knight Brokerage LLC contracts need to be signed by an OWNER, PRESIDENT, CEO, or VP, of the company to be valid, DISPATCH title NOT valid
URGENT!

ATTENTION INSURANCE AGENT – YOUR CUSTOMER IS SEEKING YOUR HELP!
THANK YOU FOR YOUR QUICK RESPONSE TO THIS TIME-SENSITIVE REQUEST!

To: _____________________________________________________________

Carrier’s Insurance Agent & fax #

Insured: __________________________________________________________

Carrier’s Company Name/Insured’s Name

Re: CERTIFICATE OF INSURANCE

Dear Insurance Agent,

Prior to Carrier’s performance of services for Knight Brokerage, Insurance AGENT MUST provide a signed Certificate of Insurance & email Copy of Insurance Policy Exclusions, Restrictions, and Exceptions on the above Insured. If no restrictions exist, AGENT shall submit document affirming NO EXCLUSIONS. The certificate should list the carrier’s coverage for Auto and Cargo with deductibles noted. Carrier will NOT be authorized to haul freight until both documents requested above have been received and reviewed.

- Per The Terms & Conditions of Knight Brokerage Transportation Agreement: No cargo insurance exclusions, exceptions or restrictions are allowed. The Insurance Agent Must Submit a List of Exclusions, Exceptions, or Restrictions contained in Carrier’s Policy (Including Any & All Cargo Commodity Restrictions).
- If SCHEDULED AUTOS box is checked, please provide list of covered vehicles.

1. U.S. Coverage – Knight Brokerage Requires:
   - Auto liability (minimum $1,000,000 policy—U.S. funds)
   - *General Liability (minimum $1,000,000 policy—U.S. funds) *Required by some of our Shipper/Customers
   - Cargo liability (minimum $100,000 policy—U.S. funds)
   - *Trailer Interchange (Minimum $30,000 policy—U.S. funds) *Required for POWER ONLY loads.
   - Worker’s Compensation and Employers Liability Insurance (statutory with minimum $500,000 EL policy—U.S. funds) – Where required by applicable state law.

Canadian Coverage – Knight Brokerage Requires:
   - Auto liability (minimum $2,000,000 policy – U.S. fund equivalent)
   - Cargo liability (minimum $200,000 policy – U.S. fund equivalent)
   - Worker’s Compensation Insurance (minimum $500,000 policy—U.S. fund equivalent) – Where required by applicable provincial law.

2. VERY IMPORTANT: Please list Certificate Holder:

   Knight Brokerage, LLC
   20002 North 19th Avenue
   Phoenix, AZ 85027

3. Please indicate whether cargo coverage is All Risk or Broad Form.

   Knight Brokerage checks for the most current A.M. Best Ratings for insurance companies and accepts only properly licensed and reputable firms. Should you have any questions, please call Knight Brokerage, LLC at (866) 500-5623.

   *AGENT: PLEASE FAX or EMAIL documents to:

   Fax: (800) 317-4093
   Email: brokeragecarriers@knighttrans.com
Summary of Exclusions, Separate Limits of Insurance and Special Conditions

<table>
<thead>
<tr>
<th>Insured: _____________________________</th>
<th>Policy No. _____________________________</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Agent Phone # (______)</td>
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</tbody>
</table>

Commodities **EXCLUDED** in CARGO Insurance

- Beer
- Wine
- Liquor
- Cigarettes/tobacco products
- Computers
- Electronics (TV, VCR, DVD, Radio, Stereo)
- Furs, or fur-trimmed products
- Garments, shoes or other wearing apparel
- Copper Wire & Products

Separate Limits of Insurance:

- No Separate Limits
- Commodity __________________ Limit __________________
- Commodity __________________ Limit __________________

Special Conditions/Exclusions:

- NO SPECIAL CONDITIONS
- Theft
- Unattended Vehicle
- Property on vehicle overnight
- Locked vehicle
- Geographical Exclusion
  - Indicate Territory __________________
  - Glassware
  - Leather Goods
  - Perfumes
  - Rayons
  - Silks
  - Textiles
  - Other ____________________________

Changes in policy:

In order to protect the best interests of all parties involved, please notify this company in writing within 24 hours of any changes to the insured’s cargo policy.

Policy Reviewed by:

<table>
<thead>
<tr>
<th>Printed Name</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<table>
<thead>
<tr>
<th>Signature</th>
<th>Company</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
FOR GETTING PAID

Note: Place the Knight Brokerage "Load Confirmation Sheet" as the 1st page of your paperwork when submitting documents. Please do not "highlight" on any of your paperwork.

/Documents needed: Load Confirmation; Bill of Lading; Invoice; Lumper Receipts)

FOR ALL ACCOUNTS PAYABLE QUESTIONS /ISSUES call (866) 500-5623 OPTION 5

Option 1 TransFlo Velocity:
(Most Preferred Method for sending documents)
Go to the link - www.transflownvelocity.com/download - install the program-use the Broker ID of KNBKV. For additional assistance with Transflo program - please contact Customer Support at 866-503-5707.

Option 2 - At Truck Stops – Use TransFlo: Use ID - KNBKV

Option 3 – Email To Knight Brokerage: brokerageap@knightbrokerage.com

Option 4 – Fax To Knight Brokerage: Fax #: 800-316-7685

Option 5 – Mail To Knight Brokerage: New Address Knight Brokerage LLC
20002 North 19th Avenue
Phoenix, AZ 85027
(Least Preferred Method)
Quick Pay Terms

Regular Quick Pay

<table>
<thead>
<tr>
<th>Range</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0 - $500</td>
<td>$20</td>
</tr>
<tr>
<td>$501 - $999</td>
<td>$30</td>
</tr>
<tr>
<td>$1,000 – Up</td>
<td>3% of the rate</td>
</tr>
</tbody>
</table>

Same Day Quick Pay

<table>
<thead>
<tr>
<th>Range</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0 - $500</td>
<td>$30</td>
</tr>
<tr>
<td>$501 - $999</td>
<td>$50</td>
</tr>
<tr>
<td>$1,000 – Up</td>
<td>5% of the rate</td>
</tr>
</tbody>
</table>

Regular Quick Pay Guidelines:

- Regular quick pay via physical check or direct deposit is processed and paid each Monday & Thursday and physical checks will be sent by overnight FedEx.
- Regular quick pay to U-Knighted EFS account holders will be processed and deposited to the account on Mondays and Thursdays.
- Cut off for requests for regular quick pay is 10:00am Monday and Thursday mornings.

Same Day Quick Pay Guidelines:

- To be eligible for same day quick pay via EFS money code, carriers must have a 3 load history with Knight Logistics.
- Carriers are eligible to receive same day payment before meeting the 3 load history criteria by enrolling in the U-Knighted Trucker Revolution fuel discount program and electing to have their payments deposited to their U-Knighted EFS account. The waiving of the 3 load history requirement is possible ONLY after Knight Logistics has confirmed delivery with the receiver.
- Cut off for requests for same day payment is 2:00pm and requests received after 2:00pm will be processed the following day.

Send your invoice to: 
brokerageap@knighttrans.com or 
Fax: 800-316-7685 
Transflo: KNBKV
TIRED OF BURNING UP ALL OF YOUR HARD EARNED PROFITS?

IT’S TIME TO FIGHT BACK!!!

- Receive up to 10 cents per gallon discount off CASH posted prices NATIONWIDE
- GUARANTEED 8 cents discount on every gallon just for being a member
- Over 850 truck stops nationwide within the Love’s, Pilot, and Flying J network
- NEVER pay credit prices again!!!
- Fuel Tax Reporting Online
- Control, monitor, and manage driver transactions online
- NO CONTRACT!!!
- NO SIGN UP OR MONTHLY FEES!!!

START SAVING $$$ TODAY!!!
CALL 888-557-0777
u-knighted@knighttrans.com
uknightedtruckers.com

WEBSITE rev 06/1/14
CANSADO DE QUEMAR SUS GANANCIAS TRABAJADAS?

ES HORA DE PELEAR PARA ATRAS!

- Potencial de recibir descuento de 10 centavos/galón
- GARANTIZAMOS 8 centavos de descuento/galón sólo por ser un miembro
- Más de 850 paradas para recibir descuento en todo el país reposando con Loves, Pilot y Flying J
- Tú Pagas Precios de Efectivo además con los descuentos!
- Reporte para sus Impuestos del combustible por internet
- Controla, monitorea, y manejar las transacciones de los choferes por internet
- NO CONTRATOS!!!
- NO REGISTRO O CUOTAS MENSUALES!!!

LLAME AL 888-557-0777
Contáctenos : u-knighted@knighttrans.com
Visitar: uknightedtruckers.com
EMPIEZA AHORRAR $$$ HOY