



Transport Services Provider Information Form

Please complete this entire form. All fields are required unless otherwise specified.

I. COMPANY INFORMATION

DBA Name (if applicable) _____

Company Name Legal _____

Name _____

Physical Address:

Address 1 _____

Physical Address 2 (Optional) _____

City _____ State _____ Zip Code _____

Phone _____ Fax _____

II. AUTHORITY

MC Authority Number (if Common or Contract) _____ US DOT Number (Optional) _____

MC Authority Number (if Broker) _____

III. READY PAYMENT METHOD OPTIONS

Check One: New Carrier Setup Existing Carrier Modification/Change Request

Indicate how you would like to be paid from Ready Logistics. (Please check only ONE)

Comcheck Check ACH (Automatic Clearing House/Direct Deposit)
If you select ACH, complete the banking information below:

I certify that the information in this packet is complete, the information above is true and correct, and that I, as a representative for the above named company, am authorized to disclose, complete and or provide the information above requested in this packet.

Authorized Signer Printed Name _____

Authorized Signature _____ Date _____



Transport Services Agreement

This TRANSPORT SERVICES AGREEMENT (this "Agreement") is entered into as of this _____ day of _____, 20 __ (the "Effective Date"), between Ready Logistics an Arizona limited liability company ("Ready"), and a broker who is authorized by its customers to negotiate and arrange for transportation of their shipments in interstate commerce, with offices located at 1030 North Colorado Street Suite 109, Gilbert, AZ 85233 and _____, a _____ ("TRANSPORT COMPANY"), with offices located at _____.

1. **OPERATING AUTHORITY AND COMPLIANCE WITH LAW.** TRANSPORT COMPANY represents and warrants that it is in the business of and has knowledge and experience with respect to, the interstate transportation of motor vehicles and that it possesses all licenses, permits and authority under both federal and state requirements to legally perform all services to be provided under this Agreement, including the transportation of automotive freight throughout the lower FORTY-EIGHT (48) contiguous states of the United States of America (the "Services"). TRANSPORT COMPANY further represents and warrants that it is, and will remain in good standing with the Federal Motor Carrier Safety Administration ("FMCSA") as a for-hire motor carrier. TRANSPORT COMPANY shall provide all equipment to be used in the performance of the Services, which such equipment shall be maintained by TRANSPORT COMPANY in good order and condition and in accordance with all applicable laws, rules, and regulations. TRANSPORT COMPANY shall be solely responsible for the performance of the Services and all costs and expense related thereto including, but not limited to, costs for license plates, insurance, fuel, fuel tax, and highway use tax, wages, etc. If TRANSPORT COMPANY is providing Drive-Away Services (as defined in Section 2 below), TRANSPORT COMPANY will provide an appropriate license plate and will ensure that its auto liability insurance covers the operation of vehicles being transported in this manner. TRANSPORT COMPANY warrants and represents that no passengers will be allowed in any vehicle being operated pursuant to this Agreement. TRANSPORT COMPANY further warrants that it will not transport, store or treat any illegal, hazardous or toxic substances or wastes to, from, or at the origin or destination points and that it will not otherwise cause any nuisance at any such location.

2. **SERVICES.** TRANSPORT COMPANY agrees to provide the Services in the manner as ordered from time to time by Ready during the Term of this Agreement, which Services may include provision of drive-away service whereby TRANSPORT COMPANY is operating the vehicles to be transported ("Drive-Away Services"). Notwithstanding the foregoing, TRANSPORT COMPANY will not perform the Drive-Away Services unless expressly requested by Ready in writing (including, but not limited to, in the applicable transportation order) with respect to the movement in question. TRANSPORT COMPANY agrees to perform such Services in a timely manner and in accordance with all applicable federal, state and local laws, regulations and ordinances. TRANSPORT COMPANY warrants and represents that all personnel performing the Services will be fully licensed and qualified to perform such Services in accordance with all applicable laws and TRANSPORT COMPANY shall be responsible for all acts or omissions of any such personnel as if they were employees of TRANSPORT COMPANY and all such personnel will be under the exclusive direction and control of TRANSPORT COMPANY. TRANSPORT COMPANY shall obtain a legible name and signature on a completed condition report of vehicle (whether in electronic or paper format) at pick up. TRANSPORT

13. **BROKERING PROHIBITION.** TRANSPORT COMPANY agrees that the Services provided pursuant to this Agreement shall be performed solely by equipment operating pursuant to TRANSPORT COMPANY's for-hire motor carrier operating authorities. TRANSPORT COMPANY expressly agrees not to broker or subcontract shipments tendered by Ready to any third-party without first obtaining express prior written consent from Ready for each shipment. If TRANSPORT COMPANY subcontracts any portion of the Services to any third-party, regardless of whether it reserved authorization to do so and without limiting any other remedy of Ready, Ready may remit payment to the party actually performing the Services, which payment will relieve Ready Logistics of any obligation to pay TRANSPORT COMPANY with respect to such Services.

14. **SEVERABILITY.** In the event that any portion of this Agreement is held to be unenforceable by a court of competent jurisdiction, the parties agree that such portion shall be severable and that the remaining provisions of this Agreement shall continue in force and effect.

15. **ASSIGNMENT OF AGREEMENT.** This Agreement may not be assigned or transferred in whole or in part without the written consent of Ready. This Agreement may not be modified except in writing signed by both parties.

16. **GOVERNANCE.** This Agreement shall be governed by the laws of the state of Arizona and applicable federal laws. Any action or claims brought under this Agreement shall be brought and maintained exclusively in the courts of appropriate jurisdiction serving Maricopa County, Arizona and the parties hereby consent to the jurisdiction of such courts and waive any challenge to jurisdiction of or venue in such courts. The parties hereby waive any and all rights and remedies provided by Part B for Subtitle IV of Title 49 to the U.S. Code to the extent any such rights and remedies conflict with this Agreement.

17. **FINAL AGREEMENT.** This Agreement constitutes the final and complete agreement between the parties relating to the transportation of automotive freight by TRANSPORT COMPANY for Ready and this Agreement supersedes all prior negotiations, discussions and agreements, oral or written, relating thereto. Ready's failure to enforce or insist upon any right or remedy under this Agreement, or any obligation of TRANSPORT COMPANY (including, but not limited to, any of TRANSPORT COMPANY's obligations with respect to required insurance coverage's), shall not be deemed a waiver of Ready's right to enforce such rights, remedies or TRANSPORT COMPANY obligation.

18. **ATTORNEY'S FEES.** In the event of a breach of this Agreement by either party, the breaching party shall pay all attorney's fees and court costs incurred by the non-breaching party with respect to such breach whether or not suit is instituted.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

READY LOGISTICS

An Arizona Limited Liability Company

By: _____

Name: _____

Title: _____

TRANSPORT COMPANY

By: _____

Name: _____

Title: _____