



**VENN-CORP**  
Dedicated to Project Logistics

## Carrier On Boarding Checklist

Please complete the attached *Carrier Package* and return by fax or email to our Carrier Setup Department, fax # 877-770-0401 or email [carriersetup@venn-corp.com](mailto:carriersetup@venn-corp.com). Should you have any questions, please feel free to call us at 855-897-7207 and speak with our Carrier Service Department option #2 (ext. 9002).

**For expedited processing, please ensure that you have executed and returned all of the below documents.**

- Carrier Contact Request Form.
- Motor Transportation Agreement. Initial ALL pages then sign last page of the agreement.
- A blank company invoice. If not specified, please add your **W9, W8, GST, HST** or **QST** numbers.
- MC Number (if applicable)
- CGL & Cargo Insurance Certificate -\* **With Venn Corp Listed as Certificate Holder with the Address at the bottom center page\*** (Policy # must be stated – We will not accept Binders or Deductibles above \$10,000. Minimum of \$100,000 for Cargo Insurance)
- CVOR (Ontario Authorities, if applicable)
- NIR (Quebec Authorities, if applicable)
- Clearance certificate of WSIB coverage (Ontario carriers only)
- Notice Of Assignment- N.O.A. (if applicable)
- SmartWay Certified



### Carrier Contact Request Form

**Legal Company Name\***

**D.B.A.**

**Contact Name\***

**Email\***

**Phone Number\***

 -  - 

**Fax Number\***

 -  - 

**MC (US DOT) Number**

**Tax ID Number\* (W9, W8, GST, HST or QST)**

**Physical Address\***

**Line 1**

**Line 2**

**City**

**State**

**Postal Code**

**Country**

**Mailing Address\***

**Line 1**

**Line 2**

**City**

**State**

**Postal Code**

**Country**

**Do you factor receivables?\***

- We factor
- We do not factor

**Preferred payment method**

(If EFT is selected, please provide a copy of your voided check)

- EFT
- Check

**Smartway Certified?**  Yes  No

If YES please enter your SmartWay number:

**Remit-To Company Name**

**Attention**

**Remit-To Address**

**Line 1**

**Line 2**

**City**

**State**

**Postal Code**

**Country**

**Phone Number**

 -  - 

**Fax Number**

 -  - 

**Email**

**Additional Contact Info**

**Dispatch**

**Phone Number**

 -  - 

**Fax Number**

 -  - 

**Email**

**Accounts Receivable**

**Phone Number**

 -  - 

**Fax Number**

 -  - 

**Email**



**MOTOR TRANSPORTATION AGREEMENT**

(the "Agreement")

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ (the "Effective Date"), by and between Venn Corporation Canada ("VCC"), a Corporation with its principal place of business located at 135D Matheson Boulevard West, Suite 105, Province of Ontario, L5R 3L1 and \_\_\_\_\_, a corporation with its principal place of business located at \_\_\_\_\_, Province of \_\_\_\_\_ (carrier)

WHEREAS Carrier performs motor carrier transportation services and is duly registered with the Canadian provincial regulatory agencies under number \_\_\_\_\_ with the FMCSA under number \_\_\_\_\_ and/or with QTC under number \_\_\_\_\_ (collectively the "Regulatory Agencies");

WHEREAS Carrier owns a "satisfactory" safety rating with any and all of the above Regulatory Agencies;

WHEREAS VCC desires to use the motor transportation services of Carrier to transport the commodities of its customers and Carrier desires to provide such transportation services to VCC's customers;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE MUTUAL AGREEMENTS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. **Offers for Shipment:** VCC agrees to offer for shipment to Carrier and Carrier agrees to transport in its own equipment tendered shipments and such additional quantities of freight as VCC may tender from time to time to Carrier, subject to the availability of suitable equipment.
2. **Term:** The term of this Agreement shall be for a period of one (1) year commencing on the Effective Date, and shall automatically renew for additional one (1) year periods, unless written notice of non-renewal is given by either party at least thirty (30) days prior to the end of any term.
3. **Termination:** This Agreement may be terminated by either party upon thirty (30) days' written notice. However, if all or any portion of Carrier's operating authority or rights shall be revoked or suspended, or Carrier's insurance policy is cancelled, reduced or otherwise invalidated, or Carrier receives an "unsatisfactory" safety rating from any Regulatory Agencies, Carrier shall promptly notify VCC, and VCC may terminate this Agreement immediately without notice and without further obligation.
4. **Compensation:** VCC agrees to pay Carrier for the transportation services to be rendered Agreement in accordance with the rates set forth in Appendix "A" annexed hereto, and which shall form an integral part of this Agreement. Modifications or additions to these rates may be agreed to in writing or made verbally and confirmed in writing to meet specific shipping schedules. Confirmation of verbally agreed to rates will be made by a recap faxed or emailed by VCC to Carrier and by the Carrier's pick up of the shipment. All modifications and additions to the rates made either in writing or verbally and confirmed in writing shall be deemed as appendices to and considered as part of this Agreement.

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5. **Payment:**

- 5.1 Carrier will invoice all charges for transportation services rendered directly and exclusively to VCC and will provide VCC with a copy of the signed bill(s) of lading, the delivery receipt(s) and any other billing documents reasonably requested by VCC. Provided such documents are received, VCC agrees that it will endeavor to pay all freight charges billed in accordance with the Agreement within thirty (30) days of receipt of Carrier's bill(s) of lading and delivery receipt(s).
- 5.2 Carrier appoints and designates VCC as its agent for the purpose of invoicing and collection of freight charges and waives any and all rights to claim, demand, or pursue payment from any person other than VCC for all shipments tendered pursuant to this Agreement. Accordingly, Carrier undertakes not to contact VCC's customers, shippers, consignees or any party other than VCC, concerning payment for transportation services.
- 5.3 VCC shall have the right to set off claims for loss, damage or delay, and claims for overcharge or duplicate payment, against freight or other charges owed to Carrier.
- 5.4 Carrier acknowledges that VCC's customers may have specific requirements for delivery by appointment or at specified times due to the nature of their businesses and receiving facilities. Accordingly, if delivery is not made at an appointed time, or within a delivery window, Carrier shall be liable for any penalties or charge backs which may be imposed on VCC by its customers.
- 5.5 Carrier shall have no lien, and hereby expressly waives its right to any lien on any shipment, freight or property of VCC or any of its customers, shippers or consignees.

6. **Equipment:** Carrier services shall be performed via motor vehicles utilized for Carrier's transportation services ("the Equipment")

The Equipment will: (i) be in good, safe and serviceable working condition; (ii) have valid inspection stickers for annual mechanical inspection; (iii) be suitable for the particular transportation required, and include any special equipment that is requested and agreed to by VCC when the applicable transportation is placed; and (iv) be properly licensed and comply with the equipment specifications for such transportation prescribed by any applicable Regulatory Agencies. In addition, all drivers and other personnel of Carrier will be competent, properly licensed and legally qualified to operate the Equipment in question.

7. **Operating Expenses:** Carrier shall bear the costs and expenses of all fuel, oil, tires, parts, road services, maintenance and repairs, licenses, taxes and tolls in connection with the use and operation of the Equipment and which may be required to keep the Equipment in good repair and mechanical condition. VCC will not be liable to Carrier for any damage sustained by or to Carrier's Equipment or for loss by complication or seizure or Carrier's Equipment by any public authority.

8. **Exclusive Control:** Carrier shall have sole and exclusive control over the manner in which Carrier and its agents perform the transportation services provided for hereunder, and Carrier shall utilize such individuals as it may deem necessary in connection therewith, it being understood and agreed that such individuals shall be subject to discharge, discipline, and control solely and exclusively by Carrier. Carrier represents that it is entirely independent and that it is not substantially and economically

dependent upon VCC and there is no functional integration of VCC's and Carrier's respective operations.

9. **Period of Carrier Responsibility:** Carrier's duties and responsibilities under this Agreement shall commence possession and control of VCC's customers' property or upon execution of such bill of lading or receipt by Carrier, whichever occurs first, and shall end when consignee signs the bill of lading or delivers a receipt and Carrier delivery the property.
10. **Substituted Service:** Carrier agrees not to interline or use other motor carriers, or brokers, or to use substituted services by rail for the transportation of any shipments to be tendered hereunder. If Carrier uses other carriers, brokers or a substituted service of any type, with or without VCC's customers' permission, Carrier agrees to remain liable for any costs, loss, damage or delay to VCC's customers' property incurred in transit to the same extent that Carrier would be liable if it performed the transportation directly. Carrier shall not divert or re-consign any shipment except upon written instructions from VCC. Carrier shall not accept instructions for diversion or re-consignment from any consignee without notice to VCC, and written consent of VCC.
11. **Hazardous Waste:** Carrier hereby covenants and agrees that no Equipment that transports commodities for VCC's customers, was ever used to transport refuse, garbage, trash, or solid or liquid waste of any kind whatsoever, whether hazardous or non-hazardous. Notwithstanding anything to the contrary herein, in the event that Carrier breaches the terms to this Section, VCC shall have the right to immediately terminate this Agreement without written notice and hold Carrier liable for any resulting damages.
12. **Delay and Accidents:** Carrier shall notify VCC immediately by telephone, facsimile or email of any accidents, spills, theft, hijacking or other events that impair the safe and prompt delivery of the commodities in its control.
13. **On-Hand Freight:** Carrier shall immediately notify VCC by telephone, facsimile or email of any refused or "on-hand" freight and request additional instructions regarding delivery or storage of the "on-hand" commodities. Such notice by Carrier shall be immediately confirmed in writing, stating the amount, date and time storage charges will be begin to accrue, if any.
14. **Bill of Lading and Other Shipping Documents:** Carrier shall issue a bill of lading for each shipment received by Carrier. Said bill of lading shall indicate the kind, quantity and condition of commodities received by Carrier. Such bill of lading shall be evidence of receipt of such commodities by Carrier in apparent good order and condition unless such commodities are not readily observable (contents and condition of contents of packages unknown) or as may be otherwise noted on the face of such receipt. However, the absence or loss of any such bill of lading or receipt shall not relieve Carrier of its obligations and responsibilities with respect to any services provided hereunder.

Carrier shall perform the loading, and verified by its signature the safe loading and accurate count and condition of the commodities as set forth in the bill of lading. Exceptions taken by the Carrier with respect to quantity and condition of the commodities at origin must also be noted and signed by shipper or shipper's agent prior to acceptance of the commodities.

15. **Delivery Receipts:** Carrier shall obtain an acknowledgement of delivery for all shipments by notation on the bill of lading or a delivery receipt, signed and dated by the consignee. The parties agree that the bill of lading or other form of receipt shall be used solely as a receipt for shipment, and to identify the kind and

quantity of commodities, place of pick-up and delivery, shipper and consignee and other information as required by VCC.

16. **Carriers Operations:** Carrier shall have full control of its personnel, including all subcontractors; shall perform the services as an independent contractor of, and not an agent or employee of, or joint venture with VCC; shall assume complete responsibility for all salaries, commissions, municipal, provincial, federal, foreign and domestic taxes or contribution to taxes, assessments, insurance (including but not limited to, workers' compensation, unemployment compensation, disability, pension and social security insurance and any foreign equivalent) and any other financial obligations arising out of the services provided under this Agreement or with respect to the persons engaged in the performance of the services under this Agreement; and shall comply with all applicable rules, laws and regulations related thereto.

Carrier shall have no authority to act on behalf of VCC, except to the extent necessary to perform Carrier's services under this Agreement or as may be requested by VCC from time to time.

17. **Compliance with Laws:** Carrier agrees that all transportation services will be performed in full compliance with federal, provincial, municipal and to the extent applicable, international laws or regulations governing its operations, as well as any legislation and related programs designed to protect transportation activities from terrorist attacks, such as the *Custom Trade Partnership Against Terrorism* ("CTPAT") and the *Free and Secure Trade* initiative.

Carrier at all times shall maintain all licenses and certifications required to maintain its legal right to act as a licensed carrier at all points of origin and destination.

Carrier agrees to indemnify VCC for any fines, costs, claims, liability or expenses that may incur and arise out of violations by Carrier of any applicable laws and regulations during Carrier's performance under this Agreement.

18. **Cargo Loss and Damage Claims:** Carrier shall bear responsibility for the safe transport and delivery of the commodities at all times that such commodities are in Carrier's possession, from the time of pick up and loading of the commodities into the Equipment, until the time of delivery of the commodities to their destination, from the time of the actual receipt of the shipment by the Carrier at origin (as evidenced by the carrier's signed bill of lading or other written receipt) until delivery has been made (as evidenced by written proof of delivery or other written receipt signed by the consignee or its agent). Any seals applied to any trailer are not to be broken or removed prior to the delivery at destination without prior written consent from VCC.

Carrier shall be liable to VCC for actual loss and damage to shipments, and for delayed deliveries, arising from Carrier's performance of or failure to perform the services required by this Agreement. However, Carrier will not be liable for loss, damage, or delay to shipments caused solely by Force Majeure (as defined in Section 31 hereinafter), or the negligence of VCC or its customers, in which case Carrier has the burden of proving applicability of the exception.

Carrier shall be liable for the total, actual value of the shipments tendered by VCC to Carrier, including the freight and other costs, if so paid. The terms "actual value" means the value of the commodities at the place and time of shipment.

VCC shall file a claim for loss, delay or damage to shipment, within sixty (60) days from the date of delivery or in case of non-delivery, within nine (9) months of the date of shipment. Within thirty (30) days

of receiving a claim from VCC for loss, delay or damage, Carrier shall pay or deny the claim (in which case the reasons for denial shall be fully explained in writing), or make a firm compromise offer.

In the event branded or labelled commodities are damaged, VCC's customer may determine, at its entire discretion, whether the commodities can be salvaged, and if salvageable, the value of such salvage. Any salvage receipts shall be deducted from the amount of VCC's claim against Carrier. If VCC's customer permits its commodities to be salvaged, and Carrier pays the total, actual value of the damaged commodities, Carrier may retain custody of the commodities after removing all identifying marks or label.

No released value rate, or other limitation of cargo liability, shall be valid or enforceable against VCC or its customers unless expressly agreed by VCC in a signed writing separate from any bill of lading or other delivery receipt issued by Carrier.

19. **Insurance:** Carrier shall at all times during the term of this Agreement, have and maintain in full force public liability, property damage, cargo and workers' compensation insurance with reliable insurance companies acceptable to VCC, and in the following minimum amounts, which amounts may be modified by VCC subsequently upon thirty (30) days' written notice: (i) one million dollars (\$1,000,000) bodily injury; (ii) five hundred thousand dollars (\$500,000) property damage; (iii) two hundred and fifty thousand dollars (\$250,000) cargo per shipment; (iv) workers' compensation which complies with all applicable provincial or state requirements and (v) if applicable, any 8MC32 and MCS 90 Endorsements to its cargo insurance policy in the form required by the FMCSA.

Carrier will hold harmless and indemnify VCC for any claim for insurance premium or any claim by an employee of the Carrier for injuries sustained in the ordinary course of business, including, but not limited to, drivers, jumpers, helpers, agents or sub-contractors of Carrier.

Carrier's cargo insurance policies shall not exclude coverage for loss from an unattended vehicle or from a trailer detached from the power unit, theft or other criminal acts of Carrier's employees. If said policy contains such exclusions, Carrier shall obtain and furnish a policy extension or surety bond providing such coverage to satisfaction of VCC.

Upon request, Carrier shall furnish to VCC a copy of each such insurance policies, the exclusions and written certificate of insurance.

20. **Indemnification:** Carrier shall defend, indemnify, and save VCC, its affiliated entities, customers, shippers, consignees, directors, officers, employees and agents harmless from and against any and all losses, costs, expenses, claims, demands, liabilities, fines, damages, suits, proceedings or actions (including all reasonable expenses and attorneys' fees) arising out of injuries to or the death of any person or persons, or arising out of loss or damage to the business or property of any person or persons, including the property of VCC caused by or resulting, whether directly or indirectly, from the receipt, transportation and/or delivery of any shipment subject to this Agreement by Carrier, or any of its agents, employees or sub-contractors (collectively referred to as the "Claims"), including, without limitation, Claims based on a party's breach of warranty and Claims for any violation of any law, ordinance or regulation, except for Claims arising out of VCC's wrongful act or omission or negligence.

Carrier agrees that the foregoing indemnification of obligations shall survive the expiration or termination of this Agreement.

21. **Non-Solicitation:** During the term of this Agreement, and for a period of two (2) years following the termination of this Agreement, Carrier shall not knowingly, directly or indirectly, solicit or do business of a transportation nature with any of VCC's customers who were served by Carrier as a result of this Agreement, unless otherwise agreed to in writing.
22. **Confidentiality:** As part of the business relationship between Carrier and VCC, Carrier may or come into possession of information or data that constitute trade secrets, know-how, confidential information or are otherwise considered secret by VCC (hereinafter the "Information"). In consideration of the receipt of such Information and potential business, Carrier agrees to maintain such Information in the utmost of confidence; to use such Information solely in connection with such business relationship; and to take all measures necessary to protect such information.  
  
Furthermore, Carrier agrees that VCC's compensation hereunder for its services is confidential and will not be disclosed to anyone. Carrier further agrees that it will not reveal to anyone the terms of this Agreement, the rates of transportation services, or any other dealings conducted between Carrier and VCC, except as required by law.
23. **Collection:** In cases where after movement of freight, the ultimate payer of the freight charges for any reason defaults on payment, Carrier and VCC, after both parties agree in writing, may proceed against the debtor at a cost ratio and collection ratio equal to the ratio applicable to their respective receipts agreed on the original movement(s), including attorney's fees, court costs and costs to defend countersuits.
24. **Relationship between the Parties:** The relationship of Carrier to VCC shall, at all times, be that of an independent contractor, except that VCC will be the agent for Carrier for the collection and payment of charges to Carrier. The Carrier authorizes VCC to invoice the shipper or consignee for freight charges on behalf of the Carrier and the Carrier agrees that VCC is solely responsible for payment of all freight charges to the Carrier.
25. **Applicable Laws:** This Agreement shall be governed by and interpreted in accordance with laws of the Province of Ontario and the federal laws of Canada applicable within. The parties further agree that all disputes arising under this Agreement must be submitted to the jurisdiction of courts from the judicial district of Mississauga, Province of Ontario or the Federal Court of Canada.
26. **Severability:** Obligations of this Agreement are separate and divisible and in the event that any provision is deemed unenforceable, the balance of the Agreement shall continue in full force and effect
27. **Entire Agreement:** This Agreement constitutes the entire agreement of the parties with respect to matter herein and may not be modified, amended, or terminated except by written agreement, specifically referring to this Agreement, signed by the parties hereto.
28. **Waiver of Provisions:** No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver. No such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.
29. **Successors and Assigns:** This Agreement shall be binding upon and ensure to the benefit of the parent corporations and divisions, successors, legal representatives and permitted assigns. Neither of the parties shall assign this Agreement, or any interest or right therein, without the prior written consent of the other party except that VCC, without prior consent may assign this Agreement to any corporation or other legal



entity directly or indirectly controlling, controlled by or under common control with VCC.

30. **Notices:** Except for regular business communications which may be transmitted to procedures established by agreement or acquiescence, all notices made hereunder shall be provided in writing and delivered by telecopy, certified mail or overnight courier. Notice transmitted by telecopy shall be deemed received as of the date and time of confirmation printed by sender's machine. Notice transmitted by certified mail or overnight courier shall be deemed received as of the date and time signed for by recipient. Notices shall be addressed to the respective party as set forth above.
31. **"Force Majeure":** Neither VCC nor Carrier shall be liable for any delay in the performance of their respective obligations under this Agreement resulting for any "force majeure", including, but not limited to, acts of God, acts of Government or other civil or military authorities, acts of terror, war or riots. Whenever possible, in the event of a "force majeure", the affect party shall promptly notify the other party in writing, stating the reasons for the inability to comply with the provisions of this Agreement and the expected duration of the "force majeure".
32. **Authorized Signatories:** It is agreed and warranted by the parties that the individuals signing this Agreement on behalf of the respective parties are authorized to do so. No further proof of authorization is or shall be required.
33. **Originals and Counterparts** This Agreement may be executed in any number of identical counterpart shall be deemed a duplicate original hereof.
34. **Non-Exclusivity:** This Agreement does not grant Carrier an exclusive right to perform transportation services for VCC, and VCC does not guarantee any specific amount or number of shipments, tonnage or revenue to Carrier.
35. **Precedence:** The terms and conditions of this Agreement shall govern and supersede any contract terms conditions that may be prescribed by Canadian and provincial laws or regulations, as well as any bills of lading, delivery receipts, Carrier confirmation forms or other shipping documents.

IN WITNESS PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE EFFECTIVE DATE.

VENN CORPORATION CANADA

Carrier Name:

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Printed Name: Tara Markowiak

Printed Name: \_\_\_\_\_

Title: Manager, Support Services

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

I have the authority to bind the company

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**VENN-CORP**  
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## COMPANY INFORMATION SHEET

Legal Name: Venn Corporation Canada  
Registered Address: 135D Matheson Blvd Suite 105  
Mississauga, ON L5R 3L1  
Telephone: 855-897-7207  
Fax: 877-770-0401  
Website: www.venn-corp.com

Remit to: 1945 Old Gallows Rd, Suite 207  
Vienna, VA 22182  
Telephone: 855-897-7207  
Fax: 703-448-5934

Incorporation Date: December 6, 2012  
Incorporated: Ontario  
Federal ID #: 834550840  
DUNS#:

Broker MC #: 855803  
Freight Forwarders #: 12595  
SCAC:  
NAICS: 488510

### **OFFICERS:**

President & Chief Executive Officer: Michael Scotch  
Chief Financial Officer: Michael Scotch  
Secretary & VP: Alan Watson  
Director of Operations: Joshua Blunn

### **BANKING:**

Name: TD Canada Trust  
Mississauga Center  
7685 Hurontario St., 2<sup>nd</sup> Fl  
Brampton, ON L6W 0B4  
Account Manager: Arun Rebello  
Telephone: 905-793-6158

### **TRADE REFERENCES:**

Horizon Lines LLC 600 E Las Colinas Blvd, Suite 550 Irving, TX 75039 Tel: 323-983-2302 Contact: Brian Post	TC Trading 1755 Boblett Street Blaine, WA 98230 Tel: 360-332-5656 Contact: Tom Hayes	Matson Navigation Company, Inc. 426 N 44 <sup>th</sup> Street, Suite 250 Phoenix, AZ 85008 Tel: 480-736-5216 Contact: Diana Buck
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Venn Corporation will pay its carriers within 30 days of receipt of signed POD and invoice. To ensure payments are made timely please ensure our VC Load # is quoted on your invoice. Invoices & POD's can be sent by email to: [ap@venn-corp.com](mailto:ap@venn-corp.com)

March 15, 2016