



Advantage Transportation, Inc.
Customer Agreement

Customer's Legal Business Name: _____ Date _____
Doing Business As (DBA) _____
Street Address _____
City _____ State _____ Zip _____
Telephone No _____ Website _____
Type of Account [] Credit Card or ACH (C.O.D) [] Apply for Credit

Credit Card or ACH (C.O.D)

If you have elected to pay your freight bill by credit card or ACH, please fax the attached authorization form to 801-746-8776. Please note that once your "credit card" or "check" information is processed through Zions National Bank, the faxed authorization form will be shredded. Additionally, Zions National Bank maintains the account information on dedicated, secure servers and all account numbers are unavailable to Advantage Transportation or its employees. If payments are made through or by credit card, customer agrees to pay an additional surcharge equal to 3% of the amount owed as set forth on each invoice. Applicant expressly authorizes Advantage Transportation, Inc. (also referred to herein as "Advantage") to add such a surcharge to each payment made by credit card. If customer is paying through ACH, there is no bank processing fee.

Please fill out the following if you are applying for credit, otherwise leave blank.

Apply for Credit

Type of Organization: [] Corporation [] LLC [] Sole Owner [] Other

How many years in business? _____ Federal ID# _____
Owner(s)/ Partner(s) names:
Title _____ Title _____
Name of Owner 1 _____ Name of Owner 2 _____
SSN# _____ DOB _____ SSN# _____ DOB _____
Home Address _____ Home Address _____
City _____ State _____ Zip _____ City _____ State _____ Zip _____
Email _____ Email _____
Cell Phone # _____ Cell Phone # _____

Company Contacts:

Shipping Mgr. _____ Cell Phone _____ Email _____
Office Mgr. _____ Cell Phone _____ Email _____
Acct Payable _____ Cell Phone _____ Email _____
Controller _____ Cell Phone _____ Email _____
Other _____ Cell Phone _____ Email _____

Customer's Centralized Billing Email Address: _____

Note: Please indicate above email address to send your freight bills.

Please sign this customer agreement, whether applying for credit or are paying by credit card. The above-named Customer, through its authorized representative, certifies that the information contained herein is true and correct, that the undersigned is authorized to execute this Customer Agreement on behalf of the Customer named above that Customer has reviewed the credit policy set forth on Page 2 and the Shipping Terms and Conditions set forth on Page 3 and Customer agrees to be bound by and accepts the terms of these documents and any modifications of the same that may occur hereafter by and with Advantage Transportation, Inc.

X _____ X _____ X _____
Print Name and Title Signature Date



Advantage Transportation, Inc.
Customer Agreement

Advantage Transportation, Inc.
Credit Policy

Advantage Transportation, Inc.
Personal Guaranty

Payment for all freight bills shall be due and payable to Advantage Transportation, Inc. at 4524 West 1980 South, Salt Lake City, Utah 84104 WITHIN 30 DAYS OF DELIVERY DATE. The normal form of payment for freight and all other charges is by cash or check. If payments are made through or by credit card, Customer agrees to pay an additional surcharge equal to 3% of the amount owed as set forth on each invoice. Applicant expressly authorizes Advantage Transportation, Inc. (also referred to herein as "Advantage") to add such a surcharge to each payment made by credit card. Accounts which are not paid by the 30th day from the date of delivery of the freight or other charges billed shall be delinquent and may then be subject to review of credit privileges or termination of services until the account balance is brought current.

Customer agrees that all freight or other charges billed by Advantage are due within thirty (30) from the date of delivery. Any such charges not paid to Advantage within 30 days from the date of delivery shall accrue interest at the rate of 1.5% per month. Customer further agrees that Customer shall pay any and all collection expenses, including, but not limited to attorney's fees and court costs that may result from collection actions taken against Customer whether any such attorney fees or expenses are incurred with or without or before or after commencement of any lawsuit or incurred prior to or after entry of a judgment. All transactions and dealings between Advantage Transportation, Inc., and Customer shall be governed by the laws of the State of Utah and where applicable, federal law. Jurisdiction and venue for any and all actions or proceedings between Customer and Advantage Transportation, Inc., and/or any shipper, consignee, or other third-party involved in the movement of freight shall be proper in the courts in the State of Utah located in Salt Lake County and/or the U.S. District Court for the District of Utah. Customer also agrees to only bring any action against Advantage Transportation, Inc. exclusively in such Courts. Customer further waives and agrees not to assert any defense based upon jurisdiction, venue, and inconvenience of forum, lack of personal jurisdiction or similar doctrine for actions commenced by Advantage Transportation, Inc., in such courts. Customer hereby waives any right to a trial by jury.

Customer further agrees not to back solicit or tender loads directly to the carriers that Advantage arranges to haul the freight of any Customer, nor to allow such carriers to haul freight directly for Customer. Customer acknowledges and agrees that Advantage is acting in all respects pertaining hereto as an interstate property broker as the term "broker" is defined in 49 U.S.C. § 102(2) and 49 C.F.R. §371.2(a). Customer, thus, agrees that any and all claims for loss or damage to cargo or theft of cargo and any claims for delay in delivery of freight will be directed to and asserted directly against the carriers arranged by Advantage and that no such claims will be asserted against Advantage and that Advantage will not be liable for any such claims. Customer hereby authorizes Advantage or any of its agents to obtain credit information from the bank, trade, transportation and credit references listed above and credit reporting companies as Advantage or any of its agents deems necessary to determine Customer's payment history and to report credit information to others.

In order to induce Advantage Transportation, Inc. to grant credit to Customer, a personal guaranty is required below. Each person signing below agrees to be bound by all terms of the Credit Policy set forth in this Customer Agreement as well as the terms below.

Whether or not the undersigned is authorized to sign on behalf of Customer, the undersigned personally guaranties to pay for and assumes all of Customer's duties and liabilities set forth in this Agreement. Furthermore, each person signing below hereby agrees to pay Advantage Transportation, Inc., on demand any sum which may become due to Advantage Transportation, Inc. by Customer whether or not Customer shall fail to pay the same. Guarantor also agrees that Advantage may pursue the undersigned guarantor(s) without first pursuing Customer. It is understood that this guaranty shall be a continuing and irrevocable guaranty and an agreement to indemnify Advantage Transportation, Inc. for all indebtedness of Customer to Advantage. Any release of any personal guarantor from the terms of this guaranty or modification of this guaranty by the undersigned must be in writing signed by an authorized representative of Advantage.

The undersigned hereby waive notice of acceptance, default, non-payment and notice thereof, and consent to any modification or renewal of the Customer Agreement and this Personal Guaranty made by Advantage.

Print Name of Personal Guarantor:

SSN _____ Date of Birth: ____/____/____

Signed _____ Title _____

Date _____

Print Name of Personal Guarantor:

SSN _____ Date of Birth: ____/____/____

Signed _____ Title _____

Date _____



Advantage Transportation, Inc. Customer Agreement

SHIPPING TERMS & CONDITIONS March 2016

CREDIT POLICY - Payment for all freight bills are to be received at Advantage Transportation Inc. located at 4524 West 1980 South, Salt Lake City, Utah 84104 WITHIN 30 DAYS OF DELIVERY DATE. Accounts, which are 31 days old shall be delinquent and subject to review of credit privilege and possible termination of further services until the account balance is brought current. A service charge of one and One-half percent (1 ½%) per month shall be assessed. A 3% charge shall apply for credit card payments.

SUBJECT TO CHANGE – Advantage Transportation makes every effort to keep our freight rates consistent and stable. In years past, we have experienced very little change in our rates. However from time to time, market conditions change and rate adjustments are then made. Advantage reserves the right to make changes to our rates at any time with or without notice. Advantage will make attempt to notify the customer in advance if a rate change is in the foreseeable future.

CARGO INSURANCE - Your cargo is insured and covered for damage, with a limitation (released value) of \$2.50 a pound, approximately \$90.00 per case, or \$5,040 per pallet. If your product value exceeds this limitation, our customers or shippers may obtain additional cargo insurance at the rate of \$.40 for every \$100.00 of value above the released value. This option requires notification in writing or email to your dispatcher, twenty-four hours prior to the pick-up. Please note, inadequate packaging can void all cargo coverage. The cargo insurance policy also includes allowing our driver the opportunity to inspect the product for damage before the product is loaded on the trailer.

PALLET OR CASE MINIMUM - There is a 1-pallet or a 56-case minimum per pick-up and delivery. Quantities less than the minimum will be invoiced at the minimum quantity. Customers may consolidate multiple orders to satisfy the minimum quantity if the orders pick-up and deliver at the same location.

WAITING TIME - When our truck arrives at the designated pick-up location, there will be no charge for the first hour of waiting. When waiting time surpasses one hour, there may be a \$75.00 per hour charge.

DRIVER HANDLING CHARGE - Our services are "dock-to-dock." The parties agree that at the pick-up location and delivery location loading and unloading the product from our trailer shall be under our driver's supervision. Our drivers are responsible for the method in which a trailer is loaded for safety purposes. Therefore, freight may be moved or restacked for this reason. On occasion, our drivers may be asked to assist in loading or un-loading freight. Our fee is 1.00 per case or \$56.00 per pallet, with a 28 case minimum or ½ pallet minimum. This charge will show on your invoice. Drivers are not allowed to accept payment directly.

PALLET EXCHANGE

- Advantage Transportation requires a pallet exchange upon delivery. If the receiver or consignee does not have reasonable, good quality pallets to exchange upon delivery, a \$7.00 per pallet charge will be billed back to the customer.

WEIGHT AND SPACE LIMIT - The maximum weight limit per pallet is 2,200 pounds and the maximum space limit is four feet wide by four feet deep by four feet high. An additional charge may apply if the pallet is beyond this weight and space limit.

SHIPPER LOAD AND COUNT - In order to assure your product is accounted for and loaded correctly, our driver must have access to the product while it is being loaded. Our driver's responsibility is to count the pieces and make sure the actual count agrees to the quantities on the bill of lading. If the driver does not have access to the freight or is unable to personally count the freight, our drivers are instructed to write on the bill of lading "Shipper Load and Count". This means that neither the driver nor Advantage Transportation can verify the quantities that are loaded and cannot be responsible for any quantity discrepancies.

FUEL SURCHARGE – As of February 1st, the rates reflected include all fuel Surcharges; however the fuel surcharge is subject to change based on the price of fuel at the time of transporting cargo.



Advantage Transportation, Inc. Customer Agreement

Credit Card Payment Authorization Form (or) ACH Authorization Form

Please complete the information below:

Please note: A 3% processing fee applies to all credit cards

Credit Card

Name: _____ Company: _____

Billing Address: _____ Phone #: _____

City, State, Zip: _____ Email: _____

Account Type: Visa Mastercard AMEX Discover

Cardholder name: _____

Card #: _____

Exp: _____ CVV#(3 digit number on back of Visa/MC, 4 digit on front of AMEX): _____

ACH-Bank Check

Bank Name: _____

Contact: _____ Phone #: _____

Checking Acct #: _____ Savings Acct#: _____

City: _____ State _____

By signing this form you give us permission to debit your account for the amount indicated. Any payment made by credit card are subject to a surcharge equal to **3%** of the amount owed for services. Applicant expressly authorizes Advantage Transportation to add such a surcharge to any payment made by credit card account. I, authorize the above named business to charge the credit card indicated in this authorization form according to the terms outlined above. This payment authorization is for the goods/services described above, for the amount indicated above only. I certify that I am an authorized user of this credit card and that I will not dispute the payment with my credit card company; so long as the transaction corresponds to the terms indicated in this form. Also by signing I understand all rates and services provided by Company are subject to the "Shipping Terms & Conditions" which are hereby incorporated by reference on page 3. Applicant acknowledges, agrees and represents that it has reviewed and is familiar with such Terms and Conditions and that Applicant accepts the Terms and Conditions as the same may be modified from time-to-time.

X _____ X _____ X _____
 Print Name & Title Signature Date