



**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.
- Broker-Carrier Transportation Agreement. Initial ALL pages then sign last page of the agreement.
- MC Number
- A copy of your W9 or W8
- A blank company invoice.
- 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)
- 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\***

**Mailing Address\***

**Line 1**

**Line 1**

**Line 2**

**City**

**State**

**City**

**State**

**Postal Code**

**Country**

**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**



**BROKER-CARRIER TRANSPORTATION AGREEMENT**

This Broker-Carrier Transportation Agreement ("Agreement") dated \_\_\_\_\_20\_\_\_\_, is between Venn Corporation, a Virginia Corporation, ("Venn-Corp") and \_\_\_\_\_ ("Carrier"), a business incorporated under the state laws of \_\_\_\_\_.

Venn Corporation is a transportation broker, authorized by Motor Carrier (MC) number 855803 to arrange for the transportation of general commodities ("Goods") by motor carriers ("Carriers").

Carrier is a motor carrier, authorized by MC number \_\_\_\_\_ to provide the actual transportation of Goods.

The Parties enter into this Agreement in accordance with 49 U.S.C. Section 14101(b)(1) and expressly waive any and all rights and remedies that each may have under 49 U.S.C. §§ 13101 through 14914 that are contrary to specific provisions of this Agreement.

1. **Scope:** The Agreement governs all shipments tendered to Carrier by Venn-Corp or by third parties on behalf of Venn-Corp during the term of this Agreement.
2. **Safety Ratings:** During the term of this Agreement, Carrier must not have an "Unsatisfactory" safety rating as determined by the Federal Motor Carrier Safety Administration ("FMCSA") or a substantively equivalent rating under the Carrier Safety Measurement System implemented under the Comprehensive Safety Analysis 2010 ("CSA 2010") program. If Carrier receives an Unsatisfactory or equivalent safety rating, it will immediately notify Venn-Corp. Carrier will not use any carrier or subcontractor with an "Unsatisfactory" safety or equivalent rating even if Venn-Corp authorizes use of another carrier or subcontractor pursuant to Section 9 below.
3. **Independent Contractor Relationship:** The Parties understand and agree that the relationship between the Parties is and will remain that of independent contractors and that no employer/employee relationship exist or is intended.
4. **Services:**
  - A. Carrier agrees to transport safely, promptly and efficiently all shipments tendered to it by Venn-Corp.
  - B. Carrier, at its own cost and expense, will provide and maintain motor vehicles and other equipment used in providing its services, in good, safe, and efficient condition, and in compliance with all laws and regulations governing the maintenance and operation of such motor vehicles and other equipment.
  - C. Carrier will accept instruction for changes in delivery place or time from Venn-Corp only. If Carrier accepts change instructions from parties other than Venn-Corp, Carrier does so at its own risk and will forfeit its right to compensation for the shipment.
  - D. Carrier will provide trailers to Venn-Corp at locations designated from time to time by Venn-Corp. No detention or other charges will be assessed for the spotting of trailers or tractors unless specifically agreed in writing in advance.
5. **Carrier Compensation:**
  - A. Venn-Corp agrees to pay Carrier in accordance with the rates and charges set forth in Appendix A and in individual Rate Confirmations, if applicable. Confirmation of verbally agreed rates will be made by a Rate Confirmation faxed by Venn-Corp to Carrier.

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- B. Carrier agrees to invoice Venn-Corp within ten (10) days of delivery of a shipment. Each invoice must include an original or legible copy of the signed bill of lading and the signed delivery receipt.
  - C. Venn-Corp may offset payments due to Carrier against payments owed from Carrier. Unless other payment terms are agreed to between the Parties, Venn-Corp will make payment to Carrier within thirty (30) days of receipt of an uncontested invoice.
  - D. Carrier agrees that Venn-Corp is the sole party responsible for payment of Carrier's charges. Carrier shall not seek payment from shippers, consignees or any other parties.
  - E. Carrier, for itself and on behalf of all approved agents and subcontractors, waives any lien which may exist against Goods. Carrier shall not withhold delivery of Goods due to any dispute with Venn-Corp, a shipper, a consignee, or any other party.
6. **No Back Solicitation:**
- A. Acceptance by Carrier of a load offered by Venn-Corp will constitute Carrier's recognition that the shipper of the load is a customer of Venn-Corp.
  - B. Carrier agrees to not solicit, arrange for, or accept, directly or indirectly, loads from Venn-Corp's customers from anyone other than Venn-Corp.
  - C. In the event of a breach of this provision, Venn-Corp will be entitled to a commission of 25% of the gross transportation revenue received by Carrier from Venn-Corp's customer during the term of this Agreement and for a period of two (2) years after termination of this Agreement.
  - D. The provisions of this Section will be in effect during the initial and all subsequent terms of this Agreement and will continue in effect for two (2) years after termination of this Agreement.
7. **Bills of Lading, Documentation:** Carrier agrees to issue a bill of lading for each shipment and to provide Venn-Corp with proof of acceptance and delivery of each shipment. The terms and conditions of any bill of lading or other freight documentation used by Carrier or its subcontractors will not supplement, alter, or modify the terms of this Agreement.
8. **Cargo Loss, Damage, and Delay:**
- A. Except as otherwise provided in this Agreement, Carrier is liable for loss, damage, or delay in connection with the Goods according to the provisions of 49 U.S.C. § 14706.
  - B. Carrier's liability for loss, damage, or delay in connection with Goods is for full actual loss and may not be limited by contract or otherwise.
  - C. If Carrier receives a sealed trailer, Carrier must not allow the seal to be removed or compromised without authorization in writing from Venn-Corp or the owner of the Goods. Carrier acknowledges that any failure to comply with this requirement will result in the Goods conclusively being deemed damaged in full.
  - D. All claims for loss, damage, or delay will be processed in accordance with 49 CFR Part 370, except that claims must be concluded within 60 days of receipt. If a claim has not been concluded within 60 days of receipt, Venn-Corp has the right to set-off the claim amount from money due Carrier as set forth above in Section 5.
  - E. Carrier shall not sell or attempt to sell any Goods that are the subject of transportation services Governed by this Agreement.
  - F. If Carrier's failure to deliver a shipment as agreed results in a charge-back against Venn-Corp or its customer, Carrier is liable for the amount of the charge-back.
  - G. Claims based on a concealed loss or damage, which are reported to Carrier within 15 days of the date of delivery, shall be treated by Carrier as if an exception notation had been made on the delivery receipt at the time of delivery.

9. **No Lien:** Carrier waives and relinquishes all rights it might otherwise have to impose a lien under state or federal law against the Goods and shall not otherwise withhold delivery of any Goods due to any dispute with Venn-Corp, shipper, consignee, or any other party.
10. **Subcontracting:** Carrier shall not broker, subcontract, or interline a shipment without the prior written approval of Venn-Corp. If Carrier does so without authority from Venn-Corp, Carrier agrees that neither it nor the party performing services shall charge Venn-Corp or its customers for such services. In addition, whether or not Carrier has Venn-Corp's prior written approval to broker, subcontract, or interline, Carrier will remain responsible and liable as if Carrier performed the services itself as a motor carrier.
11. **Indemnification:** Carrier shall indemnify, defend, and hold harmless Venn-Corp, shippers, consignees, and owners of the Goods, their officers, agents, and employees ("Indemnitees") against any and all liability, claims, or expenses, including attorneys' fees and other costs of defense, with respect to those claims relating in any way to Carrier's, its employees' or its subcontractors' performance or failure to perform under this Agreement asserted against Indemnitees by any person or entity.
12. **Insurance:** At all times, at its own expense, Carrier will maintain the insurance specified below. All insurance must be primary and required to respond and pay prior to any other available coverage.
- A. Worker's compensation insurance in statutory amounts;
  - B. Employer's Liability insurance with limits of not less than \$1,000,000;
  - C. Occurrence based commercial General Liability Insurance including blanket contractual coverage, with combined single limits of \$1,000,000 for personal injury, including death, and \$1,000,000 for each occurrence for property damage including:
    - (i) Premises operation; and
    - (ii) Contractual liability for the liability assumed by Carrier pursuant to any indemnification agreements between Venn-Corp and Carrier;
  - D. Occurrence based Truckers Policy or Automobile Liability Insurance with limits of \$1,000,000 per occurrence, and Hazardous Materials coverage of not less than \$5,000,000 per occurrence if Hazardous Materials are handled; and
  - E. Occurrence based cargo insurance with limits of liability of not less than \$100,000 per shipment. Carrier's cargo insurance policy shall not exclude coverage for fraud, infidelity, unattended vehicle, dishonesty or criminal acts of carrier's employees or agents. If the policies include such exclusions, Carrier must obtain and provide Venn-Corp with proof of a fidelity policy.

Except for Worker's Compensation Insurance and Cargo Insurance, the above policies and certificates must name Venn-Corp as an additional insured. All policies and certificates must require that the insurer provide Venn-Corp at least thirty (30) days' notice of any material changes or cancellation.

13. **Term and Termination:**

- A. The initial term of the Agreement is one year, beginning on the date shown above. At the end of the initial term and each subsequent term, the Agreement will automatically renew for an additional one year term.
- B. Either Party may terminate the Agreement, with or without cause, at any time, by giving 60 days' written notice to the other Party.
- C. If either Party breaches the Agreement, the other Party may terminate this Agreement by giving 30 days' written notice, if the breach is not cured within that time period.
- D. If either Party files a petition for or declares bankruptcy, reorganization or other similar relief from its creditors, the other Party shall have the right, subject to applicable federal

bankruptcy law, to continue to enforce this Agreement or to terminate it immediately upon one day's written notice to the bankrupt or insolvent Party.

14. **Dispute Resolution:** The Parties agree that, if a dispute arises in the Agreement's application or interpretation, then the Parties may submit the dispute to final and binding arbitration with the Transportation Lawyers ADR Council, Inc. before a single arbitrator at a location mutually agreed upon or, if no location is agreed upon, then at a location which is approximately equal distance from the headquarters of the Parties. The award of the arbitrator may be enforced in any court of competent jurisdiction.
15. **Choice of Law/Jurisdiction and Venue:**
- A. The Agreement is governed by and construed in accordance with the applicable federal laws of the United States or, alternatively, the laws of the State of Virginia.
  - B. The parties agree to jurisdiction and venue in the United States District Court the Eastern District of Virginia, the Alexandria Division. Or, if federal jurisdiction is not available, in state court located in Virginia.
16. **Force Majeure:** If performance by one Party is affected by any condition beyond the reasonable control of such Party, the performance of obligations under this Agreement affected by such condition will be suspended during the continuance of such condition. Neither Party will incur any liability for damages resulting from such suspensions.
17. **Notice:** Any notices and other communications required or permitted under this Agreement must be in writing and be either (1) delivered personally, (2) sent by facsimile or e-mail transmission if confirmed by notice sent by one of the other notice methods permitted in this paragraph, (3) sent by nationally recognized overnight courier guaranteeing next business day delivery, or (4) mailed by registered or certified mail (return receipt requested), postage prepaid, to the Party at the following addresses (or at such other addresses as are specified by like notice):

If to Venn-Corp:

1945 Old Gallows Rd.  
Suite# 207  
Vienna, VA 22182  
Fax# 703-448-5934

If to Carrier:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All such notices and other communications will be deemed to have been given and received (1) in the case of personal delivery, on the date of such delivery, (2) in the case of facsimile or e-mail transmission that is confirmed by notice sent on the same day by one of the other methods permitted, on the date of transmission if sent on a business day (or if sent on other than a business day, on the next business day after the date sent), (3) in the case of delivery by nationally recognized overnight courier guaranteeing next business day delivery, on the business day following dispatch, or (4) in the case of mailing, on the third business day following such mailing.

18. **Confidentiality:** As part of the business relationship between Venn-Corp and Carrier, either Party may be in or come into possession of information or data which constitutes trade secrets, know-how, confidential information, marketing plans, pricing, or anything else otherwise considered proprietary or secret by the other ("Confidential Information"). In consideration of the receipt of such Confidential Information and potential business, each Party agrees to protect and maintain such Confidential Information in the utmost confidence, to use such Confidential Information solely in connection with their business relationship, and, to take all measures

reasonably necessary to protect the Confidential Information.

- A. Carrier agrees that Venn-Corp's costs for its services is confidential and need not be disclosed to Carrier. Carrier specifically waives any rights it may have under 49 CFR § 371.3.
- B. Except as may be required by law, the terms and conditions of this Agreement and information pertaining to any Services will not be disclosed by either Party to any other persons or entities, except to the directors, officers, employees, authorized contractors, attorneys, and accountants of each Party.
- C. This mutual obligation of confidentiality will remain in effect during the terms of this Agreement and for a period of two (2) years following any termination.

19. ***No Construction Against Drafter:*** Each Party has participated in negotiating and drafting this Agreement, so if an ambiguity or a question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly as opposed to being construed against a Party because it was responsible for drafting one or more provisions of this Agreement.

20. ***Validity of Provisions:*** If any part of this Agreement is declared by a court to be invalid, such decision shall not affect the validity of any remaining portion of this Agreement.

21. ***Effect of Waiver:*** The failure of either Party to enforce any of the rights given to it under this Agreement shall not be construed as a waiver of that right.

22. ***Entire Understanding: Modifications.***

- A. This Agreement contains the entire understanding and contractual agreement between the Parties and constitutes a single and entirely integrated agreement between the Parties as to its subject matter and supersedes all prior negotiations, discussions, agreements or understandings, if any, between the Parties relating to its subject matter
- B. The Agreement cannot be amended except in writing, signed and dated by authorized representatives of both Parties.

23. ***Business Conduct:***

Carrier will comply with Venn-Corp's policy to ensure that our company, its senior management and all of our companies' employees and suppliers are committed to complying with all relevant legislation and appropriate guidelines designed to detect, deter and prevent money laundering and other activities intended to facilitate the funding of terrorist or criminal activities. We will at all times ensure the protection of our staff, and safeguard our organization and reputation against the threat of money laundering and the funding of terrorist and criminal activities.



Each Party warrants and represents that the person executing this Agreement on its behalf below is duly authorized to do so.

VENN CORPORATION

Carrier Name: \_\_\_\_\_

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

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

Printed Name: Tara Markowiak

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

Title: Manager, Support Services

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

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

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

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**VENN-CORP**  
Dedicated to Project Logistics

## COMPANY INFORMATION SHEET

Legal Name: Venn Corporation  
Registered Address: 1945 Old Gallows Road, Suite 207  
Vienna, VA 22182  
Telephone: 855-897-7207  
Fax: 703-448-5934  
Website: [www.venn-corp.com](http://www.venn-corp.com)

Incorporation Date: June 28, 2012  
Incorporated: Virginia  
Federal ID #: 45-5608368  
DUNS#: 04-773-7657

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

### **BANKING:**

Name: Bank of America  
Westpark Branch  
8300 Greensboro Drive #L3  
McLean, VA 22102  
Account Manager: Clark Scott  
Telephone: 703-917-6153

### **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

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)

October 15, 2015