



V3 Transportation

4920 Enterprise Parkway
Seville, OH 44273
P: 888 255-5955
F: 866 334-0221

CARRIER PACKET

(Revised March 2019)

Thank you for your interest in becoming an approved carrier for V3 Logistix, Inc., dba V3 Transportation. We offer excellent opportunities for you to grow your business through V3's competitive rates and prompt settlements. To quickly move through the approval process, please EMAIL the following items in their entirety to carriers@v3transportation.com and make sure your insurance complies with our requirements.

- V
- COMPLETED AND SIGNED Proof of Delivery Requirements
- COMPLETED Carrier Profile Sheet
- COMPLETED AND SIGNED Drivers and Equipment Sheet
- COMPLETED AND SIGNED Payment Policy and Accounts Payable Procedures
- COMPLETED AND SIGNED current W-9 (W-8 for Canadian based carriers)
- CERTIFICATE OF INSURANCE Pay attention to requirements below
- OPERATING AUTHORITY Must have valid authority for at least six consecutive months and have valid DOT authority.
- Any other applicable certificates/documentation (Hazmat, SCAC, etc.)
- Valid Notice of Release from factoring company, if applicable.

To be an approved carrier for V3, you must have DOT authority and your DOT safety rating must be Satisfactory or unrated.

ALL DOCUMENTS
MUST BE SIGNED BY A **COMPANY OFFICER** OR AUTHORIZED DESIGNEE
AND SUBMITTED TO: **CARRIERS@V3TRANSPORTATION**



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CARRIER PROFILE SHEET

Must be completed in full

Carrier Name:		
Physical Address:		Mailing Address:
MC#	DOT#	SCAC Code:
Factoring Company:	DOT Safer Rating:	ELD Provider:
Company Type: <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other _____ SSN/FEIN: _____		
HAZMAT Certified <input type="checkbox"/> Yes <input type="checkbox"/> No Reg No. _____	Do you own, lease, or otherwise operate a reefer? <input type="checkbox"/> Yes <input type="checkbox"/> No	ELD Compliance: _____ % Compliant
Communications with Drivers: <input type="checkbox"/> Cell Phone <input type="checkbox"/> Satellite <input type="checkbox"/> Pager <input type="checkbox"/> Computer <input type="checkbox"/> Other		
TOLL FREE:	LOCAL:	FAX:
AFTER HOURS:	EMAIL:	
How would you like loads tendered to you? <input type="checkbox"/> Email <input type="checkbox"/> Fax <input type="checkbox"/> Phone		
Owner/Officer Name and Title:		
Company Manager		
Dispatchers:		



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DRIVERS AND EQUIPMENT SHEET

Must be completed in full

Number of Company Drivers: _____ Number of Owner-Operators: _____

Do you have lease agreements with your Owner-Operators? Y N

Are your Owner-Operators permitted to drive for other carriers? Y N

Do you insure your Owner-Operators' vehicles? Y N

Do you use rental vehicles (Penske, Budget, etc.)? Y N

TRUCK TYPE	CAPABILITIES	# COMPANY OWNED UNITS	# OWNER - OPERATOR UNITS
Cargo Van	Capacity: 2,000 lbs. Door Opening: 48" x 48"		
Sprinter	Capacity: 3,000 lbs. Door Opening: 48" x 68"		
22' – 24' Straight Truck	Capacity: up to 12,500 lbs. Door Opening: 96" x 96+ "		
53' Tractor Trailer	Capacity: 42,500 lbs. Door Opening: 101" x 110"		

Signed this _____ day of _____, 20____.

By: _____

Print: _____ Title: _____

MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED DESIGNEE



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PAYMENT POLICY AND ACCOUNTS PAYABLE PROCEDURES

Must complete and sign

To avoid delays in receiving payment, be sure to comply with the following proof of delivery policy.

V3 Transportation pays all freight invoices electronically using Epay Manager. Proof of delivery documents must be uploaded to Epay Manager immediately following delivery.

V3's payment terms are net 45 days from the date all of the following documents are accepted in Epay Manager:

1. A legible copy of the signed proof of delivery
2. The final, signed rate confirmation must match the amount due
3. All reimbursable receipts

Because Epay is web-based and has advanced features, your company will no longer incur the time and cost of preparing and submitting invoices using traditional methods. By eliminating the exchange of paper invoices and checks, we will decrease your collection period by 6 to 10 days. With Epay you will no longer be required to mail invoices or proof of delivery documents. Instead, you will be asked to upload proof of delivery documents. You will be able to track invoices online and accelerate payment whenever necessary. If your company chooses to use a factoring company, a valid Notice of Release must be provided to V3 before you will be approved as a qualified carrier. Should you neglect to inform V3 of your relationship with a factoring company and provide V3 with a valid Notice of Assignment you must inform your factoring agent to comply with V3's invoicing requirements. Further, your status as an approved carrier will be placed on hold until a valid Notice of Release is received by V3. A quickpay option is provided through Epay.

V3 does not accept invoices via regular mail, electronic mail, or facsimile, nor does V3 mail paper checks.



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To Register:

1. Go to www.epaymanager.com
2. Click Free Carrier Registration
3. Fill in your company and banking information
4. Be sure to select **V3 Logistix, Inc.** to receive notification of your registration
5. Select Continue to submit your registration. Your company will be activated to manage invoices within 48 hours.

When new transactions are entered naming your company as the payee, you will receive an email from Epay Manager that will include a link to view the invoice. It is important to remember that to be paid, you must accept each invoice.

Once you are logged in to Epay Manager, you may use the Receivables link, located on the main menu in the upper-left hand corner, to view all current transactions by status. This includes: Pending, Invoiced, Approved, and Paid.

To Manage Invoices:

1. You must upload Proof of Delivery documents using the links on the electronic invoice. Once received, all documents will be posted online within minutes and stored in Epay for three years.
2. Next, verify your payment date or choose a new one by clicking Select New Payment Terms.
3. If you disagree with any itemized amount on the invoice, click Request Change to submit your dispute.
4. For internal tracking purposes you may enter your reference number by clicking Add Carrier Reference Number.
5. Once all Proof of Delivery documents have been submitted and you agree with the payment amount and terms, click Accept Invoice. This action establishes the Invoice Date that will be used to calculate your payment date.

Signed this _____ day of _____, 20____.

By: _____

Print: _____ Title: _____

MUST BE SIGNED BY A **COMPANY OFFICER** OR AUTHORIZED DESIGNEE



BROKER/CARRIER AGREEMENT

THIS AGREEMENT is made and entered on _____, 20____, by and between V3 Logistix, Inc. dba V3 Transportation ("BROKER") and _____ ("CARRIER") MC# _____ DOT# _____ FEIN _____, obligations under this Agreement; (collectively, the "PARTIES").

I. Recitals

A WHEREAS BROKER is licensed as a property broker by the Federal Motor Carrier Safety Administration ("FMCSA"), or by appropriate State agencies, and as a licensed broker, arranges for freight transportation at the request of customers that retain Broker for such purpose (each a "Customer"); and

B. WHEREAS CARRIER is authorized to operate in inter-provincial, interstate and/or intrastate commerce and is qualified, competent, and available to provide for the transportation services required by BROKER; and

C.

NOW THEREFORE, intending to be legally bound, BROKER and CARRIER agree as follows:

II. Agreement

A TERM AND TERMINATION.

1. The Term of this Agreement shall be for one (1) year and shall automatically renew for successive one (1) year periods; provided, however, either PARTY may terminate this Agreement at any time by giving thirty (30) days prior written notice.

2. BROKER may additionally terminate this Agreement immediately without written notice in any of the following events:

- a) CARRIER loses its operating authority or otherwise becomes disqualified to perform its
- b) CARRIER breaches any covenant, obligation, condition, or requirement imposed upon it by this Agreement, and such breach continues for a period of ten (10) days after written notice thereof from BROKER to CARRIER;
- c) CARRIER becomes insolvent or becomes unable to pay its debts in a timely manner;
- d) CARRIER fails to comply with the performance metrics or selection criteria, if any, imposed upon it at any time by BROKER;
- e) CARRIER fails to procure and maintain any of the insurance coverages required by this Agreement; or



f) CARRIER utilizes the services of any brokers or subcontracts transportation of freight tendered by BROKER hereunder to any third- party motor carrier or other transportation provider or utilizes a third-party logistics provider to perform its obligations under this Agreement.

3. CARRIER may additionally terminate this Agreement immediately upon written notice if BROKER breaches any covenant, obligation, condition, or requirement imposed upon it by this Agreement and such breach continues for a period of thirty (30) days after written notice thereof from CARRIER.

4. In the event of termination of this Agreement for any reason, the Parties shall be obligated to complete performance of any work in progress in accordance with the terms of this Agreement.

B. CARRIER'S OPERATING AUTHORITY AND COMPLIANCE WITH LAW. CARRIER represents and warrants that it is duly and legally qualified in accordance with all federal, state, provincial, territorial, and local laws, statutes, regulations, rules, and ordinances (collectively, "Applicable Law"), including that it is and will remain registered as a for-hire motor carrier with the Federal Motor Carrier Safety Administration ("FMCSA") to provide, as a contract carrier, the transportation services contemplated herein. CARRIER further represents and warrants that it does not have an unsatisfactory or unfit safety rating issued by any regulatory authority with jurisdiction over CARRIER's operations, including the Federal Motor Carrier Safety Administration ("FMCSA of the U.S. Department of Transportation ("DOT"). CARRIER further agrees to comply with all Applicable Law in the performance of its services under this Agreement, including, but not limited to:

- a) Independent Contractor Equipment Lease regulations;
- b) Loading and securing of freight standards and regulations;
- c) Implementation and maintenance of driver safety regulations including qualification and hiring, controlled substances, and hours of service regulations; and
- d) Implementation and maintenance of equipment safety regulations.

C. If CARRIER receives an unsatisfactory safety rating, is notified that it may receive an unsatisfactory safety, fails to maintain insurance required hereunder, is notified that such insurance may become ineffective or is otherwise prohibited by Applicable Law from performing services hereunder, CARRIER shall immediately notify BROKER of such fact and shall not carry any loads or goods tendered to CARRIER by BROKER until such prohibition on operations is removed.

D. PERFORMANCE OF SERVICES.

1. CARRIER shall be solely responsible for controlling the method, manner and means of accomplishing CARRIER's services. Any directions provided by BROKER to CARRIER are provided as a convenience only and CARRIER shall have no obligation to follow such directions.

2. CARRIER's services under this Agreement are designed to meet the needs of BROKER under the specified rates and conditions set forth herein. CARRIER agrees that the terms and conditions of this



Agreement apply to all shipments handled by CARRIER for BROKER and that the terms of this Agreement control the relationship between the PARTIES. Regardless of whether they are required by law, in no event shall any provisions of CARRIER' s tariff, terms and conditions, service guide, bill of lading, or similar documentation apply to services provided under this Agreement.

3. CARRIER shall transport all shipments provided under this Agreement without delay, and all occurrences which would be probable or certain to cause delay shall be immediately communicated to BROKER by CARRIER. This Agreement does not grant CARRIER an exclusive right to perform any transportation related services for BROKER or the Customer.

a) Any equipment used by CARRIER to transport cargo pursuant to this Agreement shall be used exclusively for such purpose while loaded with Customer cargo, and in no event will property of any other party be loaded on such equipment unless BROKER expressly consents thereto in writing.

4. CARRIER shall not assign a team bid to a single driver or relay the shipment without prior written authorization from BROKER. Should CARRIER breach this provision, CARRIER will waive all charges. A team bid shall be a request for service by BROKER that either specifically requests a team driven vehicle or where the load in question would require a team based upon delivery time, distance, federal hours-of-service regulations, and safety.

E. RECEIPTS AND BILLS OF LADING. Each shipment hereunder shall be evidenced by a bill of lading acceptable to BROKER naming CARRIER as the transporting carrier. The fact that BROKER is named as a "carrier" upon any applicable bill of lading shall not affect its status as a property broker. Upon delivery of each shipment made hereunder, CARRIER shall obtain a receipt showing the kind and quantity of product delivered to the consignee of such shipment at the destination specified by BROKER or the Customer, and CARRIER shall cause such receipt to be signed by the consignee. The bill of lading is intended to act as a receipt only. No terms, conditions, or provisions of the bill of lading, manifest, or other form of receipt or contract shall apply to services provided under this Agreement. CARRIER's failure to issue a bill of lading shall not affect its liability hereunder. CARRIER shall notify BROKER immediately of any exception made on the bill of lading or delivery receipt.

F. CARRIER'S OPERATIONS.

1. 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 operation of the Equipment;
- c) maintain the Equipment in good repair, mechanical condition, and appearance; and
- d) maintain records of Equipment use which will be provided to BROKER upon request.



2. CARRIER shall be responsible for the acts and omissions of each of its employees, agents, representatives, contractors, and subcontractors and shall utilize only competent and able personnel that are legally licensed in accordance with all Applicable Law to perform the services hereunder. CARRIER shall have full control of any personnel used in the provision of motor carrier services hereunder. CARRIER shall be solely responsible for ensuring, and will ensure, at CARRIER's cost and expense, that such personnel are fully qualified to perform services hereunder, and that such personnel have access to all locations into which access is necessary to perform services under this Agreement. Without limiting the foregoing, CARRIER shall ensure that any personnel providing services have sufficient hours available to complete scheduled deliveries in accordance with, and without violation of, applicable hours of service regulations. CARRIER shall be solely responsible for determining whether scheduled services can be completed without violation of Applicable Law, and if services cannot be completed without violation of Applicable Law, shall notify BROKER prior to acceptance of load.

3. CARRIER shall perform the services hereunder as an independent contractor and assumes complete responsibility for all state and federal taxes, assessments, insurance (Including workers' compensation, unemployment compensation, disability, pension, and social security insurance) and any other financial obligations arising out of the transportation performed hereunder.

4. CARRIER shall be solely responsible for compliance with all provisions of Applicable Law regarding air quality and environmental standards including, but not limited to, those of the California Air Resources Board ("CARB"). By entering into this Agreement, CARRIER acknowledges and agrees that it is aware of applicable CARB regulations, including the Truck and Bus Regulation ("TBR") at 13 C.C.R. § 2025, the Drayage Truck Regulation ("DTR") at 13 C.C.R. § 2027, the regulation on Transportation Refrigeration Units ("TRU") at 13 C.C.R. § 2477 et. Seq., and the Tractor Trailer Greenhouse Gas ("GHG") regulation at 17 C.C.R. § 95300 et. Seq., and has adopted policies and procedures to ensure compliance with such regulations, as they may be revised, adopted, and amended from time to time. CARRIER shall only dispatch and operate compliant vehicles (including vehicles with compliant TRUs) and shall maintain shipment specific records evidencing such compliance, which records shall be provided to BROKER upon request. Without limiting the foregoing, if CARRIER operates TRUs in California under this Agreement, it shall ensure all such units are registered with the CARB's Equipment Registration system ("ARBER").

5. CARRIER shall be solely responsible for compliance with all provisions of Applicable Law regarding air quality and environmental standards including, but not limited to, those of the California Air Resources Board ("CARB"). By entering into this Agreement, CARRIER acknowledges and agrees that it is aware of applicable CARB regulations, including the Truck and Bus Regulation ("TBR") at 13 C.C.R. § 2025, the Drayage Truck Regulation ("DTR") at 13 C.C.R. § 2027, the regulation on Transportation



Refrigeration Units ("TRU") at 13 C.C.R. § 2477 et. Seq., and the Tractor Trailer Greenhouse Gas ("GHG") regulation at 17 C.C.R. § 95300 et. Seq., and has adopted policies and procedures to ensure compliance with such regulations, as they may be revised, adopted, and amended from time to time. CARRIER shall only dispatch and operate compliant vehicles (including vehicles with compliant TRUs) and shall maintain shipment specific records evidencing such compliance, which records shall be provided to BROKER upon request. Without limiting the foregoing, if CARRIER operates TRUs in California under this Agreement, it shall ensure all such units are registered with the CARB's Equipment Registration system ("ARBER").

6. In the event CARRIER is requested to transport waste or hazardous materials, CARRIER represents and warrants that it has obtained all necessary federal, state and provincial permits and registrations to transport hazardous materials or waste in inter-provincial, interstate and/or intrastate commerce. Upon request, CARRIER shall provide BROKER with a copy of all such federal and state permits and registrations. CARRIER further represents and warrants that: (i) it is in compliance with any and all applicable laws, rules and regulations applicable to such transportation, including, but not limited to 49 C.F.R. Parts 171-178; (ii) all drivers used to transport such shipments have undergone the necessary training requirements of all applicable state, provincial and federal laws; and (iii) all drivers used to transport hazardous material have the proper endorsements on their Commercial Driver's License (or such analogous operator permit as is applicable to such driver) to legally transport such shipments. CARRIER acknowledges and agrees that BROKER's sole obligation with respect to requesting services with respect to such shipments is to pass through information (including commodity descriptions and classifications) and documentation (including shipping papers) provided to BROKER by the Customer. BROKER shall have no obligation to independently verify the accuracy of such information or documentation.

7. CARRIER shall maintain appropriate security infrastructure to ensure the physical security of shipments and equipment handled under the terms of this Agreement.

G. RATES & PAYMENTS.

1. UCARRIER will invoice, and BROKER will pay the rates and charges set forth in a Rate Confirmation Agreement, for transportation services performed under this Agreement. CARRIER must sign a copy of BROKER's Payment Policy and Accounts Payable Procedures ("Payment Policy") and acknowledges and agrees that the Payment Policy is incorporated herein by reference. CARRIER represents and warrants that there are no other applicable rates or charges except those established in this Agreement or in any Rate Confirmation Sheet signed by BROKER. The Rate Confirmation Agreement can be supplemented or revised only by written agreement signed by both PARTIES.



2. The Rate Confirmation Agreement shall be signed and agreed to by CARRIER and BROKER before each shipment to which such Rate Confirmation Agreement applies. CARRIER shall execute the Rate Confirmation Agreement and any subsequent confirmation(s) and return the same to BROKER prior to loading (except in the following cases of modification: Additional rates, modifications, or amendments of the original rate(s) may be established to meet changing market conditions, shipper requirements, BROKER requirements, and/or specific shipping scheduled as mutually agreed upon, and shall be confirmed in writing in a subsequent Rate Confirmation Agreement by BROKER and CARRIER). Any such additional, modified, or amended rates, shall automatically be incorporated herewith upon execution by BROKER and delivery to CARRIER by facsimile or electronic transmission. CARRIER SHALL SUBMIT TO BROKER WITH ITS INVOICE A COPY OF THE RATE CONFIRMATION AGREEMENT SIGNED BY BROKER WHICH REFLECTS THE AGREED CHARGES DUE CARRIER WHEN UPLOADING PROOF OF DELIVERY PAPERWORK TO EPAY MANAGER.

3. All accessorial charges must be stated in the original Rate Confirmation Agreement and signed by Broker, or expressly agreed to in a subsequent written Rate Confirmation Agreement and signed by Broker. Detention may be paid after a two (2) hour grace period, up to \$35 per hour billed in fifteen (15) minute increments. Carrier must notify broker no later than 30 minutes prior to detention beginning. Time in and time out must be listed and signed on the Proof of Delivery for detention to be paid. Layovers may be paid up to \$75 per night. Detention and layover will not coincide. Stop-offs may be paid at the rate of \$25 per stop. Dry Runs may be paid as follows: \$50 for cargo van; \$75 for sprinter van; \$125 for straight truck; \$250 tractor. No dry run will be paid for cancellations made within 30 minutes of booking. No accessorial charges will be paid if Carrier is late to pick-up or drop-off. If the Customer imposes chargebacks or other fines with respect to late pick-ups or deliveries, Carrier will be responsible for all such charges.

4. In the event service is provided and it is subsequently discovered that there was no applicable or understood rate in the Rate Confirmation Agreement, the PARTIES agree that the rate paid by BROKER and collected by CARRIER shall be the agreed upon contract rate of the PARTIES for the services provided, unless such rate is objected to by CARRIER in writing within ten (10) days of payment by BROKER.

5. No invoice will be considered for payment unless Proof of Delivery documentation is uploaded and the invoice is approved by CARRIER on Epay Manager. Further, if BROKER pays a freight bill in an insufficient amount, such amount shall constitute the agreed rate, unless CARRIER indicates in writing to the contrary to BROKER within ten (10) days of receipt of payment.

6. CARRIER agrees that BROKER has the exclusive right to handle all billing of freight charges to the Customer for the transportation services provided herein, and, as such, CARRIER agrees to refrain from



all collection efforts against the shipper, receiver, or the Customer unless BROKER, in its sole discretion, expressly authorizes CARRIER in writing to collect from any such party, in which case, CARRIER's sole recourse will be against such party. Upon receipt of payment by BROKER, any right of CARRIER to payment from the Customer or any other third-party for services performed will be automatically assigned to BROKER.

7. CARRIER further agrees that BROKER has the discretionary right to offset any payments owed to CARRIER hereunder for liability incurred by CARRIER, including claims for freight loss, damage, or delay.

8. CARRIER shall provide BROKER with written notice providing BROKER with remittance instructions ("Notice of Release") in the event CARRIER enters into any factoring, assignment, pledge, hypothecation, or granting of a security interest in CARRIER's right to payment under this Agreement. Any factoring, assignment, pledge, hypothecation, or granting of a security interest in CARRIER's right to payment under this Agreement shall in no event modify, limit, or terminate BROKER's or its CUSTOMER's right to offset or recoup or claims of BROKER or its CUSTOMER for offset, recoupment, loss, or damage to any cargo or other property, including personal injury, or any other claim which BROKER or its CUSTOMER may have against CARRIER for any reason. All of BROKER's and its CUSTOMER's claims and rights are specifically preserved and shall be superior to any such assignee's, factor's, or creditor's rights or claims to payment, regardless of any notice to BROKER or its CUSTOMER to the contrary. CARRIER shall notify any such factor, secured creditor, or assignee of BROKER's and its CUSTOMER's rights in this regard. Further, if BROKER discovers that CARRIER has not provided a valid Notice of Release, CARRIER shall be deemed in breach of this Agreement and BROKER may at its sole discretion terminate this Agreement. BROKER's remittance of payment in accordance with any Notice of Release shall be deemed payment to CARRIER in all regards and shall absolve BROKER of any liability with respect to payment to CARRIER for the services underlying such invoice. Should CARRIER provide multiple or conflicting Notices of Release, BROKER's compliance with instructions in any Notice of Release shall absolve BROKER of any liability with respect to amounts owed to CARRIER for the services in question.

9. CARRIER shall submit all freight bills within three (3) days of delivery or waive its right to payment for services rendered with respect to such late submitted invoices. Claims for undercharges must be brought within 60 days of CARRIER's receipt of payment from BROKER. Assuming CARRIER has complied with the foregoing invoicing obligations, CARRIER shall sue related to unpaid freight charges or undercharges within eighteen (18) months of the date of delivery or its right to sue or otherwise seek payment shall be waived.

H. WAIVER OF CARRIER'S LIEN. CARRIER shall not withhold any goods transported under this Agreement because any dispute as to rates or any alleged failure of BROKER to pay charges incurred under this Agreement. CARRIER is relying upon the general credit of BROKER and hereby waives and



releases all liens which CARRIER might otherwise have to any goods of BROKER or its Customer in the possession or control of CARRIER.

I. FREIGHT LOSS, DAMAGE OR DELAY.

1. Unless otherwise set forth in the Rate Confirmation Agreement, CARRIER shall have the sole and exclusive care, custody, and control of the cargo tendered hereunder from the time it is delivered to CARRIER for transportation until delivery to the consignee accompanied by the appropriate receipts. CARRIER shall notify BROKER immediately in the event any such cargo is lost (including stolen), damaged, destroyed, or CARRIER becomes aware that applicable delivery schedules will not be met.

2. CARRIER assumes the liability of a motor carrier under the Carmack Amendment as currently codified at 49 U.S.C. § 14706 for loss, delay, damage to, or destruction of all goods or property tendered to CARRIER pursuant to this Agreement from the time the shipment is tendered to CARRIER until delivery.

3. CARRIER shall be liable for the full actual value of the cargo lost, damaged, delayed, or destroyed, as well as any additional costs or fees imposed upon BROKER by the cargo claimant. In no event will any limitation on liability for cargo loss, damage, delay or destruction apply to services rendered pursuant to this Agreement.

4. CARRIER waives any Applicable Law regarding processing of claims and handling of salvage, including the provisions of 49 C.F.R. Part 370. CARRIER shall pay to BROKER, or allow BROKER to deduct from the amount BROKER owes CARRIER, Customer's full actual loss for the kind and quantity of commodities so lost, delayed, damaged, or destroyed. Payments by CARRIER to BROKER or its Customer, pursuant to the provisions of this Section, shall be made within thirty (30) days following receipt by CARRIER of BROKER's or Customer's claim and supporting documentation. CARRIER shall fully assist BROKER in investigating any claim for cargo loss, damage, delay, or destruction.

5. CARRIER is not permitted to salvage goods subject to this provision, or any right to claim an offset for the value of salvage.

6. CARRIER'S obligation to indemnify BROKER and the parties entitled to recover under the bill of lading for freight loss and damage claims shall include legal fees, which shall constitute special damages, the risk of which is expressly assumed by CARRIER, and which shall not be limited by any liability of CARRIER under this Agreement.

7. Upon receipt of a cargo damage claim or a notification that a cargo claim will be filed, BROKER may place a temporary hold on CARRIER'S pay until resolution of the claimant's claim. If CARRIER'S insurer has accepted liability in writing, only the amount of the CARRIER'S deductible may be placed on hold. BROKER may offset compensation due CARRIER for cargo claims, unpaid advances, shortages, or



penalties asserted against BROKER by its customer arising out of CARRIER's performance upon written notice of offset to CARRIER.

8. CARRIER shall recognize and process cargo claims submitted by BROKER on behalf of BROKER's shipping Customer(s) as though the claim were submitted directly by same.

9. Exclusions in CARRIER's insurance shall not relieve CARRIER from any liability.

J. INSURANCE. Unless higher freight value is indicated on the Rate Confirmation Agreement or CARRIER is requested to obtain higher coverage, CARRIER shall procure and maintain, at its sole cost and expense, the following minimum insurance coverages:

1. Public Liability and Property Damage ("AL") Insurance covering all vehicles used to render services subject to this Agreement (including any Trailers provided by BROKER or its Customer as addressed below) with a reputable and financially responsible insurance company insuring CARRIER in an amount not less than \$1,000,000.00 USD (\$5,000,000.00 USD if transporting hazardous materials including environmental damages due to a release or discharge of hazardous substances) per occurrence, or such larger amount as required by applicable law.

2. Commercial General Liability ("CGL") Insurance covering the transportation of shipments and other operations under this Agreement in an amount not less than \$1,000,000.00 USD per occurrence. Such insurance shall also cover CARRIER's contractual liability under this Agreement.

3. All Risk Broad Form Motor Truck Cargo Legal Liability ("Cargo") Insurance in an amount not less than \$100,000.00 USD per occurrence unless the Rate Confirmation indicates a higher load value, in which case, CARRIER will obtain cargo insurance in an amount not less than that stated in the Rate Confirmation Agreement. The coverage provided under the policy shall have no exclusions or restrictions of any type that would foreseeably preclude coverage relating to cargo claims including exclusions for unattended or unattached trailers, theft, commodities transported under this Agreement, refrigerator breakdown, or lack of refrigerator fuel.

a) If CARRIER'S deductible on its Cargo Insurance is greater than \$2,500.00, CARRIER agrees to submit to a credit check conducted by BROKER.

4. Statutory Workers' Compensation Insurance coverage in such amounts and in such form as required by applicable state law.

5. All insurance policies required by this Agreement shall, as applicable, be issued by insurance companies rated AM Best A- or better, be primary and shall waive subrogation and contribution against BROKER. CARRIER shall furnish to BROKER written certificates obtained from the insurance carrier showing that such insurance has been procured, is being properly maintained, has not expired, and specifies 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 of BROKER or its



designated insurance consultant, CARRIER shall provide BROKER, BROKER's consultant, or Customer with copies of the applicable insurance policies.

6. CARRIER shall submit its Certificate of Insurance listing BROKER as Certificate Holder to: V3 Transportation, 4920 Enterprise Parkway, Seville, Ohio 44273 and emailed to carriers@v3transportation.com. The Certificate of Insurance and any Addendum, if applicable, must be submitted directly from CARRIER'S agent.

7. CARRIER's liability shall not be limited by the amount of insurance required by this Agreement.

8. The insurance policies required hereunder and any replacement policies will (i) insure the interests of Broker; (ii) cover all drivers, equipment, and cargo used in providing Services under this Agreement; and (iii) not contain any exclusions or restrictions as to designated premises or project, pertaining to unattended equipment or cargo, for fraud or infidelity, for tarp warranty, for wetness or dampness, for geographical location, for trailers unattached to the power unit, or for a particular radius of operation.

K. USE OF BROKER'S TRAILER(S) BY CARRIER. In the event that CARRIER utilizes a trailer, container, chassis, or other equipment owned by or leased to BROKER, its Customer, or an affiliate of either of them, or otherwise provided to CARRIER by BROKER or its Customer ("Trailer(s)"), for the performance of the Services contemplated hereunder, CARRIER shall be liable for any damage to Trailer, destruction of Trailer, theft from Trailer, theft of any contents of Trailer, and for any claims for bodily injury (including death) or property damage arising from or related to any accident involving Trailer regardless of whether such damage, injury, destruction, or theft is caused or occurs while the Trailer is attached or unattached to any power unit operated by CARRIER, except to the extent such damage, destruction, or theft is directly and proximately caused by the negligence, recklessness, or willful misconduct of BROKER or the Customer. The initial burden of proving such damage, injury, destruction, or theft was directly and proximately caused by the negligence, recklessness, or willful misconduct of BROKER or the Customer in any proceeding brought pursuant to this Agreement shall rest on CARRIER. If applicable state law does not allow waiver of liability to the extent contained in this provision, the Parties expressly agree that BROKER's and Customer's liability will be waived to the fullest extent allowed by applicable state law. In no event, will any such Trailer be used for any purpose other than performing Services hereunder, and in no event, will CARRIER allow any third party or any power unit not operating under CARRIER's for-hire motor carrier authority to operate any such Trailer, unless expressly authorized to do so in writing which written notice must be specific to the movement at issue. CARRIER ACKNOWLEDGES AND AGREES THAT NEITHER BROKER NOR THE CUSTOMER MAKE ANY WARRANTIES, WHETHER EXPRESS OR IMPLIED, REGARDING THE TRAILER INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR USE.



L. INDEMNITY. CARRIER shall defend, indemnify, and hold BROKER, its Customer, and each of their affiliated entities harmless from and against all direct or indirect loss, liability, damage, claim, fine, cost, or expense, including attorney's fees, arising out of or in any way related to the performance or breach of this Agreement by CARRIER, its employees or independent contractors working for CARRIER (collectively, the "Claims"), including Claims for or related to personal injury (including death), property damage, and CARRIER's possession, use, maintenance, custody or operation of the Equipment; including, but not limited to the actions of any driver, employee, contractor, sub-carrier, owner-operator, or other agent of CARRIER or party performing any of CARRIER's obligations under this Agreement or CARRIER's failure to obtain and maintain insurance coverage as required under this Agreement, provided however, that CARRIER's indemnification and hold harmless obligations under this Section will not apply to the prorated extent that any Claim is directly and proximately caused by the negligence or other wrongful conduct of the party to be defended, indemnified, or held harmless. The initial burden of proving such damage, injury, destruction, or theft was directly and proximately caused by the negligence, recklessness, or willful misconduct of BROKER or the Customer in any proceeding brought pursuant to this Agreement shall rest on CARRIER. If applicable state law does not allow waiver of liability to the extent contained in this provision, the Parties expressly agree that BROKER's and Customer's liability will be waived to the fullest extent allowed by applicable state law. CARRIER hereby expressly waives any exclusive remedy defense, including those available under any workers' compensation or other occupational accident statutory regime, to the extent necessary to effectuate CARRIER's obligations under this provision.

M. HANDLING, LOADING AND SEALING.

1. CARRIER will comply with handling instructions provided by BROKER, the shipper, consignor, or consignee including compliance with requirements related to transportation of temperature-controlled shipments. Without in any way limiting the generality of the foregoing, CARRIER shall ensure that any shipments requiring controlled temperature transit are maintained always within required temperature ranges. If CARRIER is transporting cargo of a type that a reasonable person would understand to require controlled temperature transportation, but is not provided with instructions regarding such service, CARRIER shall request such instructions prior to accepting the cargo in question and, if controlled temperature service is declined, shall use reasonable efforts to obtain such declination in writing.

2. With respect to cargo requiring controlled temperature transportation, CARRIER shall abide by the following: (i) CARRIER shall perform regularly scheduled maintenance on any refrigeration unit used to transport cargo pursuant to this Agreement in accordance with manufacturer recommendations, and shall maintain records of such maintenance; (ii) CARRIER shall ensure all refrigeration units are sufficiently fueled; (iii) CARRIER is responsible to ensure pre-cooling of all transportation equipment prior



to pick-up; (iv) CARRIER shall ensure that all trailers are equipped with functioning temperature monitoring devices capable of demonstrating that required temperatures were maintained during the entire period of transit; and (v) CARRIER will only use refrigeration equipment capable of producing a downloadable report demonstrating that required temperatures were maintained throughout the entire period of transit, which reports will be maintained for at least three (3) years after delivery and provided to BROKER or its Customer upon request. Without limiting the foregoing, CARRIER must sign, and abide by, the provisions of BROKER's Refrigeration Unit Requirements, which are attached hereto and made a part hereof.

3. Unless a shipment is loaded and sealed prior to arrival of CARRIER personnel, the manner of loading and securing freight upon Equipment shall be the sole responsibility of CARRIER. With respect to unsealed loads loaded prior to CARRIER's arrival, CARRIER shall be obligated to inspect such loading prior to departing. CARRIER represents that each driver utilized by it shall be competent to manage the loading and transportation of the goods subject to this Agreement.

4. When required by BROKER, the shipper, or the consignor, CARRIER shall secure shipments with a serialized seal. CARRIER shall ensure that the serialized seal number appears on the bill of lading or other form of manifest or receipt. CARRIER shall be solely responsible for maintaining seal integrity during transportation of the shipment. Except as is required by law enforcement personnel, under no circumstances shall CARRIER or any of its personnel break any seal without the express consent of BROKER. CARRIER shall immediately notify BROKER to report a missing or broken seal.

5. If law enforcement personnel require that CARRIER break any seal on any shipment, CARRIER shall document such fact on the bill of lading, or other form of manifest or receipt, by noting the law enforcement agency, time, location, and officer name and badge number. Upon completion of inspection by law enforcement personnel, CARRIER personnel shall immediately reseal the shipment with a serialized seal and shall indicate the second seal number on the bill of lading or other form of manifest or receipt. Furthermore, CARRIER shall, as soon as reasonably possible after being required to break a seal by law enforcement personnel, communicate such fact to BROKER.

6. CARRIER agrees that food that has been transported or offered for transport under conditions that are not in compliance with the load handling instructions, as provided to CARRIER, may be considered "adulterated" within the meaning of the Federal Food, Drug and Cosmetic Act, 21 U.S.C § 342(i), and its implementing regulations. CARRIER understands and agrees that shipments not handled in accordance with handling instructions or the requirements of this Agreement may be refused by the consignee or receiver, upon their delivery, at destination and CARRIER shall bear sole risk of rejection of cargo arising from or related to broken seals or failure to comply with load handling instructions.



N. CONFIDENTIALITY AND NON- SOLICITATION. Neither party may disclose the terms of this 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 accountants, tax advisors, attorneys, or any parent, subsidiary or affiliate company; or (3) to facilitate rating or auditing of transportation charges by an authorized agent and such agent agrees to keep the terms of the Agreement confidential. CARRIER will not accept traffic, either directly or indirectly, from any shipper, consignor, consignee or customer of BROKER where: (1) the availability of such traffic first became known to CARRIER because of BROKER 's efforts; or (2) the traffic of the shipper, consignor, consignee, or customer of BROKER was first tendered to CARRIER by BROKER. If CARRIER breaches this provision during the term of this Agreement or for six (6) months thereafter without utilizing the services of BROKER, CARRIER shall be obligated to pay BROKER, for a period of twelve (12) months thereafter, commissions in the amount of fifteen percent (15%) of the transportation revenue resulting from traffic transported in violation of this provision, and CARRIER shall provide BROKER with all documentation requested by BROKER to verify such transportation revenue. CARRIER shall not utilize BROKER's or the Customer's name or identity in any advertising or promotional communications without written confirmation of BROKER consent. Carrier also agrees that the breach of this provision entitles Broker, in addition to any other remedy Broker may have, to seek an injunction against Carrier in a court of competent jurisdiction, at Broker's option.

O. 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 CARRIER, as evidenced by an exclusive lease of equipment that is fully insured by 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. In the event that CARRIER breaches this provision, CARRIER shall remain directly liable to BROKER as if CARRIER transported such freight under its own authority in accordance with this provision, and shall further hold harmless and indemnify BROKER from any and all loss, liability, damage, claim, fine, cost or expense, including attorney's fees, arising out of or in any way related to the use of any subcontractor in violation of this provision regardless of whether arising from the conduct or omissions of CARRIER, the subcontractor, or any other third party. If CARRIER in any manner sub-contracts, brokers, or otherwise arranges for freight to be transported by a third party, in addition to any other rights and remedies available to BROKER, BROKER may, in its sole discretion, pay the underlying carrier directly, which payment will relieve BROKER of all payment obligations to CARRIER with respect to such load. In addition to the indemnity obligation in Section L of this Agreement, CARRIER will be liable for the direct, actual, and consequential damages arising from a violation of this Section.

P. BROKER'S RECORDS. To the extent allowable under Applicable Law, CARRIER hereby waives its right to obtain copies of BROKER's records as provided for under 49



C.F.R. Part 371. Notwithstanding the foregoing, to the extent that CARRIER obtains records set forth in 49 C.F.R. § 371.3 by any means whatsoever, CARRIER agrees to refrain from utilizing such records in negotiating for the provision of services with any third party, including existing customers of BROKER. CARRIER further agrees and understands that all such records comprise BROKER's confidential information and trade-secrets. Nothing in this Section is intended to relieve CARRIER of any other obligations imposed upon it by this Agreement, or to limit any rights of BROKER to enforce such obligations.

Q. ASSIGNMENT/MODIFICATION/BENEFIT OF AGREEMENT. This Agreement may not be assigned or transferred in whole or in part by CARRIER absent the prior written consent of BROKER, and supersedes all other agreements and all tariffs, rates, classifications, and schedules published, filed or otherwise maintained by CARRIER. BROKER may assign this Agreement in its sole discretion. This Agreement shall be binding upon and inure to the benefit of the parties hereto.

R. SEVERABILITY. If 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.

S. WAIVER. CARRIER and BROKER expressly waive all rights and remedies allowed under 49 C.F.R. § 14101 to the extent that such rights and remedies conflict with this Agreement. Failure of BROKER to insist upon CARRIER's performance under this Agreement or to exercise any right or privilege arising hereunder shall not be a waiver of any BROKER's rights or privileges herein.

T. DISPUTE RESOLUTION. This Agreement shall be deemed to have been drawn in accordance with the statutes and laws of the State of Ohio, Medina County. In the event of any disagreement or dispute, the laws of the State of Ohio shall apply except to the extent superseded by applicable federal law. All such disagreements or disputes shall be submitted to the court of proper jurisdiction in the United States District Court for the Northern District of Ohio, Eastern Division. The PARTIES hereby agree to the exclusive jurisdiction such courts and waive any defenses to venue in or personal jurisdiction of such courts. Notwithstanding the foregoing, the PARTIES may MUTUALLY agree in writing to submit any such disagreement or dispute to binding arbitration.

U. COMPLETE AGREEMENT. This Agreement, together with all documents included in this packet, constitutes the entire agreement of the Parties regarding the subject matters herein, and may not be changed, waived, or modified except in writing signed by both Parties.



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

written.

BROKER: V3 LOGISTIX, INC. dba
V3 TRANSPORTATION

CARRIER: _____

X _____

X _____

BY: Robert J. Poulos

BY: _____

ITS: CEO

ITS: _____

DATE: _____

DATE: _____

MUST BE SIGNED BY A **COMPANY OFFICER** OR AUTHORIZED DESIGNEE



REFRIGERATED UNIT REQUIREMENTS

As a condition of providing transportation of goods requiring controlled temperature transport, Carrier shall adhere to the following:

- All trailers must have an operational Chute in good working condition attached to the refrigeration unit ("trailer") and be at least 43' in length. (Non-compliant trailers will NOT be loaded and will be charged as a service failure.)
- Trailers may not have holes in the walls, ceiling, and floors.
- The trailer must be clean, free of debris, and odor free. Drains must be plugged in the winter.
- All trailers must be pre-cooled or tempered to the appropriate temperature based on the commodity or product that is to be transported. Summer pre-cooling or tempering should begin at least 3 hours prior to loading. Winter pre-cooling or tempering should begin at least 2 hours prior to loading. (If the temperature is below 20 degrees then the trailer must be tempered at least 3 hours).
- All refrigeration units must be set on "continuous run" unless otherwise instructed in writing by BROKER.
- The driver shall check the product temperature while loading by either pulping the product directly or by witnessing another authorized person doing so.
- CARRIER's insurance MUST include refrigeration breakdown with no exclusions or limits of liability based upon production of maintenance records.
- All shipments move with driver's count. Discrepancies must be immediately reported to BROKER.
- The driver is responsible to contact BROKER if the product does not pulp to the correct temperature. The driver shall always note the pulp temperature on the Bill of Lading.
- Driver shall confirm that the trailer's refrigeration unit is set to the temperature stated on the Bill of Lading. If the required temperature setting is unknown to the driver, the driver shall contact BROKER to verify the temperature setting with the shipper prior to departing the loading facility.
- In transit, the driver shall check the refrigeration unit for temperature control at least once every six (6) hours, unless the load is on the four-hour tracking list, (WAL Mart & SAM's Club loads), then the driver shall check the refrigeration unit every four (4) hours. Driver check calls shall provide location and temperature readings. All temperature variations shall be immediately reported to BROKER. Upon arrival at scheduled destination(s), the trailer doors shall not be opened until the receiver indicates they are prepared to unload the product. Driver is to be present while unloading to check case count and pulp temperature of product. If the driver is not allowed on the dock, the driver shall notify BROKER.
- If the bill of lading is signed with any exception, the driver shall immediately notify BROKER.
-

Carrier Signature

Date

MUST BE SIGNED BY A **COMPANY OFFICER** OR AUTHORIZED DESIGNEE