

Return Application Check List

There are a few things we need from you when you submit your application. Here's a simple check list to make sure we get everything we need to get you started quicker.

- MC letter
- W9
- Certificate of Insurance (COI)
- Notice of Assignment (NOA)
 - ***Must list Cheetah Logistics, llc as certificate holder***
- If using TBS Factoring, please complete
 - ❖ Direction of Funds Agreement
 - ❖ TBS Authorization Form
- All documents completed IN FULL
- Please scan and email/fax all documents back to office

Cheetah Dispatching Application

Please fill out the following Application as accurately and fully as you can. This information is required to dispatch your driver and thus, to do our job.

My MC# _____ and company name is: _____

Name of Owner of the company: _____

Home and cell number of Owner of company: _____ Cell: _____

Full name of driver: _____ Cell: _____

If more than one driver, please copy this page and use for other driver info.

Emergency name & phone number contact to the driver: _____

Owner's email (this is where rate sheets and weekly invoices will be sent)

Email: _____

Company mailing address (what is registered with DOT):

Street: _____

City: _____, State: _____ Zip: _____

Physical address if different:

Street: _____

City: _____, State: _____ Zip: _____

If you will be having someone else doing this paperwork other than you (owner) please list the names and phone numbers of the person(s) with the authority to do so.

Name _____ Phone _____

Email: _____ Fax _____

Name _____ Phone _____

Email: _____ Fax _____

Who's name will we be signing on the Broker Packets (This should be the owner or authorized person)

Name Print: _____ (computer generated signatures)

YOUR TRUCK AND TRAILER INFORMATION PAGE

Please use additional paper if required. Please list each drivers' truck and trailer information in the following fields that match that driver. Please be accurate, guessing can cause load issues and hamper your Load Planner.

Drivers name: _____ DOB _____ CDL# _____ St _____

Expiration date _____

EIN (FID#) or SSN of Owner _____

Type of trailer: _____ (Van, step deck, hotshot, flatbed)

Year of Trailer _____ Trailer number _____

Length of trailer before ramps: _____ After ramps: _____

Trailer has dovetail? Y / N

Trailer has removable ramps? Y / N

Width of trailer from rail to rail: _____

Are the tires above or below the trailer bed ABOVE / BELLOW?

How many axles on the trailer: _____ rated for _____ lbs

Trailer has dually tire axels by (1,2,3) _____ or single tire axels by (1,2,3,4) _____

Is trailer air ride? Y / N

How many inches off the ground to bed of trailer? _____ in

Truck model: Year _____ Make _____ Model _____ Towing capacity _____ lbs

Diesel or Gas? Please circle one.

Unit # of your truck _____

Registered weight _____ (what's on your cab card)

Registered states to haul in; or put "all 48"

Empty weight of your truck and trailer together (please attach a certified scale ticket)

WHAT EQUIPMENT EACH TRUCK/TRAILER HAS, SIZES AND QUANTITIES

PLEASE ENTER HOW MANY AND THE SIZES OF EACH OF THE BELOW AND ANYTHING ELSE THAT MAY HAVE NOT BEEN LISTED.

Traler # _____ Truck # _____

MC# _____ DOT# _____

Phone# _____

Trailer Length _____ (Feet) Width _____ (inches)

Total Trailer Carry Weight _____ (lbs)

Chains W/ Ratchet binders _____

Tarps _____ sizes _____

Straps _____

Winch Y / N Pull Capacity _____

Dunnage (spare wood, 4X4, 2X4, Etc.) _____

Ramps, if equipped, rating : _____ Length: _____

Do you have an on-board weight device? Y / N

If truck is a Semi, do you have the following:

If flatbed, do you have pipe stacks? Y / N

Do you have coils? Y / N

If you do not have tarps or any of the above listed for your trailer, are you willing to get them? Y / N

If YES, how soon can you get them? _____ -

WE HIGHLY RECOMMEND TARPS, CHAINS, RAMPS, STRAPS, AND DUNNAGE

What date is the driver ready to head out with a load? _____ (please allow us a min of 3-4 business days for set up, as this pends your authority and reference check)

City and State for your first pickup? _____

How did you hear of us? _____

DRIVER INFORMATION SHEET

What needs to be done by each driver, each day:

- ❖ Check in daily by phone, email, or txt, whether on a load or not, by 9am NM time
- ❖ Communication is crucial, please let us know
 - If your falling behind
 - You are not feeling well
 - Truck or trailer is in the shop
 - You are on a 34 hour reset or need one (please allow us a min of 20 hours on clock to make sure all loads are taken care of, and your sit is as short as we can make it (you make no money just sitting there!))
 - No yelling at ANYONE. It is unprofessional, and rude. If you have a problem with something, please calmly explain the situation and we will strive to resolve any problems that may arise. Life is stressful for you as well as us, please be professional at all times. Abuse will not be tolerated.
 - Please be honest with your Load Planners! Lies or half truths will only make it harder to plan you. (Example, don't say you can pick up a load by 5pm, it 3pm and your 400 miles away!) Its not worth jeopardizing the relationship between you and a broker!
- ❖ If you are a refer, YOU MUST BE CARB COMPLIANT FOR CALIFORNIA OR YOU WILL BE PENALIZED BY CA.

The driver has been given a copy of these above rules _____ (signature) and agrees to follow these rules. Date / /2017

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is entered into as of the [] day of [], 20[17], between Cheetah Logistics, LLC (“the Company”) and _____ (“the Contractor”).

1. Independent Contractor. Subject to the terms and conditions of this Agreement, the Company hereby engages the Contractor as an independent contractor to perform the services set forth herein, and the Contractor hereby accepts such engagement.
2. Duties, Term, and Compensation. The Contractor’s duties, term of engagement, compensation and provisions for payment thereof shall be as set forth in the estimate previously provided to the Company by the Contractor and which is attached as Exhibit A, which may be amended in writing from time to time, or supplemented with subsequent estimates for services to be rendered by the Contractor and agreed to by the Company, and which collectively are hereby incorporated by reference.
3. Expenses. During the term of this Agreement, the Contractor shall bill and the Company shall reimburse [him or her] for all reasonable and approved out-of-pocket expenses which are incurred in connection with the performance of the duties hereunder. Notwithstanding the foregoing, expenses for the time spend by Consultant in traveling to and from Company facilities shall not be reimbursable.
4. Written Reports. The Company may request that project plans, progress reports and a final results report be provided by Consultant on a weekly basis. A final results report shall be due at the conclusion of the week, by Saturday 10pm every week, and shall be submitted to the Company in a confidential written report at such time, via email. The results report shall be in such form and setting forth such information and data as is reasonably requested by the Company.
5. Inventions. Any and all inventions, discoveries, developments and innovations conceived by the Contractor during this engagement relative to the duties under this Agreement shall be the exclusive property of the Company; and the Contractor hereby assigns all right, title, and interest in the same to the Company. Any and all inventions, discoveries, developments and innovations conceived by the Contractor prior to the term of this Agreement and utilized by [him or her] in rendering duties to the Company are hereby licensed to the Company for use in its operations and for an infinite duration. This license is non-exclusive, and may be assigned without the Contractor’s prior written approval by the Company to a wholly-owned subsidiary of the Company.
6. Confidentiality. The Contractor acknowledges that during the engagement [he or she] will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by the Company and/or used by the Company in connection with the operation of its business including, without limitation, the Company’s business and product processes, methods, customer lists, accounts and procedures. The Contractor agrees that [he or she] will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with

the Company. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the Company, whether prepared by the Contractor or otherwise coming into [his or her] possession, shall remain the exclusive property of the Company. The Contractor shall not retain any copies of the foregoing without the Company's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by the Company, the Contractor shall immediately deliver to the Company all such files, records, documents, specifications, information, and other items in [his or her] possession or under [his or her] control. The Contractor further agrees that [he or she] will not disclose [his or her] retention as an independent contractor or the terms of this Agreement to any person without the prior written consent of the Company and shall at all times preserve the confidential nature of [his or her] relationship to the Company and of the services hereunder.

7. Conflicts of Interest; Non-hire Provision. The Contractor represents that [he or she] is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between the Contractor and any third party. Further, the Contractor, in rendering [his or her] duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which [he or she] does not have a proprietary interest. During the term of this agreement, the Contractor shall devote as much of [his or her] productive time, energy and abilities to the performance of [his or her] duties hereunder as is necessary to perform the required duties in a timely and productive manner. The Contractor is expressly free to perform services for other parties while performing services for the Company. For a period of six months following any termination, the Contractor shall not, directly or indirectly hire, solicit, or encourage to leave the Company's employment, any employee, consultant, or contractor of the Company or hire any such employee, consultant, or contractor who has left the Company's employment or contractual engagement within one year of such employment or engagement.
8. Right to Injunction. The parties hereto acknowledge that the services to be rendered by the Contractor under this Agreement and the rights and privileges granted to the Company under the Agreement are of a special, unique, unusual, and extraordinary character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action at law, and the breach by the Contractor of any of the provisions of this Agreement will cause the Company irreparable injury and damage. The Contractor expressly agrees that the Company shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by the Contractor. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that the Company may have for damages or otherwise. The various rights and remedies of the Company under this Agreement or otherwise shall be construed to be cumulative, and no one of the them shall be exclusive of any other or of any right or remedy allowed by law.
9. Merger. This Agreement shall not be terminated by the merger or consolidation of the Company into or with any other entity.
10. Termination. The Company may terminate this Agreement at any time by verbal or written notice to the Contractor. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of the Company, is

guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the Company at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.

11. Independent Contractor. This Agreement shall not render the Contractor an employee, partner, agent of, or joint venture with the Company for any purpose. The Contractor is and will remain an independent contractor in [his or her] relationship to the Company. The Company shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the Company hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
12. Insurance. The Contractor will carry liability insurance (including malpractice insurance, if warranted) relative to any service that [he or she] performs for the Company.
13. Successors and Assigns. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.
14. Choice of Law. The laws of the state of New Mexico shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.
15. Arbitration. Any controversies arising out of the terms of this Agreement or its interpretation shall be settled in Arizona in accordance with the rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof.
16. Headings. Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.
17. Waiver. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.
18. Assignment. The Contractor shall not assign any of [his or her] rights under this Agreement, or delegate the performance of any of [his or her] duties hereunder, without the prior written consent of the Company.
19. Notices. Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to the Contractor: Name _____
Street address _____
City _____, State _____, Zip _____

If to the Company: Name Robert Fronstin
Street address 1705 Sullivan Ave.
City Farmington, State NM, Zip 87401

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

- 20. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
- 21. Entire Understanding. This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.
- 22. Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

By: _____
Its: [OWNER]

By: _____
Its: [Contractor]

SCHEDULE A

DUTIES, TERM, AND COMPENSATION

DUTIES: The Contractor will carry out the duties required to do the contracted work (moving freight from point a to point b. [He or she] will report directly to Dusty McDonald, or Robert Fronstin and to any other party designated by Cheetah Logistics, LLC in connection with the performance of the duties under this Agreement and shall fulfill any other duties reasonably requested by the Company and agreed to by the Contractor.

TERM: This engagement shall commence upon execution of this Agreement and shall continue in full force and effect through (date) _____ or earlier upon completion of the Contractor's duties under this Agreement. The Agreement may only be extended thereafter by mutual agreement, unless terminated earlier by operation of and in accordance with this Agreement.

COMPENSATION:

As full compensation for the services rendered pursuant to this Agreement, the Company shall pay the Contractor at the rate of 90% of 100% of the dollars earned each driver dispatched, taking 10% for services rendered. **This does not include factoring**, which is at the discretion of the Contractor. Such compensation shall be payable within 7 days of receipt of Contractor's weekly invoice for services rendered supported by reasonable documentation, unless factored, at which rate, pay is deposited by the factoring company, minus service fee of 10% held for Cheetah Logistics, LLC. All deposits from TBS or other factoring company will be the responsibility of said factoring company, not Cheetah Logistics, LLC, unless factoring wasn't done.

Cheetah Dispatching, is a Division of Cheetah Logistics, LLC (505) 258-4418

I hereby give Cheetah Dispatching, a division of Cheetah Logistics, LLC, on _____ (date) to sign rate sheets and broker packets on behalf of the owner of

_____ (company name) until such notice is given in writing to Cheetah Dispatching of Termination of services.

Signature of Owner

Date

Authorized Signatory Form

Complete this form and email or fax to: **sendinfo@tbsokc.com**, **FAX (405)528-4493**.
For assistance, call (800) 207-7661, Monday - Friday, 8 a.m. – 5:30 p.m., CT.

All fields required unless otherwise indicated.

Client and Authorizing Party

First Name:	Last Name:	Company Name:	Position with Company:

TBS Account Number:

Name of Individual Being Authorized to Sign on Account:

First Name:	Last Name:	Relationship to Client:	Phone Number:
Email Address:	DOB:	Secondary Phone:	

If you wish to designate an authorized signer on your account, please complete all of the required fields above. You hereby designate the following individual as an authorized signer on your TBS Factoring, LLC factoring account.

By designating an authorized signer, you authorize the person above as “Authorized Signer” to transact business with and give instructions to TBS Factoring, LLC regarding your account; including direct funds and select payment methods, authorize fees, send in loads for factoring, deposits or withdrawals to your fuel cards, by any means acceptable to TBS Factoring, including paper and electronic methods such as ACH and Internet-generated transactions; receive and have access to account information, including account balances and transactions; endorse any instruments such as checks, orders or other documents for the payment of funds; and to otherwise serve as agent for your TBS Factoring Account.

You specifically authorize TBS Factoring, LLC, to rely upon this authorization and designation until such time, if any, that TBS Factoring, LLC receives a written revocation of this authorization, and has had a reasonable time to act upon the revocation. You understand that you are responsible for ensuring that your authorized signer reads and understands the Account Documents which have been previously provided to you. You hold harmless and indemnify TBS Factoring, LLC against any claims against or losses TBS Factoring, LLC may suffer arising out of reliance on this authorization, and release TBS Factoring, LLC from any liability arising from such reliance, unless otherwise prohibited by law. You understand that you bear sole responsibility for any tax consequences that result from any actions taken by the authorized signer regarding your account.

NO PRESENT OR FUTURE OWNERSHIP OR RIGHT OF SURVIVORSHIP IS GIVEN TO THE AUTHORIZED SIGNER BY THIS AUTHORIZATION. UPON NOTICE TO TBS FACTORING, LLC OF SALE OF THE COMPANY OR CHANGE IN OWNERSHIP, THIS AUTHORIZATION TERMINATES.

Client Signature (Required):

Date:

Authorized Signer (Required):

Date:

Approved by:

Date:

TBS Factoring

DIRECTION OF FUNDS AGREEMENT

This Direction of Funds Agreement ("Agreement") is entered into between [Click here to enter text.](#) ("Carrier"), TBS Factoring Service, LLC ("TBS"), 3909 N . Classen Blvd, Oklahoma City, OK; and [Click here to enter text.](#) ("**Dispatcher**" or "**Provider**").

WHEREAS, TBS factors accounts receivable of Carrier under a factoring agreement;

WHEREAS, in connection with Provider and Carrier's Contract for Dispatch Services, Provider and Carrier request TBS to pay certain sums to Provider from the proceeds of Load Invoices factored by TBS for Carrier; and

WHEREAS, TBS has agreed to remit such certain sums to Provider, subject to the terms and conditions set forth below.

THE PARTIES AGREE AS FOLLOWS:

1. For Load Invoices (a) generated by Carrier as a result Provider's services for Carrier in any given week; (b) which conform to the terms of the Contract for Dispatch Services; (c) copies of which are received by TBS from Provider by not later than Wednesday of that same week; and (d) which Load Invoices were factored by TBS for Carrier in that same week, TBS is authorized and directed by Carrier to pay to Provider, at its designated account, by Friday of the same week, [Click here to enter text.](#) (amount or percentage dispatch fee) of the amount due the Carrier from TBS under their factoring agreement until otherwise notified in writing by both Provider and Carrier.
2. Carrier and Provider understand that TBS can only pay Provider its invoiced fees if there are funds due Carrier from TBS to pay the Provider for its services rendered under the Contract for Dispatch Services. If no funds are available at the time of Provider's invoicing for its fees for services, TBS shall pay the amount due Provider as well as any new fee charges to Carrier from Provider at the time of paying the next available factoring settlement between Carrier and TBS.
3. Both Provider and Carrier hereby acknowledge and agree this Agreement (a) is not a guarantee of payment to Provider even in the event TBS has funds due Carrier at the time Provider invoices for its fees; and (b) TBS shall not be liable any for payment due Provider if there are no funds in the Carrier's account with TBS or after the Contract for Dispatch Services between the Carrier and Provider is terminated.
4. TBS shall not be liable for any act of negligence or failure on its part to issue timely payment to Provider, failure to collect fees for Provider from Carrier's funds; incorrectly deduct a Provider fee charge from Carrier's funds; or any other error in the course of business between the parties to this Agreement.
5. This Agreement shall remain in full force and effect until: (i) the factoring relationship between TBS and Carrier has terminated; or (ii) it has been terminated and notice in writing given to all parties. The

carrier understands that simply calling is not sufficient to cancel this Agreement. This Agreement shall not constitute any subordination of TBS' security interest and rights to the collateral of Carrier.

- 6. Upon written termination of contract as set forth in subpart five (5) above, if funds are available, TBS shall pay Provider from Carrier's funds any fee charges due Provider. Carrier authorizes TBS to deduct all fee charges due the Provider from Carrier at time of termination of the Contract for Dispatch Services.

This Agreement may be amended only by an instrument, in writing, signed by all parties hereto.

This Agreement represents the entire understanding between TBS, Carrier and Provider on the matters addressed herein and may not be modified, changed or altered by any promise or statement other than in writing, signed by TBS, Carrier and Provider. The waiver of a breach of any provision of this Agreement shall not be construed as a waiver of rights with respect to any subsequent breach.

This Agreement shall be governed by and interpreted in all respects in accordance with the laws of Oklahoma, without giving effect to the conflict-of-laws principles thereof.

The parties hereto have caused this Agreement to be executed by their respective authorized officers to be effective as of the Click here to enter text. day of Click here to enter text., 2015.

(DISPATCH/PROVIDER)

By: _____
Name:

Title:

(CARRIER)

TBS FACTORING SERVICE, INC.
(TBS)

By: _____
Name: _____

Title: _____

By: _____
Name: WOOD KAUFMAN

Title: MEMBER