



LESS THAN TRUCKLOAD (LTL) LOAD AGREEMENT

, hereinafter "Customer", wishes for KTI to arrange for an LTL shipment under the terms and conditions of this Agreement as described below:

- 1. KTI is a registered property broker, MC-318105, and will arrange with a LTL provider to move the following SHIPPER-described freight:
A. Date of requested Pick up: \_\_\_\_\_ Date of approximate delivery: \_\_\_\_\_
B. Pick Up Point: \_\_\_\_\_ Pick Up Zip Code: \_\_\_\_\_ Approx. Value \$ \_\_\_\_\_
C. Destination Point: \_\_\_\_\_ Destination Zip Code: \_\_\_\_\_
D. LTL Class: \_\_\_\_\_ Weight: \_\_\_\_\_ Pallet(s): \_\_\_\_\_ Standard Pallets(s) Y or N (Circle) If N, Size: \_\_\_\_\_
E. LTL Commodity: \_\_\_\_\_ Insurance limit Per Pound: \$ \_\_\_\_\_
F. Special Requirements/Services (May cause delay and/or additional charges):
[ ] Limited Access [ ] Convention [ ] Hazmat [ ] Inside Delivery [ ] Inside Pick Up [ ] Origin Lift Gate
[ ] Dest. Lift Gate [ ] Notify Prior to Delivery [ ] Over Dimension [ ] Protection from Freezing
[ ] Residential Pick Up [ ] Residential Delivery [ ] Other: \_\_\_\_\_
2. Based on the above information, Customer agrees to pay KTI \$ \_\_\_\_\_ per shipment under this Agreement within \_\_\_\_\_ days of receipt of invoice and proof of delivery signed by consignee.
3. The Customer is responsible for and warrants their compliance with all applicable laws, rules, and regulations including but not limited to customs laws, import and export laws and governmental regulation of any country to, from, through or over which the shipment may be carried.
4. KTI is a freight broker and not a carrier. KTI shall not be liable for any freight loss, damage, theft or consequential damages of any kind.

transportation or shipments acceptable only under certain conditions. KTI is not liable for losses, mis-delivery or non-delivery caused by the acts of God, perils of the air, public enemies, public authorities, acts or omissions of Customs or quarantine officials, war, riots, strikes, labor disputes, weather conditions or mechanical delay or failure of aircraft or other equipment. KTI is not liable for failure to comply with delivery or other instructions from the Customer or for the acts or omissions of any person other than employees of KTI. Subject to the limitations of liability contained in the Bill of Lading and the carrier's General Rules Tariff, KTI shall only be liable for loss, damage, mis-delivery or non-delivery caused by KTI's own gross negligence. KTI's liability therefore shall be limited to the fees that Access America has earned with respect to the subject shipment. **IN ANY EVENT, KTI SHALL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY OR ENTITY FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR INCOME, WHETHER OR NOT KTI HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED.**

5. The individual carrier's governing General Rules Tariff determines the standard liability cargo insurance coverage offered by all carriers. If the shipment contains freight with a predetermined exception value, as determined by the selected carrier, the maximum exception liability will override the otherwise standard liability coverage. The filing of a claim does not relieve the responsible party for payment of freight charges. Freight payment is necessary in order for a carrier to process a claim. All freight cargo claims should be submitted immediately to KTI to help ensure timely resolution. KTI will attempt to assist in the resolution of freight claims, but has no responsibility or liability therefore.
6. The General Rules Tariffs, set forth by the carriers, will in every instance take precedence in all legal proceedings and when applicable, will take precedence over Access America's Terms and Conditions stated herein. If not stated within the carrier's General Rules Tariff, Access America's Terms and Conditions as stated herein shall control. Customer shall indemnify and hold KTI Transportation harmless from any and all damages, claims or liability, including, but not limited to, reasonable attorney's fees, arising out of SHIPPERS violation of the terms of this letter Agreement.
7. Except as provided for in this letter Agreement, the Parties waive any and all rights and remedies they may have under the ICC Termination Act of 1995. Any claims arising out of this agreement shall be resolved solely by arbitration, before Transportation Arbitration and Mediation PLLC, or which shall be the exclusive remedy of the parties except to the extent injunctive relief may be necessary. Unless otherwise preempted by federal law, the laws of the State of Minnesota shall be applied, and venue of any arbitration action shall be in the State of Minnesota.

BY ACCEPTING THESE TERMS AND CONDITIONS BELOW, THE CUSTOMER ACCEPTS ALL RULES AND REGULATIONS SPECIFIED IN THIS DOCUMENT, INCLUDING THE RESPONSIBILITY OF PAYING ALL APPLICABLE CHARGES AND LAWS. THE CUSTOMER SHALL BE LIABLE FOR ALL CHARGES PAYABLE ON ACCOUNT OF SUCH CUSTOMER'S SHIPMENT, INCLUDING BUT NOT LIMITED TO TRANSPORTATION, FUEL, AND OTHER APPLICABLE ACCESSORIAL CHARGES, INCLUDING ALL ADJUSTMENTS ISSUED BY THE CARRIER AFTER THE SHIPMENT AND ALL DUTIES, CUSTOMS ASSESSMENTS, GONVERNMENTAL PENALTIES, AND TAXES.

Please sign below and return by mail, email or fax a copy of this agreement to these terms. If Not returned by the time the freight is picked up, delivery of the freight to carrier shall constitute your agreement to be bound by these terms and conditions.

KTI, INC.

By: \_\_\_\_\_  
(Authorized Electronic Signature)

Customer

By: \_\_\_\_\_  
(Authorized Electronic Signature)

Title: \_\_\_\_\_

**I ACCEPT. By checking this "I accept" box, you hereby agree that this electronic signature is valid and agree to be contractually bound by the terms and conditions of this Agreement.**