VETRANS LLC Company Information Sheet

Trucking's Two Way Street

VETRANS LLC is a full service truckload brokerage with customers and carriers across the US. We have been in business since 2006. We are EDI-capable and work in the propriety systems of many of our shippers. We will not take loads without trucks. We work when you work. We pay our carrier partners quickly.

VETRANS LLC is certified as a service-disabled veteran's business by the Washington State Department of Veterans Affairs. **VETRANS LLC** is certified as a Minority Business Enterprise by the Northwest Mountain Minority Supplier Development Council. **VETRANS LLC** is a Registered SmartWay® Transport Partner.

Legal Name:	**VETRANS LLC**	MC #: 566935 B / USDOT #: 2236760	
Address:	120 15th St. SE Ste 202 Puyallup, WA 98372-3796	SCAC: VETQ	
Phone:	253.833.4688	Fax: 253.363.8656	
Website:	www.go-**VETRANS**.com	DUNS #: 78-3313039	
EIN:	20-4865573	Washington UBI #: 602-600-927	

Points of Contact:

Dominic Santiago	Sales and Operations	dom@go-vetrans.com	253.632.3371 (cell)
Will Reynolds	Sales and Operations	will@go-vetrans.com	253.394.4842 (cell)
Allieha Williams	Administrative Manager	Allieha@go-vetrans.com	

Our goal is to provide high quality, cost-effective logistics services to our shippers & carrier partners.

VETRANS LLC offers ACH Payment Processing at no cost. We offer Quick Pay, also. Please ask if you're interested.

We support our troops!

VETRANS LLC Carrier Set Up Process

Trucking's Two Way Street

1. In order to get set up, Carrier Partners need to provide the following documents:

2. A **copy of your Federal Operating Authority** showing your MC number and legal company name. If you have re-entitled, **VETRANS LLC** will need both the original and re-entitlement authorities.

3. A **copy of your current Certificate of Insurance**: This copy of your current Certificate of Insurance must meet the following requirements:
   a. Minimum $100,000 cargo and $1,000,000 auto liability coverage.
   b. Your name (matching the name on the Federal Operating Authority) and current address must be on the certificate.
   c. The Certificate of Insurance must name **VETRANS LLC** as a certificate holder on the auto liability and cargo insurance policies.

4. A properly completed **IRS Form W-9**.

5. A properly completed **VETRANS LLC Carrier Information Sheet**.

6. A properly completed **VETRANS LLC ACH Set Up Form** or **VETRANS LLC ACH Opt Out Form**.

7. A properly completed **VETRANS LLC Broker - Carrier Agreement.**

Once **VETRANS LLC** receives the above information, we will provide a **VETRANS LLC Load Commitment Sheet** for the specific load that is being dispatched to you. We will also provide specific instructions for delivering the load and providing required paperwork to effect payment.

Payments: **VETRANS LLC** pays Carrier Partners based upon the submission of properly completed delivery documents. Delivery documents will conform to the standards provided by **VETRANS LLC**. Payment will be effected in accordance with contracted terms within 30 days of **receipt** of properly submitted invoices. **VETRANS LLC** provides Quick Pay and ACH payment options.

Claims: Carrier Partners must immediately report all possible claims (shortage, damage, theft, etc.) to **VETRANS LLC**. Our claims procedures must be followed to resolve your claim. Carrier Partners are also liable to resolve claims in accordance their insurance company's requirements.

Compliance: Carrier partners are required to maintain compliance with all local, state, and federal regulations including but not limited to FMCSA and state contract/common carrier authority (liability/cargo insurance, drug testing), drivers licensing, equipment maintenance/safety, business/income tax reporting/payment, permitting, and business expense (workers compensation and physical damage insurance).

Assessorials: Detention, reconsignment, driver assist, truck-ordered not-used, and other assessorial charges require **VETRANS LLC** approval **prior to** invoicing and payment. Please call **VETRANS LLC** immediately if you encounter any situation which you believe will change the conditions of the dispatch (**VETRANS LLC** Load Commitment Sheet) that you have received. **VETRANS LLC** is not responsible to pay for charges not authorized by **VETRANS LLC**. A revised **VETRANS LLC** Load Commitment Sheet will be issued if the payment terms of your dispatch have been changed by **VETRANS LLC.**

VETRANS LLC Carrier Payment Process

Trucking's Two Way Street

VETRANS LLC strives to provide our carrier partners the best service possible. Part of this service is paying you quickly and accurately. Our policy regarding carrier payments includes the following elements:

1. We will fax a load confirmation sheet with every load stating the total amount being paid for that load. The Load # on the **VETRANS LLC** Load Commitment Sheet is the best reference to use when invoicing.

2. Invoices are continuously processed. Closing for a given week is Tuesday for the previous week. All Bills of Lading and related proof of delivery documents must be received by Tuesday in order to process payments in accordance with these procedures. Invoices can be submitted as follows:

Email:	accounting@go-**vetrans**.com
Fax:	253.363.8656
Mail:	120 15th St. SE Ste 202, Puyallup, WA 98372

3. We will mail checks (USPS) or make an ACH deposit for the loads delivered during a given week in accordance with our contracted payment terms (within 30 days) provided that a proper invoice and proof of delivery documents have been received as indicated above. Please note that the provision of **illegible** proof of delivery documents will delay the payment of invoices.

We are happy to receive bills of lading individually or in bulk. Your preference is our preference in this respect.

VETRANS LLC offers electronic direct deposit (ACH) payment at no cost. This is our preferred method for paying our Carrier Partners.

Note: Carriers who choose to have checks mailed will be responsible for any fees associated with the replacement of lost or stolen checks. Current stop payment fees are $35.00 per check.

In summary, we are happy to float our receivables to pay our carrier partners quickly as long as our carrier partners help us to get paid quickly. We simply can't pay carrier partners before bills of lading are received. As you are aware, most customers pay on the date of invoice.

We appreciate your help in this area. Please advise if we can provide any other information or assistance.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

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

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

___ – __ – ____

or

Employer identification number

__ – _____

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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

VETRANS LLC Carrier Information Sheet

Trucking's Two Way Street

Carrier's Legal Name: _____

Doing Business As Name: _____

Primary Contact: _____

Physical Address: _____
(Street)

_____
(City, ST, ZIP Code)

Primary Phone Number: _____ Alternate Phone Number: _____

Fax Number: _____ Email: _____

MC #: _____ DOT #: _____ SCAC: _____

Insurance Agency Name: _____

Insurance Agency Phone Number: _____ Point of Contact: _____

Payment Information: Factor Yes / No Quick Pay Contract Requested: Yes / No

Factor Name _____

Make Check(s) Payable to: _____
(Name)

Check Mailing Address: ☐ Check here if check mailing address is the same as physical address

_____
(Street)

_____
(City, ST, ZIP Code)

Payment Method (select one): ☐ ACH (Set Up Form/voided check attached)

or

☐ Check (ACH Opt Out Form attached)

VETRANS Office Use Only

☐ Authority ☐ W-9 ☐ Proof of Insurance ☐ Contract ☐ Licensing/Insurance ☐ SAFER ☐ SMS

EIN/SSN _____ Reviewed By: _____ Date _____ ☐ Entered in Database

Accounting: ☐ ACH Forms/Voided Check ☐ ACH Opt Out/Check Payable ☐ Quick Pay Contract

Reviewed By: _____ Date _____ ☐ Entered in QuickBooks

VETRANS LLC ACH Set Up Form

Trucking's Two Way Street

Date: _____

Company Name: _____

Company Address: _____

_____

Contact name: _____

Title: _____

Telephone: _____

Fax Number: _____

E-mail address: _____

Bank Account details

Beneficiary Account Name _____

Beneficiary Bank Name: _____

Address: _____

_____

Account number: _____

Routing number: _____

Please check one ☐ Checking ☐ Savings

Attach voided check here

VETRANS LLC ACH Opt Out Form

Trucking's Two Way Street

Our company elects to receive payments via check delivered by the United States Postal Service. I understand and agree to pay for any stop payment fess and other charges incurred for lost or stolen checks in the event that any payment needs to be reissued. I understand that the current stop payment fees are $35.00 per check and are subject to change.

Carrier Name: _____

MC #: _____ DOT #: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Telephone: _____

E-mail address: _____

VETRANS LLC BROKER - CARRIER CONTRACT

Trucking's Two Way Street

This Agreement is entered into this _____ day of _____, 20_____, by and between VETrans LLC ("BROKER"), a Registered Property Broker, License No. MC-566935, and _____, (CARRIER), a Registered Motor Carrier, Permit/Certificate No. DOT-_____; collectively, the "Parties". ("Registered" means operated under authority issued by the Federal Motor Carrier Safety Administration (or its predecessors) within the U.S. Department of Transportation).

1. **CARRIER REPRESENTS AND WARRANTS THAT IT**:

A. Is a Registered Motor Carrier of Property authorized to provide transportation of property under contracts with shippers and receivers and/or brokers of general commodities; and

B. Shall transport the property, under its own operating authority and subject to the terms of this Agreement; and

C. Makes the representations herein for the purpose of inducing BROKER to enter into this Agreement; and

D. Agrees that a Shipper's insertion of BROKER's name as the carrier on a bill of lading shall be for the Shipper's convenience only and shall not change BROKER's status as a property broker or CARRIER's status as a motor carrier; and

E. Will not re-broker, assign or interline the shipments hereunder, without prior written consent of BROKER. If CARRIER breaches this provision, BROKER shall have the right of paying the monies it owes CARRIER directly to the delivering carrier, in lieu of payment to CARRIER. Upon BROKER's payment to delivering carrier, CARRIER shall not be released from any liability to BROKER under this Agreement. In addition to the indemnity obligation in Par 1.H CARRIER will be liable for consequential damages for violation of this Paragraph; and

F. Is in, and shall maintain compliance during the term of this Agreement, with all applicable federal, state and local laws relating to the provision of its services including, but not limited to: transportation of Hazardous Materials, (including the licensing and training of drivers), as defined in 49 C.F.R. §172.800, §173, and §397 et seq. to the extent that any shipments hereunder constitute Hazardous Materials; security regulations; owner/operator lease regulations; loading and securement of freight regulations; implementation and maintenance of driver safety regulations including, but not limited to, hiring, controlled substances, and hours of service regulations; sanitation, temperature, and contamination requirements for transporting food, perishable, and other products, qualification and licensing and training of drivers; implementation and maintenance of equipment safety regulations; maintenance and control of the means and method of transportation including, but not limited to, performance of its drivers. Carrier must provide drivers that can safely perform all activities associated with the transportation of this shipment; and

G. CARRIER will notify BROKER immediately if its federal Operating Authority is revoked, suspended or rendered inactive for any reason; and/or if it is sold, or if there is a change in control of ownership, and/or any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason; and

H. CARRIER will maintain insurance in accordance with the following conditions and Appendix 1 of this contract. Subject to the express monetary insurance limits in Par 3.D as to CARRIER, and BROKER's monetary insurance limits for public liability, $1,000,000 and property damage, $100,000, or such other amounts as mutually agreed by the Parties in writing, CARRIER shall defend, indemnify and hold BROKER and its shipper customer harmless from any claims, actions or damages, arising out of its performance under this Agreement, including cargo loss and damage, theft, delay, damage to property, and personal injury or death, and BROKER shall defend, indemnify, and hold CARRIER harmless from any claims, actions, or damages, including cargo loss and damage, theft, delay, damage to property, personal injury or death, arising out of its performance hereunder. Neither Party shall be liable to the other for any claims, actions or damages due to the negligence of the other Party, or the shipper. The obligation to defend shall include all costs of defense as they accrue.

I. Does not have an "Unsatisfactory" safety rating issued by the Federal Motor Carrier Safety Administration (FMCSA), U.S. Department of Transportation, and will notify BROKER in writing immediately if its safety rating is changed to "Unsatisfactory" or "Conditional"; and

J. Authorizes BROKER to invoice CARRIER's freight charges to shipper, consignee, or third parties responsible for payment. Carrier agrees that BROKER is the only party responsible to effect payment to Carrier. Carrier agrees that it will not involve the shipment consignor, consignee, or any other customer of BROKER for payment resolution; and

K. Has investigated, monitors, and agrees to conduct business hereunder based on the credit-worthiness of BROKER and is granting BROKER credit terms accordingly.

2. **BROKER RESPONSIBILITIES**:

A. SHIPMENTS, BILLING & RATES: BROKER agrees to solicit and obtain freight transportation business for CARRIER to the mutual benefit of CARRIER and BROKER, and shall offer CARRIER at least three (3) loads/shipments annually. BROKER shall inform CARRIER of (a) place of origin and destination of all shipments; and (b) if applicable, any special shipping instructions or special equipment requirements, of which BROKER has been timely notified.

B. BROKER agrees to conduct all billing services to shippers. CARRIER shall invoice BROKER for its (CARRIER's) charges, as mutually agreed in writing, by fax, or by electronic means, contained in BROKER's Load Confirmation Sheet(s) incorporated herein by reference (Exhibit A, et seq.). Additional rates for truckload or LTL shipments, or modifications or amendments of the above rates, or additional rates, may be established to meet changing market conditions, shipper requirements, BROKER requirements, and/or specific shipping schedules as mutually agreed upon, and shall be confirmed in writing (or by fax) by both Parties. Any such additional, modified, or amended rates, changes in rates shall automatically be incorporated herein by reference as part of Exhibit A, Amendment 1, et seq.

C. RATES: Additionally, any rates, which may be verbally agreed upon, shall be deemed confirmed in writing where CARRIER has billed the agreed rate and BROKER has paid it. All written confirmations of rates, including confirmations by billing and payment, shall be incorporated herein by reference as part of Exhibit A, Amendment 1, et seq. Rates or charges, including but not limited to stop-offs, detention, loading or unloading, fuel surcharges, or other accessorial charges, released rates or values, or tariff rules or circulars, shall only be valid when specifically agreed to in a signed writing by the Parties.

D. PAYMENT:

i. The Parties agree that BROKER is the sole party responsible for payment of CARRIER's charges. Failure of BROKER to collect payment from its customer shall not exonerate BROKER of its obligation to pay CARRIER. BROKER agrees to pay CARRIER's invoice within 30 days of receipt of the bill of lading or proof of delivery, provided CARRIER is not in default under the terms of this Agreement. If BROKER has not paid CARRIER's invoice as agreed, and CARRIER has complied with the terms of this Agreement, CARRIER may seek payment from the Shipper or other party responsible for payment after giving BROKER 15 business days advance written notice. CARRIER shall not seek payment from Shipper if Shipper can prove payment to BROKER.

ii. Payment and other disputes are subject to the terms of Par 4.D, which provides in part that prevailing parties are entitled to recovery of costs, expenses and reasonable attorney fees.

E. BOND: BROKER shall maintain a surety bond/trust fund as agreed to in the amount of $75,000 and on file with the Federal Motor Carrier Safety Administration (FMCSA) in the form and amount not less than that required by that agency's regulations.

F. BROKER will notify CARRIER immediately if its federal Operating Authority is revoked, suspended or rendered inactive for any reason; and/or if it is sold, or if there is a change in control of ownership, and/or any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason.

3. **CARRIER RESPONSIBILITIES**:

A. EQUIPMENT: Subject to its representations and warranties in Paragraph 1 above, CARRIER agrees to provide the necessary equipment and qualified personnel for completion of the transportation services required for BROKER and/or its customers. CARRIER will not supply equipment that has been used to transport hazardous wastes, solid or liquid, regardless of whether they meet the definition in 40 C.F.R. §261.1 et. seq. CARRIER agrees that all shipments will be transported and delivered with reasonable dispatch, or as otherwise agreed in writing.

B. BILLS OF LADING: CARRIER shall issue a bill of lading in compliance with 49 U.S.C. §80101 et seq., 49 C.F.R. §373.101 (and any amendments thereto), for the property it receives for transportation under this Agreement. Unless otherwise agreed in writing, CARRIER shall become fully responsible/liable for the freight when it takes/receives possession thereof, and the trailer(s) is loaded, regardless of whether a bill of lading has been issued, and/or signed, and/or delivered to CARRIER, and which responsibility/liability shall continue until delivery of the shipment to the consignee and the consignee signs the bill of lading or delivery receipt. Any terms of the bill of lading (including but not limited to payment terms) inconsistent with the terms of this Agreement shall be controlled by the terms of this Agreement. Failure to issue a bill of lading, or sign a bill of lading acknowledging receipt of the cargo, by CARRIER, shall not affect the liability of CARRIER.

C. LOSS & DAMAGE CLAIMS:

i. CARRIER shall comply with 49 C.F.R. §370.1 et seq. and any amendments and/or any other applicable regulations adopted by the Federal Motor Carrier Safety Administration, U.S. Department of Transportation, or any applicable state regulatory agency, for processing all loss and damage claims and salvage; and

ii. CARRIER's liability for any cargo damage, loss, or theft from any cause shall be determined under the Carmack Amendment, 49 U.S.C. §14706 or prevailing state regulations for intrastate shipments; and

iii. Special Damages: CARRIER's indemnification liability (Par 1.H) for freight loss and damage claims under this subparagraph C(ii) 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 sub paragraph C(ii) above; and

iv. Except as provided in Paragraph 1.E above, neither Party shall be liable to the other for consequential damages without prior written notification of the risk of loss and its approximate financial amount, and agreement to assume such responsibility in writing; and

v. Notwithstanding the terms of 49 CFR 370.9,CARRIER shall pay, decline or make settlement offer in writing on all cargo loss or damage claims within 120 days of receipt of the claim. Failure of CARRIER to pay, decline or offer settlement within this 120 day period shall be deemed admission by CARRIER of full liability for the amount claimed and a material breach of this Agreement; and

vi. CARRIER's liability for cargo damage, loss, or theft from any cause for any one shipment, under sub paragraph C(ii) above, shall not exceed $100,000 unless CARRIER is notified by BROKER or Shipper of the increased value three (3) days prior to shipment pick up; and

vii. CARRIER is ultimately responsible for obtaining all load protection and securement instructions from the shipper. BROKER will provide protection and securement information from shipper, however, CARRIER is responsible to confirm this information when picking up the shipment. Per Appendix 1, CARRIER's failure to confirm any special load protection or securement instructions from the shipper does not release CARRIER from liability and responsibility for freight claims that arise from CARRIER's negligence in obtaining such instructions.

D. INSURANCE: CARRIER shall name BROKER as "Certificate Holder" on public, motor vehicle, property damage, and personal injury liability coverages as well as cargo loss/damage insurance coverage. CARRIER shall furnish BROKER with Certificate(s) of Insurance, or insurance policies providing thirty (30) days advance written notice of cancellation or termination, and unless otherwise agreed, subject to the following minimum limits:

i. Public liability: $1,000,000 or minimum coverage required by law; motor vehicle (including hired and non-owned vehicles), property damage, and personal injury liability $1,000,000 or minimum coverage required by law ($5,000,000 or minimum coverage required by law if transporting hazardous materials including environmental damages due to release or discharge of hazardous substances);

ii. Cargo Damage/Loss: $100,000;

iii. Workers' Compensation: Within limits required by law.

Except for the higher coverage limits which may be specified above, the insurance policies shall comply with minimum requirements of the Federal Motor Carrier Safety Administration and any other applicable regulatory state agency. Nothing in this Agreement shall be construed to avoid CARRIERS liability due to any exclusion or deductible in any insurance policy.

E. CARRIER promises and certifies that all equipment operating within California is CARB (California Air Resources Board) compliant with all TRU (Transport Refrigeration Unit) and ATCM (Airborne Toxic Control Measure) programs. Carrier also agrees it will provide all information under Cal. Code Regs., tit. 13, § 2477.9 and tit. 13, § 2477.87. By accepting the loads tendered to CARRIER by BROKER, CARRIER represents and warrants that it is in compliance with all CARB regulations and requirements. CARRIER shall be liable to BROKER for any penalties, or any other liability, imposed on BROKER because of CARRIER's use of non-compliant equipment.

F. ASSIGNMENT OF RIGHTS: CARRIER automatically assigns to BROKER all its rights to collect freight charges from Shipper or any responsible third party on receipt of payment from BROKER.

4. **MISCELLANEOUS**:

A. INDEPENDENT CONTRACTOR: It is understood and agreed that the relationship between BROKER and CARRIER is that of independent contractor and that no employer/employee relationship exists,or is intended. BROKER has no control of any kind over CARRIER, including but not limited to routing of freight, and nothing contained herein shall be construed to be inconsistent with this provision. CARRIER's relationship with BROKER as an independent contractor is further defined in Appendix 2.

B. NON-EXCLUSIVE AGREEMENT: CARRIER and BROKER acknowledge and agree that this contract does not bind the respective Parties to exclusive services to each other. Either party may enter into similar agreements with other carriers, brokers, or freight forwarders.

C. WAIVER OF PROVISIONS:

i. Failure of either Party to enforce a breach or waiver of any provision or term of this Agreement shall not be deemed to constitute a waiver of any subsequent failure or breach, and shall not affect or limit the right of either Party to thereafter enforce such a term or provision.

ii. This Agreement is for specified services pursuant to 49 U.S.C. §14101(b). To the extent that terms and conditions herein are inconsistent with Part (b), Subtitle IV, of Title 49 U.S.C. (ICC Termination Act of 1995), the Parties expressly waive any or all rights and remedies they may have under the Act.

D. DISPUTES: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association (AAA) in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This provision includes, but is not limited to, actions brought pursuant to the Fair Labor Standards Act, Family Medical Leave Act, Older Workers Benefit Protection Act, Age Discrimination in Employment Act, Title VII of the Civil Rights, Washington Law Against Discrimination, and all other municipal, state, and federal statutes potentially governing this contractual relationship. Arbitration proceedings shall be started within eighteen (18) months from the date of delivery or scheduled date of delivery of the freight, whichever is later. Upon agreement of the Parties, arbitration proceedings may be conducted outside of the administrative control of the AAA. The prevailing party shall be entitled to recovery of costs, expenses and reasonable attorney fees as well as those incurred in any action for injunctive relief, or in the event further legal action is taken to enforce the award of arbitrators to the fullest extent permitted by law. This arbitration provision does not limit remedial provisions including costs, attorney fees, and liquidated damages that may be available under a specific statute. Arbitration proceedings shall be conducted in King County, Washington or such other place as mutually agreed upon in writing. Provided, however, either Party may apply to a court of competent jurisdiction for injunctive relief. Unless preempted or controlled by federal transportation law and regulations, the laws of the State of Washington shall be controlling. The arbitration provisions of this paragraph shall not apply to enforcement of the award of arbitration.

E. INDEMNIFICATION: CARRIER will indemnify, defend and hold harmless BROKER, its affiliates and its customers (as intended third party beneficiaries) from any and against all losses (as defined below) arising out of or in connection with the transportation services provided under this contract, including the loading, unloading, handling, transportation, possession, custody, use or maintenance of cargo or equipment or performance of this contract (including breach hereof) by CARRIER or any CARRIER representative. CARRIER'S obligation to Indemnify and defend shall not be affected by alleged negligence or willful misconduct of BROKER, its affiliates, or customers. It is the Intent of the Parties that this provision be construed to provide Indemnification to BROKER, its affiliates and customers to the maximum extent permitted by law. If this provision is found in any way to be overbroad, it is the Parties intent that this provision be enforced to allow indemnification to the maximum extent permissible. "Losses" mean any and all losses, liabilities, obligations, personal injury, bodily injury, property damage, loss or theft of property, damages, penalties, actions, causes of action, claims, suits, demands, costs and expenses of any nature whatsoever, including reasonable attorneys' and paralegals' fees and other costs of defense, investigation and settlement, costs of containment, cleanup and remediation of spills, releases or other environmental contamination and costs of enforcement of indemnity obligations.

F. NO BACK SOLICITATION:

i. Unless otherwise agreed in writing, CARRIER shall not knowingly solicit freight shipments for a period of 12 month(s) following termination of this agreement for any reason, from any shipper, consignor, consignee, or other customer of BROKER, when such shipments of shipper customers were first tendered to CARRIER by BROKER.

ii. In the event of breach of this provision, BROKER shall be entitled, for a period of 12 months following delivery of the last shipment transported by CARRIER under this Agreement, to a commission of 25 percent (25%) of the gross transportation revenue (as evidenced by freight bills) received by CARRIER for the transportation of said freight as liquidated damages. Additionally, BROKER may seek injunctive relief and in the event it is successful, CARRIER shall be liable for all costs and expenses incurred by BROKER, including, but not limited to, reasonable attorney's fees.

G. CONFIDENTIALITY:

i. In addition to Confidential Information protected by law, statutory or otherwise, the Parties agree that all of their financial information and that of their customers, including but not limited to freight and brokerage rates, amounts received for brokerage services, amounts of freight charges collected, freight volume requirements, as well as personal customer information, customer shipping or other logistics requirements or other information that is not generally known and from which the disclosing Party derives an economic benefit, shared or learned between the Parties and their customers, shall be treated as confidential, and shall not be disclosed or used for any reason without prior written consent ("Confidential Information"). Confidential Information does not include information that is in the public

domain, information that is generally known in Parties' industry or information that receiving Party acquired in good faith from a third party having no obligations of confidentiality to the disclosing Party..

ii. In the event of violation of this Confidentiality paragraph, the Parties and agree that the remedy at law, including monetary damages, may be inadequate and that the Parties shall be entitled, in addition to any other remedy they may have, to an injunction restraining the violating Party from further violation of this Agreement in which case the prevailing Party shall be liable for all costs and expenses incurred, including but not limited to reasonable attorneys' fees.

H. LIMITATIONS: The limitations of liability for cargo loss and damage as well as other liabilities, arising out of the transportation of shipments, which originate outside the United States of America, may be subject to the laws of the country of origination.

I. MODIFICATION OF AGREEMENT: This Agreement sets forth the entire agreement and understanding between the Parties relating to the subject matters herein and merges all prior discussions. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the party to be charged. This Agreement, Appendix 1, Appendix 2, and Exhibit A et.seq. attached may not be amended, except by mutual written agreement, or the procedures set forth above (Pars 2.B and 2.C).

J. NOTICES:

i. All notices provided or required by this Agreement, shall be made in writing and delivered, return receipt requested, to the addresses shown herein with postage prepaid; or by confirmed (electronically acknowledged on paper) fax.

ii. The PARTIES shall promptly notify each other of any claim that is asserted against either of them by anyone arising out of the Parties performance of this Agreement.

iii. Notices sent as required hereunder, to the addresses shown in this Agreement shall be deemed sent to the correct address, unless the Parties are notified in writing of any changes in address.

K. CONTRACT TERM: The term of this Agreement shall be one year from the date hereof and thereafter it shall automatically be renewed for successive one (1) year periods, unless terminated, upon thirty (30) day's prior written notice, with or without cause, by either Party at any time, including the initial term. 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.

L. SEVERANCE SURVIVAL: In the event any of the terms of this Agreement are determined to be invalid or unenforceable, no other terms shall be affected and the unaffected terms shall remain valid and enforceable as written. The representations, rights and obligations of the parties hereunder shall survive termination of this Agreement for any reason.

M. COUNTERPARTS: This Agreement may be executed in any number of counterparts each of which shall be deemed to be a duplicate original hereof.

N. FAX AND EMAIL CONSENT: The Parties to this Agreement are authorized to fax and/or email to each other at the numbers shown herein, (or otherwise modified in writing from time to time) shipment availabilities, equipment and rate promotions, or any advertisements of new services.

O. ENTIRE AGREEMENT: Except for Exhibit A and its amendments, and unless otherwise agreed in writing, this Agreement contains the entire understanding of the Parties and supersedes all verbal or written prior agreements, arrangements, and understandings of the Parties relating to the subject matter stated herein. The Parties further intend that this Agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence may be introduced to reform this Agreement in any judicial or arbitration proceeding involving this Agreement.

IN WITNESS WHEREOF, we have signed this Agreement the date and year first shown above.

(BROKER) Authorized Signature		(CARRIER) Authorized Signature	
			
Printed Name:	Dominic W. Santiago	Printed Name:	
Title:	Owner	Title:	
Company Address:	120 15th St SE Ste 202 Puyallup, WA 98372	Company Address:	
Phone:	(253) 833-4688	Phone:	
Fax #:	(253) 363-8656	Fax #:	
E-Mail:	Dom@go-veTrans.com	E-mail:	



Appendix 1 – Carrier Responsibilities for Safe and Proper Load Handling

BROKER will provide CARRIER all information regarding shipment(s) it has received from the shipper. Such items can be but are not limited to weight of shipment, special load securement requirements, load protection instructions, and other relevant shipment information. By signing this Appendix, CARRIER agrees that it is ultimately the CARRIER's responsibility to verify all relevant shipment requirements with the shipment consignor at the time the shipment is being loaded on to the CARRIER's equipment.

Examples of CARRIER's responsibilities include:

► Shipment Weight – CARRIER is responsible to verify shipment weight and ensure that CARRIER's equipment is loaded within the Gross Vehicle Weight limits which the applicable state and federal authorities have granted CARRIER its authority. CARRIER is responsible for all overweight tickets, regardless of whether the CARRIER has been loaded over its authorized Gross Vehicle Weight or any of its axle weights do not conform to applicable state and federal laws. BROKER is not responsible for any tickets or fines imposed by any authority for overweight shipments.

► Load Securement – CARRIER is responsible for determining if cargo is properly secured in accordance with 49 CFR § 392-393. CARRIER is responsible to determine if shipment requires items including but not limited to serviceable straps, corner protectors/ V-boards, load bars, padding, and other items for safe transport of goods. CARRIER is responsible to determine if belly-straps are required and applied in accordance with applicable state and federal regulations. CARRIER is responsible for any cargo claims which arise from CARRIER's failure to properly secure load, including but not limited to strap damage from over-tightening, strap damage from failure to use V-Boards/corner protectors, and damage from tipping due to the improper use of load bars/straps. BROKER is not responsible for any tickets or fines imposed by any authority for improperly securing any shipment.

► Authority – CARRIER is responsible for ensuring that it has proper interstate and intrastate authority for loads accepted from BROKER. CARRIER is responsible to determine if any additional permits are required for legal transportation of shipment including overweight, over length, and over height permits. Payment for the cost of obtaining such permits will be included in the BROKER's load dispatch for all loads unless specifically noted otherwise on such dispatch. BROKER reserves the right to require proof of purchase for such permits before reimbursing CARRIER for such expense. Additionally, CARRIER is responsible for obtaining any other jurisdictional permits (county, city, etc.) required to transport shipments on public or private roads. BROKER is not responsible for any tickets or fines imposed by any authority for improperly permitting any shipment.

► Load Protection – CARRIER is responsible to ensure that all load protection requirements have been satisfied with the shipper at the time the shipment is loaded.

- For dry van loads, CARRIER must ensure that cargo has been secured adequately by strap or load bar as specified by the shipment consignor at the time the shipment is loaded.
- For flatbed loads, CARRIER is responsible for ensuring that cargo has been protected to the shipment consignor specifications at the time of shipment. Generally speaking, loads will be dispatched as tarped, weather-protect, or no tarp required. Some shippers may permit the driver to exercise discretion in tarping loads based upon the weather. When shipments are dispatched by BROKER with the instructions that state "Customer may require tarping", CARRIER is responsible to obtain tarping instructions from the shipper when the cargo is loaded. CARRIER is not released from cargo claim liability if weather conditions change between the time the shipment is loaded and the time it delivers. CARRIER is responsible for any and all load protection (tarping) decisions CARRIER makes. BROKER is not responsible for CARRIER's failure to provide instructions to its drivers when weather conditions change, and, therefore, is not responsible for claims caused by changing weather conditions. This responsibility lies solely with the CARRIER.

► Other Legal, Safety, and Shipment Requirements – CARRIER is responsible for any other shipper requirements that arise in the transport of cargo.

CARRIER is responsible to ask appropriate supervisory personnel at the shipment consignor for load protection requirements. CARRIER is responsible for all claims that result from the use of inadequate load protection equipment (inadequate number of load bars or straps, tarps with holes in them, etc). BROKER is not responsible for any cargo claims that arise from as a result of CARRIER's failure to confirm shipper's load protection requirements at the time the shipment is loaded. Further, BROKER is not responsible for any cargo claims that arise from as a result of CARRIER's failure to serviceable load protection equipment.

CARRIER agrees that it is not entitled to accessorial-type payment for items that are legally required for the safe transport of cargo.

CARRIER is responsible for any charges caused by the CARRIER's negligence.

BROKER agrees that CARRIER may be entitled to accessorial-type payment for items for work not legally required and not identified in original dispatch. BROKER will provide revised dispatch with revised payment amount to CARRIER when such payment is agreed to by BROKER and CARRIER. BROKER will not pay CARRIER revised payment amounts if revised dispatch is not provided

I have read, understand, and accept the contents of Appendix 1 of the VETrans Broker – Carrier Contract in its entirety.

Authorized Signature: Title:

Printed Name: Date:



Appendix 2 – Carrier's Relationship with Broker as an Independent Contractor

It is understood and agreed that the relationship between BROKER and CARRIER is that of independent contractor and that no employer/employee relationship exists, or is intended. BROKER has no control of any kind over CARRIER, including but not limited to routing of freight, and nothing contained herein shall be construed to be inconsistent with this provision.

State and federal regulations define the independent contractor relationship that exists between CARRIER and BROKER. CARRIER is responsible for its understanding such regulations and ensuring that its independent contractor status is maintained. CARRIER's failure to adequately maintain its status as an independent contractor under such state and federal regulations does not change the CARRIER's independent contractor status to the BROKER.

As an independent contractor, CARRIER is responsible for the quantity and type of work it accepts or rejects from BROKER. CARRIER is responsible for all aspects of actually completing the work it accepts from BROKER. CARRIER independently determines the time it will load and unload, the route that will be traveled, the order multiple loads will be executed, the method(s) that the load will be protected, and all other aspects of executing the dispatch provided by the BROKER subject to the constraints placed on the dispatch by the BROKER. CARRIER is completely responsible for the direction and control of all work performed.

As an independent contractor, CARRIER is solely responsible for all operating decisions with respect to CARRIER's business. Such decision making includes but is not limited to licensing/titling of vehicles, recordkeeping, maintenance, purchase of fuel, hours of service compliance, and provision of insurance.

CARRIER has an independently established business. CARRIER has or will register its business with the appropriate agencies and obtain any necessary identification number or licensing. CARRIER determines its business hours, days off, and maintains its business location, which is separate from BROKER's business location. CARRIER obtains and maintains all licenses necessary to perform the work CARRIER accepts from BROKER. CARRIER will bear a loss if errors are made in the performance of work provided by the BROKER. CARRIER is required to fix any defects in the work at no cost to the BROKER. CARRIER warrants its services. CARRIER provides insurance in accordance with this Broker – Carrier Contract. CARRIER acknowledges that it is responsible for state and/or federal taxes and warrants it will file all required tax returns with the appropriate agency.

CARRIER is free to work for as many businesses as it chooses. CARRIER is responsible to market its services in order to obtain customers. CARRIER provides and pays for CARRIER's tools and equipment. CARRIER pays for all specialized training required to perform its work. CARRIER has the sole authority to hire or fire workers who execute the dispatch provided by the BROKER.

CARRIER is solely responsible for providing Workers Compensation insurance in accordance with applicable state and federal regulations for CARRIER and CARRIER's employees. CARRIER is solely responsible for adhering to all applicable state and federal regulations with respect to payments for unemployment insurance for CARRIER and CARRIER's employees.

BROKER does not direct the CARRIER in any way other than as to the desired outcome or product of CARRIER's performance. BROKER does not direct CARRIER with respect to CARRIER's manner and means of performance. BROKER has no investment in CARRIER's business.

I have read, understand, and accept the contents of Appendix 2 of the **VETRANS** Broker – Carrier Contract in its entirety.

Authorized Signature: Title:

Printed Name: Date:

VETRANS LLC
Load Commitment Sheet

MC 566935-B

Date: AAAAday, Month XX, XXXX	**Load dispatched to:**	**DOT # XXXXXXX / MC # XXXXX**
VETRANS Load # XXXXX	**TBD Trucking Company**	**Attn: AAAAAAAAAAAAA**
	City, ST	

Pick Up Information

Pickup # 1

MM/DD/YYYY @ XX:XX AM
Consignor Name
Consignor Address
Consignor City, State XXXXX
(XXX) XXX-XXXX
Pickup Number: ANANANAN

Delivery Information

Delivery # 1

MM/DD/YYYY @ XX:XXAM
Consignee Name
Consignee Address
Consignee City, State XXXXX
(XXX) XXX-XXXX
PO #: ANANANAN

Delivered rate is **$X,XXX.XX** and includes all applicable assessorial charges. Re-brokering of this load in any way is strictly prohibited.

Trailer Type: AAAAA **Tarp Type: AAAAAAA** **Weight: XXXXX** **Miles: XXXX**

Special Instructions:

Shipment Terms and Conditions: Carrier has read and agrees to all terms and conditions of the VETRANS, LLC Broker-Carrier Agreement. Carrier agrees to comply with all applicable laws, rules, regulations, and statues in the provision of all services provided pursuant to this dispatch. Carrier is responsible to provide legal and suitable equipment to transport shipment. Carrier is responsible for the hours of service and safety record of its drivers. Carrier must provide drivers that can safely perform all activities associated with the transportation of this shipment. Carrier agrees that VETRANS, LLC (shipment broker) has no responsibility for shortage, loss, or damage for the shipment transported by Carrier. Carrier is responsible for all liability and cargo claims. Carrier is responsible for any charges caused by the Carrier's negligence. Carrier must notify VETRANS, LLC if detained more than 90 minutes at any point in the execution of this shipment. Such notification does not imply the payment of detention. Carrier is required to accept reconsignment instructions from VETRANS, LLC only. Carrier agrees that VETRANS, LLC is the only party responsible to effect payment to Carrier. Carrier agrees that it will not involve the shipment consignor, consignee, or any other customer of VETRANS, LLC for future shipments. Failure to adequately tarp or weather protect goods (when required) will result in a $100.00 deduction from promised payment for future shipments.

CARB COMPLIANCE REQUIRED: By accepting the loads tendered to CARRIER by BROKER, CARRIER represents and warrants that it is in compliance with all CARB regulations and CARRIER shall be liable to BROKER for any penalties, or any other liability, imposed on BROKER because of CARRIER's use of non-compliant equipment.

For payment, Carrier/its agent must submit an invoice with a legible, signed and completed Bill of Lading to VETRANS, LLC:

Mail	Fax	Email
120 15th St SE #202 Puyallup, WA 98372	253.363.8656	accounting@go-vetrans.com

Please call us @ 253.833.4688 if you have invoicing questions.

Payment Terms and Conditions: Failure to provide acceptable Proof of Delivery will result in delay of payment. Payment due date will commence on the day VETRANS, LLC receives acceptable invoicing and Proof of Delivery documents, and not on the day that the shipment was picked up or delivered. Carrier invoices must include VETRANS, LLC Dispatch #.

Thank you for the opportunity to do business with TBD Trucking Company.

AAAAAAA AAAAAAAAA

Carrier Acknowledgement: I have read, understand, and accept the terms of this dispatch:

_____	_____	_____
Signature of Carrier's Authorized Representative	Printed Name of Carrier's Authorized Representative	Date