

KTS LOGISTICS

1249 North 9th St

Sabetha KS 66534

888-267-5862- office

785-467-3239- Fax

Corey@ktslogistics.com

Carrier Information Sheet

Company Name-

Address-

City and State-

Zip-

Fax-

Telephone-

Email-

Fed ID#-

MC#-

*Please contact your Insurance Company and have them list KTS Logistics as the certificate holder.

KTS Logistics
dba Keim TS, Inc.
Broker-Contract Carrier Agreement

THIS AGREEMENT made and entered into this _____ day of _____, ___ by and between Keim TS, Inc. ("Broker") and _____ Docket No. MC _____ ("Carrier").

WHEREAS, Broker is a motor transportation broker, duly licensed by the Interstate Commerce Commission under Docket No. 312469 to engage in operations as a broker of general commodities (except household goods) between points in the United States, and is engaged in the business of selling or offering for sale or negotiating transportation in interstate commerce; and **WHEREAS**, Carrier is contract motor carrier operating in interstate commerce pursuant to operating authority issued by the Interstate Commerce Commission: **NOW THEREFORE**, in consideration of the mutual covenants set forth below, the parties agree as follows:

1. **OBLIGATION OF BROKER.** Broker agrees to use its best efforts to solicit from shippers and arrange freight transportation or traffic to be tendered to Carrier, provided, however, that no warranty, representation or guarantee is made by Broker as to the amount of traffic, if any, or as to the number of shipments, if any that will be solicited by Broker or the amount of freight, if any, to be tendered to Carrier.
2. **SERVICES TO BE PROVIDED BY CARRIER.** Carrier agrees to transport such freight as may be tendered to it by Broker subject to the availability of Carrier's equipment. Carrier shall be responsible for all costs and expense incidental to the performance of any transportation services under this Agreement. Carrier shall uphold the good reputation of Broker and shall not misrepresent the services and abilities of Broker.
3. **REQUIRED PERMITS OR LICENSES.** Carrier shall file a copy of its ICC permit(s) with Broker and will keep such filings current. Carrier warrants that it is a certified Contract Carrier operating within the limits of the authority issued to it by the ICC, and specifically warrants that said authority is sufficient to allow Carrier to transport all shipments accepted from Broker to either its destination or to a normal point of interchange with a connecting carrier.
4. **CONFORM TO ICC REGULATIONS.** The parties agree that each will fully comply with ICC regulations, and that said duty of compliance shall, at all times during the term of this Agreement, be a material provision and obligation of each to the other. Consistent with said regulatory requirements, Carrier agrees to provide Broker with all documents and information which Broker is required to have on file and which are normally within the possession or control of Carrier.
5. **LOSS DAMAGES OR SHORTAGES.** Carrier shall be responsible to the shipper or consignee for all loss, damage, or shortages to the freight being transported by Carrier, including damage due to deliver beyond normal transit times. Carrier agrees that if there is no signed proof of delivery that monies may be withheld pending a claim or until a release from the claim is received from the company involved.

6. **INSURANCE REQUIREMENTS.** Carrier shall maintain public liability, property damage, and cargo insurance at all times with at least the minimum coverage of \$100,000 cargo insurance and \$750,000 liability and property damage per incident on each vehicle. Carrier will provide Broker with a certificate of insurance, verified by the insurance carrier, reflecting the required coverage and naming Broker as additional insured.
7. **CARRIER HOLDS HARMLESS BROKER AND SHIPPER.** Carrier agrees to comply with all applicable laws and regulations and to perform its services in a good and workman like manner in accordance with the highest standards of the trade. Carrier agrees to indemnify, defend, release, and hold Broker and Shipper harmless from and against all liability and expenses for loss of or damage to property and/or injury to or deaths of persons, including, but not limited to, the property and employees of each party hereto, caused by the acts or omission of Carrier, its agents, employees, or invitees associated with or arising out of this Agreement.
8. **RATES.** Rates and charges for traffic moved under this Agreement shall be as agreed to between the parties hereto in writing and are to be contained in a Load Confirmation Agreement of rates and charges. Changes to this Agreement shall also be made in writing. This Agreement shall also contain the conditions of and charges for any additional or accessorial service, which may be required or performed.
9. **PAYMENT TO CARRIER.** Carrier will bill Broker after delivery of any freight carried which was arranged by Broker pursuant to this Agreement, and according to the compensation arrangement agreed to by Broker and Carrier at the time of offering and acceptance of each movement hereunder. All billings to shipper shall be made by Broker.
10. **RELATIONSHIP OF PARTIES.** Broker and Carrier acknowledge that the relationship created between them by this Agreement is that each of them is to be considered as independent contractors only and not as employer and employee, agents, partners, or joint ventures. Carrier agrees that it is not authorized to act for or in any manner represent itself as an agent of Broker. Further, Carrier is not authorized to enter into any agreement or obligation for or on behalf of Broker.
11. **EXCLUSIVITY.** Broker and Carrier acknowledge that this Agreement confers no exclusive right upon either party to the services of the other party. Neither party shall be precluded by this Agreement from entering into the same or similar agreements with other parties.
12. **SOLICITATION OF BROKER'S CUSTOMER.** Carrier agrees that during the term of this Agreement and for a period of one year following termination of the Agreement for whatever reason, that neither it nor its agents nor anyone under its control, either directly or indirectly, will approach any customers introduced to Carrier by Broker for the purpose of selling its services directly or accepting traffic from the customer without Broker's participation. It is further agreed by Carrier that if such event occurs, Carrier will pay Broker a commission of 25% of the gross revenue received by Carrier for such transportation services.
13. **TERM OF AGREEMENT.** This Agreement shall become effective as of the above date provided the following have been provided to Broker. **A.** Signed copy of this Agreement; **B.** Certificate of Insurance as described in paragraph 6; and **C.** Copy of Contract Carriers ICC Operating Authority & Safety Rating. This contract shall remain in effect until terminated by either party upon thirty (30) days written notice to the other

of its intent to terminate. Notice shall be certified or registered mail, return receipt requested, at the address of the respective party set forth below.

14. **ASSIGNABILITY.** This Agreement shall be binding upon and inure to the benefit of the respective parties, their successors, assigns, legal and personal representatives, but shall not be assigned without the prior written consent of the other party to this Agreement.

15. **EFFECTIVE AGREEMENT AND GOVERNING LAW.** The entire Agreement between the parties is expressed in this writing. All other documents expressly referred to in this writing shall be binding upon the parties to this Agreement to the extent referred to herein and to the extent that they do not conflict with this Agreement. No other Agreements or representations shall be binding on the parties unless endorsed herein or on a separate instrument signed by the parties. This Agreement shall be interpreted and construed according to the laws of the State of Kansas. For the purpose of enforcement of any provisions of this Agreement, the parties expressly agree that any invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions and the Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

DATED this _____ day of _____.

KTS Logistics
dba Keim TS, Inc.
Broker

(Name of Carrier)

By:

Corey Futsch

By: _____

(Name)

(Title)

Address: 1249 N. 9th Street
P.O. Box 226
Sabetha, Kansas 66534

Federal I.D. No. _____

Address: _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <i>Keim TS Inc</i>	
	2 Business name/disregarded entity name, if different from above <i>KTS Logistics</i>	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) <i>1249 N. 9th St</i>	Requester's name and address (optional)
	6 City, state, and ZIP code <i>Sabetha KS 66534</i>	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number											
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4	8	-	1	1	9	1	9	0	3		

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ <i>[Signature]</i>	Date ▶ <i>1/1/2021</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

PM-25
(Rev. 1/95)

SERVICE DATE
February 20, 1997

FEDERAL HIGHWAY ADMINISTRATION

LICENSE

MC 312469 B

KEIM T S, INC.
SABETHA, KS, US

This license is evidence of the applicant's authority to engage in operations, in interstate or foreign commerce, as a broker, arranging for transportation of freight (except household goods) by motor vehicle.

This authority will be effective as long as the broker maintains insurance coverage for the protection of the public (49 CFR 1043) and the designation of agents upon whom process may be served (49 CFR 1044). Applicant shall also render reasonably continuous and adequate service under this authority. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

Thomas T. Vining
Chief, Licensing and Insurance Division

USA American Eagle Bonds Ins Agency, LLC

4121 E. Valley Auto dr. #104, Mesa, AZ 85206 Ph. (480) 471-8466 Fax (480) 985-2572

SURETY BOND CONFIRMATION AND CURRENT STATUS REPORT

DATE OF CONFIRMATION: Monday, October 05, 2020

TO WHOM IT MAY CONCERN,

PURSUANT TO YOUR REQUEST, THIS REPORT IS BEING PROVIDED BY AMERICAN EAGLE BONDING AGENCY TO CONFIRM THE CURRENT STATUS OF BOND NUMBER PA01682900023 ON BEHALF OF THE PRINCIPAL. THIS BOND HAS BEEN RENEWED AND SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL ITS EXPIRATION DATE UNLESS OTHERWISE NOTIFIED IN WRITING BY THE SURETY COMPANY. PREMIUM WAS PAID.

AGENCY: BERGKAMP INSURANCE CENTER INC
300 N MAIN
SOUTH HUTCHINSON
KS 67505-

ATTENTION: PAUL
BERGKAMP

PHONE: (620) 662-7067

FAX: (620) 662-8966

EMAIL PAULB@BERGKAMPINSURANCE.COM

EMAIL2

PRINCIPAL: KEIM TS INC
1249 N 9TH
SABETHA KS 66534-

CLIENT ID: PH 0059

BOND NO: PA01682900023

BOND AMT: \$75,000.00

BOND TYPE: TRUCK BROKER

OBLIGEE: FMSCA

RENEWAL ACTION: CONTINUOUS-ANNUAL

EFFECTIVE DATE: 10/1/2020

EXPIRATION DATE 10/1/2021

REGARDS,


Kathryn D White

RENEWAL DEPT.

- THE BOND IS CONTINUOUS SURETY NOT REQUIRED TO SEND ANYTHING TO OBLIGEE
- ATTACHED COPY OF ELECTRONICALLY FILED BOND OR NEW ORIGINAL BOND MAILED
- RENEWAL CERTIFICATE, NEW BOND OR REINSTATEMENT SEND TO OBLIGEE

Credit References

Bowhay Truck Line Inc
P. O. Box 150
Summerfield,KS 66541
800 255 2453

H Trucking Inc
3221 W. Chain of Rocks Road
Granite City,IL 62040
800 844 2984

Tennessee Steel Haulers
P. O. Box 78189
Nashville,TN 37207
888 599 0007

ABCD Transport
P.O. Box 21
Marquand,MO 63655
573 783 8558