Welcome to Ready!

Thank you for your interest in doing business with Ready Logistics!

We are pleased to develop a relationship with you, where you will join our network of carriers nationwide. Our website, 1Dispatch.com allows you to dispatch loads to yourself 24 hours a day, 7 days a week! Whether you want to immediately secure a load at a fixed price, take part in an auction style environment to win the load, make your best offer on a load, or just get loads sent directly to you by our extensive network of dealers and institutional clients, you have the flexibility to manage transportation your way!

In order to ensure you meet the guidelines required for service within our network, you must complete the following simple steps:

STEP 1: Complete the Transport Service Provider Information form
STEP 2: Read, complete, and sign the Transport Service Agreement
STEP 3: Fax or email the following documents:
  Completed Transport Service Provider Information form
  Transport Services Agreement (Agreement MUST be signed by hand, not typed)
  W9
  Certificate of Operating Authority
  Copy of Voided check (if Applicable)
  Completed Diversity Certificate (If Applicable)
Certificate of Insurance showing your company meets our requirements:
  Auto Liability Insurance:  $1,000,000 Combined Single Limit
  Motor Truck Cargo Insurance:  1 Car Hauler: $50,000
                                2-3 Car Hauler: $100,000
                                4-5 Car Hauler: $150,000
                                6-8 Car Hauler: $250,000
                                9-10 Car Hauler: $250,000

Ready Logistics must be listed as Certificate holder

NOTE: All documents provided should be originals and not printed from another website.
Please keep in mind that WE DO NOT HOLD LOADS. DO NOT WAIT. There is no guarantee your load will still be available upon setup.

After we have successfully processed your account registration and you are approved, you will receive an email stating that you’re company registration has been approved. This process can take up to 2 business days, but it’s much sooner in many cases. If you haven’t heard from us within 2 business days, please email us or give us a call.

Contact Ready’s Carrier Compliance Department at:
Phone: 480-558-3202 option 4
Fax: 480-558-4384
Email: carriercompliance@readylogistics.com
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  

Mailing Address:

Address 1  

Mailing Address 2 (Optional)  

City  

State  

Zip Code  

Phone  

Fax  

Physical Address:  

Address 1  

Physical Address 2 (Optional)  

City  

State  

Zip Code  

Phone  

Fax  

Are you a Diverse-Owned Business?  

☐ Yes  

☐ No  

Diverse Owned Businesses is at least 51% owned, controlled, and operated by members of the following groups: Minority [African American, Asian American, Hispanic American, Native American], Women, Veteran, Service disabled Veteran

If yes, please select one group  

☐ Minority [African American, Asian American, Hispanic American, Native American]  

☐ Veteran  

☐ Service disabled Veteran  

☐ LG BT  

☐ Women  

If yes, are you certified?  

Yes  

☐ No  

If you are certified, please submit a Diversity Certificate for verification.

II. AUTHORITY

MC Authority Number (if Common or Contract)  

US DOT Number (Optional)  

MC Authority Number (if Broker)  

Ready Logistics Setup Packet  

082013
III. CONTACT INFORMATION

**Owner/Officer Contact:**

<table>
<thead>
<tr>
<th>Name</th>
<th>Office Phone/Ext</th>
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<th>Email</th>
<th>Cell Phone</th>
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</table>

**Primary Contact:**  
- Check if Same as Owner/Officer Contact

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<th>Name</th>
<th>Office Phone/Ext</th>
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**Dispatch Contact:**

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**Accounting Contact:**

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IV. COMPANY TYPE

Indicate which best describes your company. You may select more than one

- Carrier
- Repo Company
- Flat Bed/Tow /Wrecker
- Broker
- Drive Away Service (If yes, please answer below)

**Drive Away Service Providers ONLY, answer below**

Are your drivers:  
- Employees
- Sub-contractors
- Neither

How many drivers do you have?  

---

**IF YOU ONLY PROVIDE DRIVE AWAY SERVICES, SKIP TO SECTION IX.**
V. FLEET DESCRIPTION

Indicate total number of equipment in fleet.

<table>
<thead>
<tr>
<th>Equipment type</th>
<th># in your fleet</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Car Hauler</td>
<td>2-3 Car Hauler</td>
</tr>
<tr>
<td>Flat Bed/Tow/Wrecker</td>
<td>Dual Car Flat Bed</td>
</tr>
<tr>
<td>4-5 Car Hauler</td>
<td>Soft- sided Enclosed</td>
</tr>
<tr>
<td>6-8 Car Hauler</td>
<td>Hard- sided Enclosed</td>
</tr>
<tr>
<td>9-10 Car Hauler</td>
<td>2-3 Car Hauler</td>
</tr>
</tbody>
</table>

List the total number of trucks your company has: ____________

VI. DRIVERS

Indicate the following information for each of your drivers. If more, list their information on a separate page.

<table>
<thead>
<tr>
<th>First Name</th>
<th>Last Name</th>
<th>Cell Phone</th>
<th>Email</th>
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Are your trucks company owned?  
☐ Yes  ☐ No

Does your company lease on independently owned and operated Equipment/drivers?  
☐ Yes  ☐ No

If you have leased on equipment/drivers, are they operating under Your authority?  
☐ Yes  ☐ No  ☐ N/A

If you have leased on equipment/drivers, are they covered on your auto liability & cargo insurance policy?  
☐ Yes  ☐ No  ☐ N/A

Are your drivers using their own trucks and/or trailers?  
☐ Yes  ☐ No

Are your company drivers covered on your auto liability & cargo insurance policy?  
☐ Yes  ☐ No

Are you aware that the Federal Motor Carrier Safety Administration requires that the authority and insurance are in the same company name?  
☐ Yes  ☐ No
VII. CAPABILITIES
Specify your company’s ability to transport the following. Check all that apply.

- INOPs
- Specialty Vehicles
- Units with no keys
- Motorcycles
- R.V’s/Oversized Vehicles

VIII. ROUTES SERVICED
Indicate the routes your company most frequently services.

1. From State ____________ To State ____________
   Route Details (Major Cities or Highways) __________________________
   Do you go round trip? ○ Yes ○ No
   Will you pickup/deliver to other cities within 50 miles of this route? ○ Yes ○ No

2. From State ____________ To State ____________
   Route Details (Major Cities or Highways) __________________________
   Do you go round trip? ○ Yes ○ No
   Will you pickup/deliver to other cities within 50 miles of this route? ○ Yes ○ No

3. From State ____________ To State ____________
   Route Details (Major Cities or Highways) __________________________
   Do you go round trip? ○ Yes ○ No
   Will you pickup/deliver to other cities within 50 miles of this route? ○ Yes ○ No

4. From State ____________ To State ____________
   Route Details (Major Cities or Highways) __________________________
   Do you go round trip? ○ Yes ○ No
   Will you pickup/deliver to other cities within 50 miles of this route? ○ Yes ○ No
IX. AUCTIONS SERVICED

Indicate the specific auction names and locations that you can service or are already servicing. Example: Manheim Dallas.

<table>
<thead>
<tr>
<th>Auction Name</th>
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X. WORKERS COMPENSATION

Please choose Statement 1 OR Statement 2 as required by state

- **Statement 1:** My state **does** require me to carry workers compensation insurance and the insurance information is specified on my insurance certificate.

- **Statement 2:** My state **does not** require me to carry workers compensation insurance.

Number of Employees (do not include Owners, Partners, Sub-contractors)__________ State __________
XI. 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:

Banking Information

A remittance advice email is sent when payment is issued. Please submit a copy of a voided check for account number verification.

Bank Name __________________________ Branch __________________________

Name on Account __________________________

Bank Routing Number (nine digits- include leading zeros) __________________________

Bank Account Number (include leading zeros) __________________________

Remit Payment To:

Company Name __________________________

Address __________________________

City __________________________ State _________ Zip Code __________________________

First Name __________________________ Last Name __________________________

Remittance Email Address: __________________________

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, LLC, 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 COMPANY shall also obtain a legible name and signature on a completed condition report of vehicle (whether in electronic or paper format) at delivery. Any and all damage claims resulting from or involving
incomplete condition reports or bills of lading (including, but not limited to, electronic versions of such documents) will be the responsibility of TRANSPORT COMPANY and any loss or damage with respect to shipments where TRANSPORT COMPANY fails to obtain completed bills of lading or condition reports will be deemed to have occurred during transit by TRANSPORT COMPANY. In no event will any tariff, terms or conditions (including those on the bill of lading), service guide, or other documentation maintained or issued by TRANSPORT COMPANY apply to the Services provided to Ready or its customers under this Agreement. This Agreement does not obligate Ready to tender any minimum volume of cargo to TRANSPORT COMPANY.

3. **FEES.** Ready shall pay to TRANSPORT COMPANY such fees for its performance of the Services provided under this Agreement as agreed upon by Ready and TRANSPORT COMPANY and confirmed in a written transport order sent by Ready to TRANSPORT COMPANY, or any supplement or revision thereto. TRANSPORT COMPANY shall sign and return any such order to Ready prior to pick-up or, as the case may be, issue such electronic or digital acknowledgment of the transport order, but if TRANSPORT COMPANY accepts any shipment that is subject to an order, TRANSPORT COMPANY will be bound by the order regardless of whether TRANSPORT COMPANY signs the order. TRANSPORT COMPANY shall bill Ready no later than forty eight (48) hours after delivery of the applicable shipment. Notwithstanding the foregoing, Ready may, in its sole discretion, waive the invoice requirement by developing or otherwise making available to TRANSPORT COMPANY an electronic application to be used to facilitate communication and exchange of documentation related to services, which application may be amended or upgraded from time to time (hereinafter, the “Ready Mobile App”). Ready may, in its sole discretion, waive the requirement that TRANSPORT COMPANY invoice Ready with respect to Services provided pursuant to the Ready Mobile App. TRANSPORT COMPANY’s use of any the Ready Mobile App will be subject to the terms and conditions applicable thereto. Ready shall employ the method of payment agreed to at dispatch of shipment or, if no such agreement is reached, then via means otherwise acceptable to Ready. Ready shall pay TRANSPORT COMPANY within a reasonable time after confirming that delivery of shipment has occurred and that no damage to the freight has occurred or other claims of loss have occurred during transport. If Ready remits payment to TRANSPORT COMPANY without receiving an invoice from TRANSPORT COMPANY, TRANSPORT COMPANY acknowledges and agrees that the payment received from Ready is correct unless TRANSPORT COMPANY disputes the amount of such payment within sixty (60) days of issuance. Ready reserves the right to withhold or offset payment with respect to amounts for which TRANSPORT COMPANY is liable under this Agreement. Ready shall charge TRANSPORT COMPANY or offset a fee of $25 if TRANSPORT COMPANY first invoices Ready for unbilled shipments more than ninety (90) days following the pick-up date. Ready shall have no responsibility for payment of invoices for a shipment that was dispatched at least one hundred and eighty (180) days prior to Ready’s receipt of the invoice. In no event will TRANSPORT COMPANY seek payment of any amounts due or alleged to be due under this Agreement from any third party including, but not limited to, any provider or customer of Ready. TRANSPORT COMPANY shall have no lien on any vehicles or other cargo transported hereunder.

4. **TERM.** The term of this Agreement shall begin on the Effective Date and shall continue for a period of five (5) years (the “Term”). The Term shall automatically extend for additional terms of one (1) year each, unless terminated by either party by written notice within the ninety (90) day period prior to the end of the then current term. Notwithstanding the foregoing, either party may terminate this Agreement at any time upon thirty (30) days’ written notice to the other party.

5. **RECEIPTS AND BILLS OF LADING.** TRANSPORT COMPANY agrees to provide evidence of pickup in the form designated by Ready, indicating the quantity of vehicles picked up and the description and condition of each vehicle in the shipment. TRANSPORT COMPANY further agrees to provide evidence of delivery in the
form designated by Ready, indicating the quantity of vehicles delivered and the description and condition of each vehicle delivered, with such evidence accepted and acknowledged by the recipient of the shipment in writing. TRANSPORT COMPANY will deliver such evidence to Ready within forty eight (48) hours of shipment delivery. Ready may, in its sole discretion, allow TRANSPORT COMPANY to provide required documentation (including bills of lading and vehicle condition reports) and otherwise communicate with Ready regarding services via the Ready Mobile App.

6. **INSURANCE.** TRANSPORT COMPANY shall obtain and maintain in full force and effect, at all times during which it provides Services under this Agreement, all insurance required under any federal, state or local law, including without limitation, the United States Department of Transportation, and will also comply with the requirements set forth on Exhibit A attached hereto, as such minimum coverage requirements may be amended from time to time by Ready by written notice to TRANSPORT COMPANY.

7. **GENERAL PROCEDURES.** TRANSPORT COMPANY shall follow Ready’s General Procedures for Carriers, as amended by Ready from time to time, a current copy of which is attached hereto as Exhibit B, in performing Services under this Agreement. If TRANSPORT COMPANY fails to comply with such procedures, in addition to, and without in any way limiting, any other right or remedy of Ready, or its customer, Ready may assess a non-compliance fee in an amount of up to $100.00, which non-compliance fee shall be applied against the fees paid to TRANSPORT COMPANY by Ready for Services performed under this Agreement. All Services provided by TRANSPORT COMPANY shall be provided in its capacity as an independent contractor. In no event will the relationship of Ready and TRANSPORT COMPANY be deemed to be any other than that of independent contractors including, but not limited to, a relationship of joint venturers, employer/employee, principal/agent, or partners. In no event will any personnel used by TRANSPORT COMPANY in performance of Services hereunder be deemed to be an employee of Ready or any of Ready’s affiliates, and TRANSPORT COMPANY agrees to defend, indemnify, and hold harmless Ready, its affiliates, and each of their officers, directors, agents and employees from and against any and all Claims arising from or related to any attempt by any personnel used by TRANSPORT COMPANY in the performance of Services hereunder to seek employment status or any rights, benefits or protections afforded by such status, from Ready or any of its affiliated entities.

8. **CARGO LOSS AND DAMAGE.** TRANSPORT COMPANY will be liable for all loss or damage to any cargo tendered by Ready pursuant to this Agreement as a “carrier” pursuant to the Carmack Amendment as currently codified at 49 U.S.C. §14706 and as amended from time to time. TRANSPORT COMPANY’s liability will be for the lesser of the cost of repair or the retail value of the cargo so lost, damaged or destroyed, as determined by the NADA Guide Clean Retail Value. No limitation of liability will apply to TRANSPORT COMPANY’s liability under this provision. All claims will be processed in accordance with 49 C.F.R. Part 370, except that TRANSPORT COMPANY will pay, deny or otherwise settle all claims within forty-five (45) days of the date of the claim.

9. **INDEMNITY.** TRANSPORT COMPANY shall indemnify, defend and hold Ready, its customers, suppliers (including, but not limited to, vehicle auctions) and each of their officers, directors, employees, contractors and agents harmless for, from and against any and all claims, damages, losses, fines, costs (including attorney fees) and liabilities of any kind (“Claims”), including, without limitation, Claims arising out of the breach of this Agreement by TRANSPORT COMPANY, injuries or death to persons, damage to or loss of freight or other property, Claims arising from bills of lading or other documentation, Claims related to employment benefits brought by individuals used by TRANSPORT COMPANY in the provision of services hereunder, and other Claims arising out of the performance of Services under this Agreement, except to the extent such Claims are directly and proximately caused by the negligence or intentional misconduct of the
party seeking defense, or indemnity. As used in this Section 8, the term TRANSPORT COMPANY shall mean TRANSPORT COMPANY, its officers, directors, members, employees, independent contractors, subcontractors, agents, successors and assigns. As used in this Section 8, the term Ready shall mean Ready, its customers, officers, directors, members, employees, independent contractors, subcontractors, agents, successors and assigns. All entities and individuals entitled to defense or indemnity under this provision shall be third-party beneficiaries of this provision.

10. **NON-SOLICITATION OF READY CUSTOMERS.** TRANSPORT COMPANY shall not, during the Term and for a period of twelve (12) months thereafter, solicit or accept automotive freight transportation business, directly or indirectly, from any shipper, consignor, consignee or customer of Ready for which Ready orders Services from TRANSPORT COMPANY under this Agreement, unless TRANSPORT COMPANY previously performed automotive freight transportation services for such party prior to the Effective Date. In the event of a breach of this Section 9 by TRANSPORT COMPANY, Ready shall be entitled to injunctive relief prohibiting such breach and, in addition, as liquidated damages and not as a penalty, a sum equal to twenty percent (20%) of the gross revenue resulting from transportation services provided to such customer in violation of this Section 9. TRANSPORT COMPANY agrees to provide any and all documentation requested by Ready to verify such revenue.

11. **AUDIT RIGHTS.** TRANSPORT COMPANY acknowledges and consents to Ready performing audits, due diligence, and investigative activity, with or without notice to TRANSPORT COMPANY, related to TRANSPORT COMPANY’s compliance with the terms of this agreement and the conditions set forth herein, either during the on-boarding stage or from time to time thereafter as Ready reasonably determines prudent. The costs of any such activity will be borne by Ready (to the extent Ready incurs any out of pocket expenses in connection with the activity audit) unless the activity reveals that TRANSPORT COMPANY is in material breach of this Agreement, in which case (i) Ready may terminate this Agreement immediately, (ii) TRANSPORT COMPANY will pay Ready on demand for any costs incurred in connection with the activity, and (iii) Ready may pursue any other rights or remedies available to Ready under this Agreement, at law, in equity or otherwise.

12. **BACKGROUND SCREENING.** TRANSPORT COMPANY agrees to conduct a background screening of its driver personnel prior to such driving performing Services under this Agreement. The screen shall include, but not be limited to, a social security verification check, criminal history check and motor vehicle report check. TRANSPORT COMPANY agrees to: (i) perform, at least once every twenty-four (24) months, a seven (7) year criminal background and OFAC check on all individuals providing Services hereunder on behalf of TRANSPORT COMPANY that will come into direct contact with any of Ready’s customers or any vehicles to be transported hereunder; and (ii) not to use any such individual(s) in connection with the provision of Services, if such criminal background check reveals: (1) a discrepancy in the individual’s social security number or address; (2) that such person was charged or convicted for, or otherwise pleaded no contest to, any felony, including without limitation, any matter involving controlled substances (or alcohol abuse), assault or battery, threats, harassment or stalking, dishonesty (e.g., theft, fraud, embezzlement), dangerous weapons, kidnapping, extortion or bribery, offenses related to intellectual property, and computer related crimes. Ready and the TRANSPORT COMPANY shall ensure that all such checks are performed in accordance with all applicable laws and regulations. TRANSPORT COMPANY will check the motor vehicle report of each driver providing Services under this Agreement at least annually to ensure that the driver remains eligible to perform Services in accordance with all applicable laws, rules and regulations, as well as any standards that TRANSPORT COMPANY imposes on its driver personnel.

13. **BROKERING PROHIBITION.** TRANSPORT COMPANY agrees that the Services provided procured
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 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 coverages), 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, LLC,**
an Arizona Limited Liability Company

By: ________________________________
Name: ______________________________
Title: ______________________________

**TRANSPORT COMPANY**

By: ________________________________
Name: ______________________________
Title: ______________________________

*Ready Logistics Setup Packet*
*Updated September 2014*
EXHIBIT A
Insurance Requirements

TRANSPORT COMPANY must meet the following insurance requirements at all times while providing Services to Ready:

- Insurance amounts **MUST** meet or exceed the following requirements:
  - Business Automobile Liability/Truckers Liability Insurance covering the operations of TRANSPORT COMPANY in the amount of not less than $1,000,000 combined single limit for bodily injury and property damage per occurrence. Such insurance shall cover any motor vehicle operated in the provision of Services hereunder, including, but not limited to, any vehicle being loaded to or unloaded from any conveyance, as well as any vehicle operated in drive-away service. Ready and any shipper customer of Ready shall be included as an additional insured or designated insured on this insurance, as their interests may appear.

- If TRANSPORT COMPANY is providing drive-away service under this Agreement, the Business Automobile Liability Policy shall also include ISO endorsement CA 20 05 (Drive Away Contractors) providing at least $1,000,000 per occurrence in liability coverage and at least $50,000 per occurrence in physical damage coverage for vehicles driven by TRANSPORT COMPANY under this Agreement.

  - Motor Truck Cargo Liability/ “On Hook” Liability Insurance covering damage or loss to vehicles during loading, unloading and during transportation. The limit of liability for such insurance shall be at least the amount required by the list below (based on the size of the largest transport vehicles used in performance of the Services by TRANSPORT COMPANY) per occurrence, UNLESS otherwise directed by Ready to obtain a higher limit of coverage due to vehicle cargo value being in excess of the limits shown below. Ready and any shipper customer of Ready shall be specifically included as a loss payee on this cargo liability policy. Such insurance shall have no exclusion or condition reasonably likely to result in denial of claims under this Agreement including, but not limited to, those related to fraud, theft or dishonesty.
Workers’ Compensation in accordance with applicable state laws.

- If TRANSPORT COMPANY uses independently owned and operated equipment/drivers, they must operate under TRANSPORT COMPANY’s authority as well as be covered under TRANSPORT COMPANY’s auto liability and cargo liability insurance. All drivers (both company drivers as well as leased on drivers) must be listed on TRANSPORT COMPANY’s insurance policy.

- Each insurance policy required herein shall be endorsed to provide a thirty (30) day advance written notice of cancellation or termination to Ready.

- Except for the higher coverage limits which may be specified above, the insurance policies shall comply with the minimum requirements of the Federal Motor Carrier Safety Administration and any other applicable regulatory state agency.

- Prior to its performance of any services under this Agreement, TRANSPORT COMPANY will have its insurance agent or insurance company provide to Ready certificates of insurances evidencing the above required insurance. Such certificates of insurance shall show Ready as the certificate holder and be accompanied by a copy of the loss payee (cargo) and additional insured or designated insured (liability) policy endorsements required herein. TRANSPORT COMPANY shall also provide copies of any required insurance policies to Ready upon request.

For the avoidance of doubt, nothing in this Agreement shall be construed to avoid TRANSPORT COMPANY’s liability due to any exclusion, deductible or limit of liability in any insurance policy.
EXHIBIT B
Carrier Instructions and Requirements

General Procedures for Transport Companies

If any of these procedures are not followed, it may leave you exposed to damage liabilities and may result in delay of your payment.

- Conduct a thorough inspection / Bill of Lading and NOTE ANY DAMAGE ON A CONDITION REPORT, whether in electronic or paper format.
- When faxing your paperwork, you must send an invoice and a separate Bill of Lading with a graphic condition report. The Bill of Lading needs to show a diagram of each vehicle where the driver noted the specific condition and all pre-existing damage.
- Your Bill of Lading must have a pickup signature and drop-off signature.
- You must list the VIN on your Bill of Lading to confirm that you moved the correct vehicle. Verify VIN’s; if you move the wrong vehicle you MAY NOT get paid and might be responsible to return the wrong vehicle at your own expense.
- You must provide the VIN numbers of the vehicles you are moving to receive payment.
- You must fax invoice within 48 hours of delivery.

If you are picking up from an auction or any other pickup location that refuses to sign your Bill of Lading you must:

- If pick-up location is an auction, NOTE ALL DAMAGES ON GATE PASS & TURN IT IN TO GATE GUARD
- Fax us your condition report from the auction or a location in close proximity to the pick-up location or otherwise electronically/transmit it to Ready to prove the condition of the vehicle at origin. IF THIS CONDITION REPORT IS NOT RECEIVED, you will be held liable for any damages not on the auction’s post-sale inspection. The fax can be sent to 480-558-4384.
- If you cannot fax the condition report, call us or leave us a message noting the specific damages and we will make notes in our system. We can be reached at 480-558-3202 option 2 OR on our Emergency Line at 480-316-2376.

Note: It is not sufficient to only write the damages on the gate pass and leave it at the guard shack; not all of the auctions save the gate passes and without that you have no documentation that proves the condition of the vehicle at origin. Damage must be written on your Bill of Lading as well.

In order to be paid in full you are required to do the following (Please take note that you have signed the Ready Transport Services Agreement which subjects you to the penalties and fines outlined for neglecting to do any of the following):
ALL CARS

- You must call ahead for both pick-up and delivery to make arrangements. Please make a note of who you spoke with. See the transport order notes for any load specific instructions.

- You must notify Ready if your estimated pick-up or drop off dates change from the dates that you provided to us on the Transport Order by calling 480-558-3202 option 2, emailing followup@readyat.com or by updating status on 1Dispatch.com.

- You must notify Ready within 2 hours after the load is picked up by calling 480-558-3202 option 2, emailing followup@readyat.com or by updating status on 1Dispatch.com.

- You must notify Ready within 2 hours after the load is delivered by calling 480-558-3202 option 2, emailing followup@readyat.com or by updating status on 1Dispatch.com.

- You must provide a Bill of Lading with a signed condition report at both pick-up and delivery within 48 hours of delivery. If you do not have printed names and signatures from both locations then you will be responsible for any damage claims that may arise from such negligence. If the pick-up location refuses to sign the condition report then you must contact Ready and fax a copy of the condition report to us before loading the vehicle. The fax can be sent to 480-558-4384. Note: This also applies to all physical auction pick-ups.

NEW CARS

If you are moving a new car then you must verify, where applicable, that the following is also listed on the condition report and signed for:

- Make sure that floor mats, spare tire, books and navigation disk (if applicable) are present before you load the vehicle.

- Perform an inspection of the interior of the vehicle and make note of any damages.

- If there is any damage whatsoever or if the unit is missing any of the above then please call us at 480-558-3202 and notify us before you load the vehicle.