



P.O. BOX 729, WHITE, GEORGIA 30184  
(770) 382-6455 (800) 982-2297 FAX (770) 382-2297

## NEW CARRIER SET UP PACKET PLEASE READ FIRST!!

The following documents are REQUIRED to have on file from your company:

1. **Cargo & Auto Liability Insurance Certificates** - with the certificate holder listed as KTI Logistics, LLC, PO Box 729, White, GA 30184.  
NOTE: A faxed copy of your insurance certificate can be accepted as temporary proof of insurance for set up while your insurance company prepares the certificate with KTI to be listed.
2. **FMCSA Certificate of Authority Letter**
3. **W-9 Form** completed exactly as what is on file with the IRS.
4. **Carrier Profile** This helps us find you more freight for your trucks. If you use a factoring company, their name and address must be listed in the area provided **AND** you will need to include the "Notice of Assignment" to the factoring company.
5. **KTI Carrier Transportation Agreement** The top of the first page (p. 4) must be filled out and pages 4, 5, and 6 must be initialed at the bottom right of the page. The last page (p. 7) must be filled out and signed.
6. **Accessorial Schedule** This must be signed and dated.

If you do not receive all 13 pages, please call right away. Missing any one of the above required documents and/or not completely filling them out, will prolong getting your company set up in our system. So please make sure you have all the above forms collected and filled out before sending the packet back.

We look forward to doing business with your company, and should you have any questions, please let us know.

**Taylor Wilson**  
**Vice President**  
**KTI Logistics, LLC**

**Please send all documents to:**

Fax: (678) 792-5088 OR Email: [compliance@ktilog.com](mailto:compliance@ktilog.com)

The absence of any of the required forms will delay getting set up with our company.  
So please send all required documents in a timely manner.



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## COMPANY PROFILE

OFFICES: 3794 Highway 411, NE  
Rydal, Georgia 30171

INCORPORATED: 2003

TYPE OF AUTHORITY: Broker MC#: 455879

### PRIMARY COMMODITIES HANDLED:

Food Products, Fresh Produce, Paper Products, Nursery Stock, Dry and Refrigerated  
Commodities

### COMPANY CONTACTS:

President:	Chuck Patrick
Vice President:	Taylor Wilson
Operations Manager:	Skip Parsons
Operations Supervisor:	Tracy Garner
Compliance Specialist:	Kelsey Lee
Accounting Supervisor:	Debbie Babineaux



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### CARRIER PROFILE MUST BE FILLED OUT COMPLETELY

Carrier Name: \_\_\_\_\_ Year Established: \_\_\_\_\_

Dispatch Contact Name(s): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Federal Tax ID: \_\_\_\_\_ MC#: \_\_\_\_\_ SCAC: \_\_\_\_\_

Comchecks Allowed:  YES  NO If Yes, Who Receives Comcheck:  Drivers  Dispatch

Phone Numbers: \_\_\_\_\_

Fax Number: \_\_\_\_\_ Cell Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Emergency/After Hours - Name & Number: \_\_\_\_\_

Electronic Logs:  YES  NO **OR** ELD Compliant:  YES  NO

SmartWay Carrier:  Yes  No TWIC Holder:  Yes  No TWIC #: \_\_\_\_\_

Hazardous Materials:  Yes  No Hazardous Certificate #: \_\_\_\_\_

Equipment Information: **(List the quantity for each type that you use)**

48' Dry Van	48' Reefer	48' Flatbed
53' Dry Van	53' Reefer	53' Flatbed
Step Deck	Box Truck	Hotshot

**Factoring Company: (Attach Notice of Assignment)**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

**Insurance Agent Information:**

Agency Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Phone/Fax/Email: \_\_\_\_\_



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## CARRIER TRANSPORTATION AGREEMENT

**This Agreement** is made and entered into on \_\_\_\_\_, 20\_\_\_\_, by and between KTi Logistics, LLC ("Broker") and \_\_\_\_\_ ("Carrier").

- 1. TERM.** The Term of this Agreement shall be for one (1) year and shall automatically renew for a successive one (1) year period; provided, however, that this Agreement may be terminated at any time given thirty (30) days prior written notice.
- 2. CARRIER'S OPERATING AUTHORITY AND COMPLIANCE WITH LAW.** CARRIER represents and warrants that it is duly and legally qualified to provide the transportation services contemplated herein, and CARRIER agrees to comply with all federal, state, and local laws regarding the provisions of such services. CARRIER further represents and warrants that they do not have a Conditional or Unsatisfactory safety rating issued from the U.S. Department of Transportation (FMCSA), and further agrees to notify BROKER within ten (10) days of such change. BROKER shall have the right, at its option, to terminate this Agreement immediately upon receipt of such notice of change. In the event that CARRIER is requested by BROKER to transport any shipment required by the DOT to be placarded as a hazardous material, the parties agree that the additional provisions included in Appendix A shall apply for each hazardous material shipment.
- 3. SPECIFIED SERVICES.** CARRIER'S services under this Agreement are specifically designed to meet the distinct needs of BROKER under the specified rates and conditions set forth herein.
- 4. RECEIPTS AND BILLS OF LADING.** Each shipment hereunder shall be evidenced by a receipt in such form as specified by BROKER or, alternatively, by BROKER'S customer signed by CARRIER showing the kind and quantity of product received by CARRIER at origin. The absence or loss of any such shall not relieve hereunder. Such receipt shall be prima facie evidence of receipt of such shipment in good delivery of each shipment made hereunder, CARRIER shall show a receipt showing the kind and quantity of product delivered to the consignee of such shipment at the destination specified by the BROKER, and CARRIER shall cause such receipt to be signed by the consignee. Any term, conditions, and provisions of the bill of lading, manifest, or other form of receipt or contract shall be subject and subordinate to the terms, conditions and exemptions made on the bill of lading, manifest or other receipt.

CARRIER INITIALS: \_\_\_\_\_



5. **CARRIER'S OPERATIONS AND EMPLOYEES.** CARRIER shall, at its sole cost and expense: (a) furnish all equipment necessary or required for the performance of its obligations hereunder (the "Equipment"); (b) pay all expenses related, in any way, with the use and operations of the Equipment; (c) maintain the Equipment in good repair, mechanical condition and appearance; and (d) utilize only competent, able, and legally licensed personnel. CARRIER shall have full control of such personnel and shall perform the services hereunder as an independent contractor.
6. **INDEMNITY.** CARRIER shall defend, indemnify, and hold harmless BROKER from and against all loss, damage, expense, cost, including reasonable attorney fees, fines, actions, and claims for injury to persons (including death) and for damage to property arising out of or in connection with CARRIER'S loading, handling, transportation, unloading or delivery of any shipments made hereunder.
7. **INSURANCE.** CARRIER represents and warrants that it shall procure and maintain, at its sole cost and expense, liability insurance with a reputable and financially responsible insurance carrier insuring CARRIER against liability for personal injury (including death) and property damage in an amount not less than \$1,000,000.00 combined single limit, and any additional insurance that may be required by applicable law. CARRIER further represents and warrants that it shall procure and maintain, at its sole cost and expense, cargo insurance, including Reefer Breakdown coverage (if applicable), in the amount of \$100,000.00 per occurrence. CARRIER will cause BROKER to be named as certificate holder on such insurance, and shall furnish to BROKER written certificates obtained from the insurance carrier showing that such insurance has been procured, is being properly maintained, the expiration date, and specifying that written notice of cancellation or modification of the policies 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 the applicable insurance policies.
8. **FREIGHT LOSS, DAMAGE, OR DELAY.** BROKER shall submit to CARRIER written notice of any cargo claim, including loss or expense resulting from CARRIER'S delay in providing service, within twelve (12) months of delivery date of shipment, or, if no delivery, the date of occurrence resulting in the claim. The filing, processing, and disposition of all cargo claims shall be governed by 49 C.F.R.#370 et seq. The parties agree that federal common carrier laws of liability (i.e. Carmack Amendment liability) shall govern, however. CARRIER shall be liable to BROKER for all amounts of economic loss, including indirect, special, or consequential damages or other special economic losses that might be awarded

CARRIER INITIALS: \_\_\_\_\_



against BROKER on any Customer's claim that are incurred for any freight loss, damage, or delayed claims. BROKER is expressly authorized by CARRIER to withhold sums that would otherwise be payable hereunder in order to satisfy any SHIPPER'S/CUSTOMER'S claim which BROKER deems to be the CARRIER'S responsibility.

9. **WAIVER OF CARRIER'S LIEN.** CARRIER shall not withhold any goods of BROKER'S Customer on account of any dispute as to prices or any alleged failure of general credit of BROKER and hereby waives and releases all liens that CARRIER might otherwise have to any goods of BROKER'S customers in the possession or control of CARRIER.
10. **PAYMENTS.** CARRIER will charge and BROKER will pay for transportation services performed under this Agreement the rates and charges as shown on the Rate Confirmation, and any written supplements or revisions thereto signed and agreed to by CARRIER and BROKER. Payment made by BROKER will be made within thirty (30) days upon receipt by BROKER of CARRIER'S freight bills, bill of lading, clear delivery receipt, and any other necessary billing documents enabling the BROKER to ascertain that service has been provided at the agreed upon contract rate and in accordance with Appendix C. CARRIER agrees that BROKER is solely liable for all freight charges related to the transportation services provided herein, and as such, CARRIER agrees to refrain from all collection efforts against deduct from any payment that CARRIER is indebted to BROKER, including freight loss, damages and delayed claims.
11. **CONFIDENTIALITY AND NON-SOLICITATION.** Neither party may disclose the terms of Agreement to a third party without the written consent of the other party except (1) as required by law or regulation; (2) disclosure is made to its parent, subsidiary, or affiliate company; or (3) to facilitate rating or auditing of transportation charges by any authorized agent and such agent agrees to keep the terms of the Agreement confidential. CARRIER will not solicit traffic from any shipper, consignor, consignee, or customer of BROKER where shipments was first tendered to CARRIER by BROKER. If CARRIER breaches Agreement and directly and indirectly solicits traffic from customers of BROKER and obtains traffic from such customer during the term of this Agreement or for twelve (12) months thereafter, a commission in the amount of thirty-five percent (35%) of the transportation revenue resulting from traffic transported for the CUSTOMER, and CARRIER shall provide BROKER with all documentation requested by BROKER to verify such transportation revenue.

CARRIER INITIALS: \_\_\_\_\_



12. **SUB-CONTRACT PROHIBITION.** CARRIER specifically agrees that all freight tendered to it by BROKER shall be transported on equipment operated only under the authority of the CARRIER, and that CARRIER shall not in any manner sub-contract, broker, or in any other form arrange for the freight to be transported by a third party without the prior written consent of BROKER.

13. **SEVERABILITY.** In the event that the operation of any portion of this Agreement results in a violation of any law, the parties agree that such portion shall be severable and that the remaining provisions of this Agreement shall continue in full force and effect.

14. **WAIVER.** CARRIER and BROKER expressly waive any and all rights and remedies allowed under 49 U.S.C. #14101 to the extent that such rights and remedies conflict with this Agreement or to exercise any right or privilege shall be a waiver of any BROKER'S rights or privileges herein.

15. **DISPUTE RESOLUTION.** All civil actions filed as a result of disputes arising out of this Agreement shall be filed in the court of proper jurisdiction in Bartow County, Georgia and the laws of the State of Indiana, or applicable federal law shall apply.

**IN WITNESS WHEREOF,** the parties hereto have caused the Agreement to be executed in their respective names by their duly authorized representatives as of the date first written above.

**BROKER**

KTI Logistics, LLC

By: \_\_\_\_\_

Taylor Wilson, Vice President

Address: 3794 Hwy 411 NE

Rydal, GA 30171

Fax: (678) 792-5088

**CARRIER**

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Fax: \_\_\_\_\_



## APPENDIX "A"

### HAZARDOUS MATERIAL REQUIREMENTS

With respect to the transportation of hazardous materials or waste requiring vehicle placarding under 49 C.F.R. Part 181, BROKER and CARRIER agree that the following additional provisions shall apply for all such shipments:

1. CARRIER represents and warrants that it has obtained all necessary permits and registrations to transport hazardous materials waste in interprovincial, interstate and/or intrastate commerce. Upon request, CARRIER shall provide BROKER with a copy of all such federal and state permits and registrations. Additionally, CARRIER agrees to federal hazardous material permits or registrations as well as the suspension or revocation of CARRIER'S "Satisfactory" Safety Fitness Rating issued by the U.S. Department of Transportation for hazardous materials under this Agreement.
2. CARRIER represents and warrants that all drivers used to transport hazardous material shipments have undergone the necessary training requirements of the state and federal laws, including but not limited to, the training requirements under 49 C.F.R. Part 126 (F). CARRIER further warrants and certifies that all drivers used to transport hazardous material have the proper endorsements on their Commercial Driver's License to legally transport such shipments. CARRIER further agrees to comply with all federal, state and local laws regarding the transportation of hazardous material, including, but not limited to, the requirements specified under C.F.R. Part 181, and 49 C.F.R. Part 397.
3. CARRIER shall procure and maintain, at its sole cost and expense, public liability and property damage insurance with a reputable and financially responsible insurance company insuring CARRIER in an amount not less than \$1,000,000.00 (U.S. Dollars) per occurrence. Such insurance policy shall name BROKER as certificate holder with respect to any and all liabilities for personal injuries ( including death) and property damage, including environmental damage due to release of hazardous material or waste, directly caused by the ownership, maintenance, use or operation, including loading and unloading, of the equipment operated by CARRIER under this Agreement.

**KTI Logistics, LLC**

**Carrier:** \_\_\_\_\_

By: \_\_\_\_\_  
Taylor Wilson, Vice President

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_





## APPENDIX "B"

### NOTICE OF REQUIREMENT TO COMPLY WITH California Air Resource Board (ARB) Transportation Refrigeration Unit (TRU or Reefer) Airborne Toxic Control Measure (ATCM)

KTI Logistics, LLC (KTI) requires all carriers to comply with the regulations of the California Air Resource Board's Transportation Refrigeration Unit Airborne Toxic Control Measure.

As a carrier supplying transportation services to KTI, you must certify that only reefers which comply with the ARB's TRU ACTM in-use performance standards will be dispatched to KTI or a Third Party Logistics representing KTI (Agents) for loading.

As a California domiciled carrier you are required to be registered on the ARBER system. If you are based outside of California, and have not registered on the ARBER system, we strongly recommend that you do so in order to avoid a potential rejection and/or delays in loading.

Please be advised that effective on or before January 1, 2013 load tenders from our transportation management system and our bill of lading will contain the following statement, which is your further certification of compliance.

**Carrier or its agent certifies that any TRU equipment furnished,  
will be in compliance with the in-use requirements of the California TRU regulations.**

Your driver's signature on the bill of lading is an acknowledgement of the above statement and certification that equipment being offered for loading by KTI is in compliance.

Please sign and return a copy of this letter certifying your organization's acceptance.

KTI Logistics, LLC

Carrier: \_\_\_\_\_

By: \_\_\_\_\_  
Taylor Wilson, Vice President

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## APPENDIX "C"

### PAPERWORK & PAYMENT GUIDELINES

In order for you to be paid in a timely manner, we require the proper documentation as outlined below from you or your factoring company.

- **PAPERWORK & LOAD DOCUMENTS**

- Paperwork Required From Carrier/Factoring Company To Process Payment
  - Signed Rate Confirmation - MUST be received prior to pickup of the load and signed by both CARRIER and BROKER/AGENT
  - CARRIER Invoice - MUST have Quick Pay written on invoice if this option is being requested
  - Signed Bill Of Ladings/POD's - ALL pages and must be legible
  - Lumper receipts - must be legible

ALL PAPERWORK MUST BE SIGNED, LEGIBLE AND RECEIVED WITHIN 30 DAYS OR PAYMENT WILL BE DELAYED

- KTI accepts paperwork from the CARRIER/Factoring Co. in the following manner:
  - Transflo - use KTQIV (free of charge to CARRIERS)
  - Email - [ktilap@ktilog.com](mailto:ktilap@ktilog.com)
  - Fax - 678-792-5073

- **PAYMENT OPTIONS**

- Check - net 30 days or Quick Pay Option
- Direct Deposit - net 30 days or Quick Pay Option. The Direct Deposit form must be returned completed and signed along with a voided check in order to set up direct deposit.
- Quick Pay - payments are processed two (2) times a week on Wednesday and Friday
  - All paperwork must be received by noon the day before processing
  - Quick Pay Fees - 4% of Linehaul

- **Comchecks**

KTI Logistics does not issue any comchecks for fuel advances to first time CARRIERS until CARRIER has completed 10 loads **and** six (6) months with KTI.  
Comchecks issued for lumpers will have a \$3.85 charge deducted from the CARRIER'S pay.



## APPENDIX "D"

### DIRECT DEPOSIT

Please complete this form ONLY if you want your pay directly deposited to your account AND you DO NOT have a factoring company.

Return with packet or to Rhonda Garrett:

Email: [Rhonda.Garrett@ktilog.com](mailto:Rhonda.Garrett@ktilog.com)

Fax: (678) 792-5073

Be sure to attach a voided check (NOT a deposit slip) from your checking account.

Company Name: \_\_\_\_\_ MC#: \_\_\_\_\_

Email: \_\_\_\_\_ FID/SS#: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Your Financial Institution: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Checking Account Number: \_\_\_\_\_

Bank Routing Number: \_\_\_\_\_

I authorize KTI Logistics, LLC and my financial institution listed above to deposit my check amount automatically into my account, and to initiate adjustments, if necessary, for any entries made in error to my account. This authority will remain in effect until I have cancelled direct deposit in writing.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**\*\*\*YOU MUST ATTACH A VOIDED CHECK\*\*\***

**Direct Deposit will not be set up without a copy of check and Federal ID / Social Security #**



## APPENDIX "E"

### ACCESSORIAL SCHEDULE

This schedule provides terms of compensation for services provided to KTI that are not otherwise covered in the Carrier Transportation Agreement. All unplanned accessorials must be requested within 24 hours of delivery or reimbursement will not be approved.

**DETENTION: \$50.00 per hour after two (2) hours free time**

In the event CARRIER is delayed at pick up or delivery, through no fault of its own, and arrived on or before the prescheduled appointment time, CARRIER shall be compensated upon receiving approval as follows:

First two (2) hours immediately following appointment time shall be free. After two (2) free hours have expired, CARRIER may charge at the rate of \$50.00 per hour with a total paid waiting time not to exceed \$250.00. Minimum charge is one half (1/2) hour and shall be computed to the nearest half (1/2) hour. CARRIER agrees to notify KTI of pending detention within thirty (30) minutes of expiration of free time. If CARRIER arrives after the scheduled appointment time, detention charges will not be paid. Appropriate back-up documentation and any other supporting documents must be provided upon request to approve charges. If the Driver unloads a shipment himself instead of allowing the lumper service to perform the unloading, KTI will NOT pay any detention at unloading due to the fact that the receiver has no control of the driver unloading time.

**LATE FEES:**

If CARRIER does not arrive on time for scheduled pick up/delivery appointments and KTI is charged any type of late fees/fine by customer/consignees, CARRIER will have those amounts deducted from their invoices if it is determined that the CARRIER was at fault for late pick up/delivery.

**UNLOADING:**

If CARRIER is required to pay for lumper services to perform unloading at destination, KTI agrees to pay CARRIER actual lumping cost with a printed lumper company receipt.

**OVERWEIGHT:**

CARRIER is responsible for scaling truck to ensure proper weight on all shipments. If CARRIER makes the decision to continue the shipment after determining that the shipment will be overweight, CARRIER will be responsible for all overweight fines.

KTI Logistics, LLC

Carrier: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Taylor Wilson, Vice President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

