

New Carrier Setup Packet



Dear Valued Carrier,

Thank you for your interest in PartnerShip, LLC.

In order to qualify you will need the following documents:

- ✓ *Signed Broker-Carrier Agreement - make sure to sign and fill out completely*
- ✓ *Completed W-9 - a blank W-9 has been included for your convenience (if needed)*
- ✓ *Worker's Compensation Insurance Copy*
- ✓ *Copy of MC Authority Document*
- ✓ *New Carrier Profile (attached)*
- ✓ *Safety Rating Documentation(if available)*
- ✓ *Certificate of Insurance faxed back to 800-439-8913 with:
Certificate holder listed as: PartnerShip, LLC 29077 Clemens Rd. Westlake, OH 44145
**** One (1) Million Auto Liability and \$100,000 Cargo Insurance is REQUIRED – no exceptions*****

For your convenience, we offer several options for sending the necessary documentation: email, fax, or mail. We look forward to working with you!

PartnerShip, LLC
Phone: 800-599-2902
Fax: 800-439-8913
Email: pgordon@partnership.com
Address: 29077 Clemens Rd. Westlake, OH 44145

Invoices via Email:

billing@PartnerShip.com

New Carrier Setup Packet

Included:

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29077 Clemens Road | Cleveland, OH 44145
PartnerShip.com | 1-800-599-2902

Company Information



Contact info:

Company: PartnerShip LLC
Address: 29077 Clemens Rd.
Westlake, OH 44145
800-599-2902

Invoices via Email:

billing@PartnerShip.com

Contact: Polly Gordon
Web: www.PartnerShip.com

Officers/Senior Management:

John Finucane - President & COO –
Frank Sulen CFO

jfinucane@partnership.com
fsulen@nacs.org

Revenue Services:

Trevor County-
800-599-2902 ext 2256

tcounty@partnership.com

Invoices via Email:

billing@PartnerShip.com

Authorities:

Business Type: 3PL
MC: 247841-B
FedTaxID: 34-0711559
DUNS: 61-701-4746
Incorporated: 1989

Banking Info:

Bank: JP Morgan Chase
Contact: Megan Vasicek
216-781-4437

Carrier References:

Carrier	Contact	Location	Phone
UPS Freight	Dan Martin	Chicago, IL	804-239-6849
YRC Freight	Dan Knudston	Overland Park, KS	913-344-5721
Conway Freight	Larry McCracken	Portland, OR	866-410-5165

PartnerShip®

29077 Clemens Road | Cleveland, OH 44145
PartnerShip.com | 1-800-599-2902

Carrier Profile



SCAC CODE _____ MC# _____ US DOT# _____ FEDERAL ID# _____

Carrier Name: _____ DBA: _____

Physical Address: _____

City: _____ State: _____ Zip: _____

Website: _____

Owner/President/Principal: _____

Dispatch Contact: _____

Phone: _____ Email: _____ Fax: _____

Accounting Contact: _____

Phone: _____ Email: _____ Fax: _____

After hours number: _____

MC Number: _____ Carrier SCAC code: _____ Are you Smart Way certified? YES NO

Insurance Agent Name: _____ Phone: _____

Number of Units _____ Number of Trailers _____

Do you have EDI capability? YES or NO Do you have HAZ MAT Certification? YES or NO?

How many teams do you run? _____

of Tractors _____ # of Trailers _____

List # of Trailers by Type: V53 _____ V48 _____ FB _____ R53 _____

Geographic Service Area _____

**This information will be used to help us determine future opportunities that may exists based on the services your company provides.

****If your account receivables department is different than your physical address, or if you are using a factoring company, please complete below****

Receivable/ Factoring Company Name: _____

Receivable Address: _____

City: _____ State: _____ Zip: _____



FMCSA Motor Carrier

USDOT Number: 2215486
Docket Number: MC247841
Legal Name: PARTNERSHIP LLC
DBA (Doing-Business-As) Name



Addresses

Business Address: 500 EAST LORAIN STREET
OBERLIN, OH 44074

Business Phone: (800) 599-2902 Business Fax:

Mail Address:

Mail Phone:

Mail Fax:

Undeliverable Mail: NO

Authorities:

Common Authority:	NONE	Application Pending:	NO		
Contract Authority:	NONE	Application Pending:	NO		
Broker Authority:	ACTIVE	Application Pending:	NO		
Property:	YES	Passenger:	NO	Household Goods:	NO
Private:	NO	Enterprise:	NO		

Insurance Requirements:

BIPD Exempt:	NO	BIPD Waiver:	NO	BIPD Required:	\$0	BIPD on File:	\$0
Cargo Exempt:	NO			Cargo Required:	NO	Cargo on File:	NO
BOC-3:	NO			Bond Required:	YES	Bond on File:	YES

Older process agent filings may not be shown in the database. To inquire if a carrier has process agents, even if they are not shown here, please call (202)358-7069.

Comments: 1/27/04 TRANSFER FILED; CONSUMMATION DUE 2/6/04/

Active/Pending Insurance:

Form: 84	Type: SURETY	Posted Date: 10/01/2013
Policy/Surety Number: 1203404	Coverage From: \$0	To: \$75,000*
Effective Date: 10/01/2013	Cancellation Date:	

Insurance Carrier: THE CINCINNATI INSURANCE CO.
Attn: TIMOTHY W. SCHMITTOU
Address: P O BOX 145496
CINCINNATI, OH 45214 US
Telephone: (513) 870 - 2000 Fax: (513) 870 - 2980

* If a carrier is in compliance, the amount of coverage will always be shown as the required Federal minimum (\$5,000 per vehicle, \$10,000 per occurrence for cargo insurance, \$75,000 for bond/trust fund insurance for brokers and freight forwarders). The carrier may actually have higher levels of coverage.

FMCSA Motor Carrier

USDOT Number: 2215486

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Legal Name: PARTNERSHIP LLC

DBA (Doing-Business-As) Name



Rejected Insurances:

Form:	Type:	Coverage From:	\$0	To:	\$0
Policy/Surety Number:		Received:	Rejected:		
Rejected Reason:					

Insurance History:

Form: 84	Type: SURETY	Coverage From	\$0	To:	\$10,000 *
Policy/Surety Number: RN 4655489		Effective Date From: 02/21/1992	To: 05/10/2004	Disposition: Transferred	

Insurance Carrier: HARTFORD FIRE INSURANCE COMPANY
Attn: PLEASE CONTACT YOUR LOCAL AGENT
Address: ONE HARTFORD PLAZA
HARTFORD, CT 06115 US
Telephone: (860) 547 - 5000 Fax:

Form: 84	Type: SURETY	Coverage From	\$0	To:	\$10,000 *
Policy/Surety Number: RN 4655489		Effective Date From: 02/21/1992	To: 02/21/2004	Disposition: Replaced	

Insurance Carrier: HARTFORD FIRE INSURANCE COMPANY
Attn: PLEASE CONTACT YOUR LOCAL AGENT
Address: ONE HARTFORD PLAZA
HARTFORD, CT 06115 US
Telephone: (860) 547 - 5000 Fax:

Form: 84	Type: SURETY	Coverage From	\$0	To:	\$10,000 *
Policy/Surety Number: 45BSBCU5639		Effective Date From: 02/21/2004	To: 10/01/2013	Disposition: Replaced	

Insurance Carrier: HARTFORD FIRE INSURANCE COMPANY
Attn: PLEASE CONTACT YOUR LOCAL AGENT
Address: ONE HARTFORD PLAZA
HARTFORD, CT 06115 US
Telephone: (860) 547 - 5000 Fax:

* If a carrier is in compliance, the amount of coverage will always be shown as the required Federal minimum (\$5,000 per vehicle, \$10,000 per occurrence for cargo insurance, \$75,000 for bond/trust fund insurance for brokers and freight forwarders). The carrier may actually have higher levels of coverage.

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Legal Name: PARTNERSHIP LLC

DBA (Doing-Business-As) Name



Authority History:

Sub No.	Authority Type	Original Action	Disposition Action
	PROPERTY BROKER	GRANTED	04/05/2004
0	PROPERTY BROKER	GRANTED	04/28/1992 TRANSFERRED 04/05/2004

Pending Application:

Authority Type	Filed	Status	Insurance	BOC-3

Revocation History:

Authority Type	1st Serve Date	2nd Serve Date	Reason

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) National Association of College Stores	
	Business name/disregarded entity name, if different from above PartnerShip, LLC	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input checked="" type="checkbox"/> Other (see instructions) ▶ 501(c)(6)	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.) 500 East Lorain Street City, state, and ZIP code Oberlin, OH 44074	Requester's name and address (optional)
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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="9" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="9" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 20px; height: 20px;">3</td> <td style="width: 20px; height: 20px;">4</td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;">0</td> <td style="width: 20px; height: 20px;">7</td> <td style="width: 20px; height: 20px;">1</td> <td style="width: 20px; height: 20px;">1</td> <td style="width: 20px; height: 20px;">5</td> <td style="width: 20px; height: 20px;">5</td> <td style="width: 20px; height: 20px;">9</td> </tr> </table>	Social security number																		Employer identification number									3	4		0	7	1	1	5	5	9
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3	4		0	7	1	1	5	5	9																													

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 on page 3.	
Sign Here	Signature of U.S. person ▶ Date ▶ <u>10-9-13</u>

General Instructions

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

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

Workman's Compensaion Certificate of Election

CERTIFICATION

This is to certify that the firm named below has elected to not cover its owners, partners or officers under the workers' compensation laws of the State of _____ . The firm named below certifies that it has no employees. The firm named below certifies that it uses no independent contractors. Based upon the election not to cover owners, partners or officers, the fact there are not other employees and that no independent contractors are used, a workers' compensation policy is not purchased.

AGREEMENT

The firm named below promises, in consideration for work received from Client, that if the owners, partners or officers choose to change their election, if any employee is hired or if any independent contractor is used, then a certificate of insurance evidencing workers' compensation coverage will be furnished prior to the commencement of any work.

PERIOD

The period of this agreement is: _____ to _____ .

CARRIER

Carrier Name: _____

MC Number: _____

By: _____

Signature: _____

Title: _____

Date: _____



Certificate of Membership

This certificate of membership recognizes
PartnerShip LLC

~ AS A DISTINGUISHED MEMBER IN GOOD STANDING SINCE 2003

Issued for the 2014 membership year for

LEADERSHIP in third party logistics industry,

COMMITMENT to customer service, and

DEDICATION to ethics and excellence through
adherence to the TIA Code of Ethics

A blue ink signature of Robert Valtalann, consisting of a stylized first name and a horizontal line.

ROBERT VALTALANN
PRESIDENT & CEO

A blue ink signature of Geoff Turner, written in a cursive style.

GEOFF TURNER
CHAIRMAN, TIA BOARD of DIRECTORS



BROKER – CARRIER AGREEMENT

This Broker – Carrier Agreement (the "Agreement") is made this ____ day of _____, 20__, by and between PartnerShip LLC, 29077 Clemens Rd., Cleveland, OH 44145 ("Broker"), and _____, whose business address is _____ ("Carrier") and is effective as of _____, 20__ ("Effective Date").

WHEREAS, Broker is duly licensed as a property broker to arrange for the transportation of property by motor carrier under permit MC-247841-B issued by the Federal Motor Carrier Safety Administration ("FMCSA").

WHEREAS, Carrier is a duly licensed motor carrier which has been issued an operating authority by the FMCSA (or its predecessor, the ICC) that authorizes Carrier to provide transportation service for the shipments tendered to it by Broker.

NOW, THEREFORE, intending to be legally bound, the parties enter into this Agreement in accordance with 49 U.S.C. §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 the specific provisions of this Agreement and agree as follows:

1. Description of Services – During the term of this Agreement, Broker agrees to tender to Carrier on a non-exclusive basis, and Carrier agrees to accept from Broker, from time-to-time, shipments consisting of certain goods for transport between points within North America. Carrier will, using due care, pick-up, as and when requested, transport in a timely manner, and deliver in good order and condition, the shipments which are tendered by Broker to Carrier, in accordance with the terms set forth in this Agreement ("Services").

Every shipment tendered to Carrier by Broker on or after the date of this Agreement will be deemed to be a tender to Carrier as a motor contract carrier and will be subject to the terms of this Agreement; Broker's Terms and Conditions, to the extent applicable which are posted online at www.PartnerShip.com/TC; and applicable law. In the event of a conflict between the terms and provisions of this Agreement and the Broker's Terms and Conditions, the terms and provisions of this Agreement shall control. In the event this Agreement is silent on a particular subject, the provisions of Broker's Terms and Conditions, if applicable, shall control.

2. Carrier's Operating Authority. Carrier represents and warrants that it is fully authorized to lawfully provide the Services covered by this Agreement in all the jurisdictions covered by this Agreement, as a contract carrier of general commodities freight for interstate and intrastate transport in the United States. Carrier further represents and warrants that Exhibit A, attached hereto is a true, correct and complete copy of the required local, state, and federal operating licenses, permits and certificates of Carrier as of the date of this Agreement necessary to provide the Services. Carrier will obtain and keep in good standing during the term of this Agreement all local, state, and federal permits, licenses and

registration requirements and pay any governmental charges necessary to allow the Carrier to provide the Services set forth this Agreement.

3. Carrier's Legal and Regulatory Compliance – Carrier represents and warrants that it has complied, and will comply, with all federal, state, and local laws, codes, regulations, rules and orders applicable to the performance of the Services hereunder. The parties acknowledge that in the event the failure of Carrier to comply with or conform to provisions or orders of regulatory agencies having jurisdiction over this Agreement or the Services, results in different or additional charges for the Services, Carrier will be responsible for indemnifying Broker from such charges by paying Broker liquidated damages equal to any additional charges required to be paid, and any costs or attorneys' fees incurred by Broker in connection therewith.

4. Carrier's Operating Responsibilities – Carrier will be responsible for the procuring and operation of the vehicles it uses and the employment, training, supervision and control of the drivers and any helpers. Carrier will be responsible for safe and lawful operation of the vehicles used in the performance of the Services and will assume all costs, expenses, and liabilities incident to or arising out of furnishing, maintaining, repairing, or operating motor vehicles and other equipment, labor, fuel, supplies, and insurance. Carrier will notify Broker promptly by telephone of any accident, theft or other occurrence that impairs the safety of or delays the delivery of Broker's customer's goods.

Carrier will at all times during the term of this Agreement, maintain the highest safety rating established by any country, and if applicable, state, province or territory through which Broker's cargo will be transported, which, for purposes of this Agreement, shall mean the (a) safety rating system established by the Federal Motor Carrier Safety Administration ("FMCSA"), for motor carriers operating in the United States and/or (b) for motor carriers operating in Canada, the safety rating system established under the National Safety Code ("NSC") Safety Fitness Certificate issued by the Canadian province or territory where Carrier's vehicles are base-plated. Carrier further warrants that it holds and shall maintain during the term of this Agreement, at minimum, a "satisfactory" or "unrelated" safety rating, or a substantively equivalent rating under the Carrier Safety Management System, implemented under the FMCSA Compliance, Safety, Accountability ("CSA") program, with respect to Carrier's operations in the United States and a substantively equivalent rating under the Carrier's NSC Safety Fitness Certificate, for its operations within Canada. Carrier agrees to notify Broker immediately if the safety ratings changes, or if it is found by any governing authority to have violated any law or regulation related to safety or insurance coverage.

To the extent that any shipments subject to this Agreement are transported within the State of California on refrigerated equipment, Carrier, on behalf of shipper, consignee and broker interests, warrants that it shall only utilize equipment which is in full compliance with the California Air Resources Board (ARB) TRU ACTM in-use regulations. Carrier shall be liable to Broker for any penalties, or any other liability, imposed on, or assumed by Broker due to penalties imposed on Broker's customer because of Carrier's use of non-compliant equipment.

Carrier will perform the Services as an independent contractor and neither its employees nor agents will be deemed to be employees or agents of Broker. No authority has been conferred upon Carrier, by Broker, to hire any persons on behalf of Broker and Carrier will assume full responsibility for selecting, engaging and discharging its employees, agents, servants or helpers and for otherwise directing and controlling their services. Carrier will assume full responsibility for complying with all applicable laws and regulations for the benefit of its employees and under no circumstances will Broker be liable for the debts or obligations of Carrier for the wages, salaries, or benefits of Carrier's employees.

5. Receipts – Each shipment will be evidenced by a written form initiated by the consignor at the point of origin of the shipment in a form acceptable to Broker, and will be legibly signed by the Carrier showing the kind and quantity of the commodity received at the loading point(s) specified. Such form will be evidence of receipt of such commodities by Carrier in apparent good order and condition or as may be otherwise noted on the face of such form. In the event that a bill of lading is issued for any shipment its purpose shall be only to evidence the receipt of the cargo. Shipper will not be bound by the terms and conditions on such bill of lading reciting the rate, classification, rules or practices which limit Carrier's liability. Any unauthorized alteration or use of bills of lading or other shipping documents or use of any bill of lading not acceptable to Broker shall void the Broker's and its customers' obligation to make any payments to Carrier relating to the shipment and void all rate quotes.

In the event that the Broker's name is inserted in a bill of lading or any other shipping documentation, such insertion shall not change Broker's status as a property broker or Carrier's status as a motor carrier.

Upon acceptance of the shipment, Carrier shall assume liability for the cargo until proper delivery is made to the consignee. Carrier will obtain a delivery receipt signed by the consignee at the time of delivery showing the kind, quantity and condition of the commodity delivered at the specified destination and the time of delivery. Absence or loss of any such documents will not relieve the Carrier of responsibility for freight accepted by it. In the event any term or provision contained in such documents conflict in any way with any term or provision of this Agreement, the terms and provisions of this Agreement will take precedence and control.

6. No Substituted Services and Diversion/Reconsignment - Effective upon acceptance of a shipment from Broker for the Broker's customer's account, Carrier shall perform the transportation services itself and shall not re-broker, co-broker, assign, interline, subcontract or transfer the transportation of the shipment to another entity (collectively, "Substituted Services"). If Substituted Services of any type are used once Carrier has accepted the tender of the shipment from the Broker, any provision in this Agreement related to a limitation of liability for cargo damage, shortage/loss or delay shall be void and Carrier (i) will be liable to Broker's customer for any loss, damage or delay to Broker's customer's goods incurred during transportation services based on the "actual loss" as defined in Section 9 below and (ii) shall indemnify Broker as to any such loss, damage, or delay on the same basis. Carrier shall not have any right to, in any way, negate, eliminate, circumvent or alleviate Carrier's liability to Broker or Broker's customer which may be inconsistent with the provisions of this Agreement. Carrier will not allow the diversion or reconsignment of any shipment except upon written instructions by Broker or Broker's customer. Carrier will not accept instructions for diversion or reconsignment of any consignee or third party without the written consent of Broker or Broker's customer.

7. Rates - Carrier agrees to transport shipments tendered by Broker at the rates and charges as set forth in Broker's "Load and Rate Confirmation," which shall be signed by Carrier and transmitted by Carrier to Broker by facsimile (or other electronic means), for each shipment accepted by Carrier under this Agreement. Carrier and Broker agree that any tariff rates, accessorial charges, rules and regulations established and/or published by Carrier shall not apply to any shipment tendered under this Agreement unless specifically agreed to by Carrier and Broker, in writing. Any change in rates, charges, or rules and regulations shall be mutually agreed to and confirmed in writing, signed by both parties.

Rate Confirmation Sheets shall be deemed to be accepted amendments to this Agreement. Due to document storage considerations, the Rate Confirmation Sheet need not be attached to the original Agreement, but may be kept with the shipping papers that are retained as to the individual shipment. The same requirements of retention and availability to inspection that apply to the written agreement shall apply to the Rate Confirmation Sheet. If either party disputes the accuracy of the amended rate, that party

shall, within 24 hours of receipt of it, notify the other party, and a disputed rate shall not become an amended rate until agreed to by both parties.

8. Payment - Carrier authorizes Broker to invoice Broker's customers for services provided by Carrier. Carrier agrees to invoice Broker, and only Broker, and acknowledges that Broker is the sole party responsible for payment of its invoices and assigns Broker all its rights to collect freight charges from Broker's customer or any responsible third party upon receipt of payment of its freight charges from Broker. Under no circumstance, shall Carrier seek payment from Broker's customers, the consignor, any consignee, or any entity other than Broker. Payment of the freight charges by Broker to Carrier shall relieve shipper, receiver, consignor, or consignee of any liability to the Carrier for non-payment of charges.

Broker agrees to pay Carrier for the transportation of shipments under this Agreement in accordance with the rates described herein, within thirty (30) days of receipt of Carrier's invoice and signed delivery document covering such transportation; provided, however in the event a shipment is the subject of cargo shortage/loss, damage or delay Broker reserves the right to withhold payment to Carrier for the shipment in question until the cargo shortage/loss, damage, or delay issue is resolved with Broker's customer. Broker reserves the right to deduct an amount equal to the shortage/loss, damage/spoilage, or delay claim resulting from the negligence or alleged negligence on the part of the Carrier, its agents, servants, or employees. Broker shall furnish to Carrier a written explanation and itemization of all deductions computed at the time deductions are made. Further, compensation paid under this Agreement may be withheld, in whole or in part, by Broker to satisfy any obligation paid by Broker which is the financial responsibility of Carrier.

9. Cargo Loss, Damage, and Delay

(a) Carrier shall be liable to Broker and Broker's customers, for the actual loss of, damage to, or delay of Broker's customers' freight, while under the Carrier's care, custody, or control according to the provisions of 49 U.S.C. Section 14706. The term "actual loss" shall mean the full invoice price charged by Broker's customer to its customers for the kind and quantity of product lost, damaged or destroyed, plus freight charges (unless included in the invoice price), less salvage value, if any, subject to a limitation of liability set forth in Appendix 1, unless otherwise agreed upon between Broker and Carrier in writing.

The liability of Carrier for delay in delivering a shipment shall be the greater of either the full actual value of the cargo or those damages that are reasonably foreseeable. No limitation of liability will apply as to delay. Carrier will have no lien or will accordingly waive its right to any lien upon any shipment of Shipper's cargo or portion thereof.

(b) Except as set forth below in this Subsection (b), Carrier agrees that the provisions contained in 49 CFR Part 370, shall govern the processing of claims for loss, damage, or delay to property and the processing of salvage.

(i) Carrier shall immediately notify Broker of any cargo damage, shortage/loss, or delay. Failure to comply with this notice provision shall void any limitation of liability and cause Carrier to be responsible for full liability of any damages or shortages of a shipment based on the "actual loss" as defined in Section 9(a) above without regard to Broker's customer's ability to mitigate damages.

(ii) The determination regarding the acceptability and/or salvageability of any food product intended for human consumption transported by Carrier shall be within the sole discretion of Broker's customer and shall be binding on Carrier;

(iii) The determination regarding the salvageability of any damaged cargo (other than food products) shall be determined by Broker's customer and Carrier shall be liable for all costs and expenses associated with Broker's customer's mitigation of damages including any inspection; storage; preparation of the cargo for reshipping; and the reshipping, if applicable.

(iv) Claims based on concealed loss/damage reported to Carrier by Broker within five (5) business days of the date of delivery will be treated as though an exception notation had been made on the delivery receipt at the time of delivery.

(v) It is the obligation of Carrier to properly inspect cargo upon the discovery of damage. In the event Carrier fails to inspect the cargo within five (5) business days of the date Carrier becomes aware of the damage, or upon receipt of the goods to be returned to the consignor because of the damage, whichever is earlier, Carrier waives its rights to inspect the goods and agrees to be bound by the fact presented by claimant.

(vi) Carrier shall not sell, or attempt to sell, Broker's customer's freight for salvage or otherwise without Broker's customer's prior written authorization. For any damaged product which Broker's customer permits Carrier to resell, Broker's customer will have the right to remove all identifying marks and labels on such product.

(vii) If the cargo is able to be repaired and restored to good marketable condition, Carrier will be liable for the costs of repairs including the costs of all labor and other necessary expenses, not to exceed the actual value of the kind and quality of product damage.

(viii) Failure of Carrier to pay, decline or offer settlement within thirty (30) days of receipt of the claim shall be deemed an admission by Carrier of full liability of the amount claimed and a material breach of this Agreement.

10. Term - The term of this Agreement shall be for a period of one (1) year from the Effective Date set forth above and shall automatically renew for additional one (1) year periods, unless terminated pursuant to Section 11 below.

11. Termination - If either party refuses or fails to perform any duty or obligation under this Agreement, fails to comply with applicable laws or regulations, suffers impairment of its financial responsibility, or otherwise defaults in any way, the non-defaulting party will have the option, without prejudice to any other right or remedy, to terminate this Agreement upon three (3) business days' advance written notice. Otherwise, either party may terminate this Agreement at any time without cause, by giving thirty (30) days prior written notice to the other party.

12. Insurance - Carrier shall procure and maintain at all times during the term of this Agreement, at its sole cost and expense, with reputable and financially responsible insurance carriers the following insurance coverages in not less than the amount specified below. Such amounts merely suggest minimum coverages and are not intended to establish any limitations of Carrier's liability for its acts or omissions. Additionally, the exclusions that may be contained in any of Carrier's insurance policies shall not exonerate Carrier from liability.

- (a) Commercial Auto Liability Insurance insuring against liability for injury to persons, including injuries resulting in death, environmental restoration and loss or destruction of or physical damage to property, including any vehicle or other equipment furnished by the shipper for and in connection with the transportation services the Carrier renders, in a combined single limit of not less than \$1,000,000.00 per occurrence;
- (b) Cargo Insurance insuring Carrier against liability for loss or damage to commodities while in the custody, possession or control of Carrier in an amount not less than \$100,000.00 per shipment which policy shall not contain any exclusions for negligent acts, infidelity, fraud, dishonesty, or criminal acts of Carrier's employees, agents, contractors, officers or directors; and
- (c) Workers' compensation insurance for Carrier's employees in accordance with statutory requirements for all applicable jurisdictions.

If Carrier's insurance is threatened to be, or is, terminated, cancelled, suspended, reduced, or revoked, Carrier must immediately notify Broker. Carrier shall provide Broker certificates or other evidence of the foregoing insurance coverages upon request by Broker.

13. Indemnification - Carrier shall defend, indemnify and hold harmless Broker and Broker's customers, their respective officers, directors, employees, agents, representatives, vendors and customers against any and all claims, demands, actions, causes of action and/or liabilities (actual, potential, threatened or pending) judgments, fines, penalties, orders, decrees, awards, costs, expenses, including attorneys' fees, settlements and claims on account of:

- (a) Loss or damage to property (other than cargo), or personal injury, including death, which may be sustained by the parties, their employees or third parties, arising out of or in connection with Carrier's performance of the services set forth herein;
- (b) Loss, damage or delay in transit as to all goods which Carrier receives through Broker for transport according to Rate Confirmation Sheet, until Carrier delivers such goods and the same are signed for by the consignee;
- (c) Carrier's breach of any of its representations, warranties and/or covenants in this Agreement; and
- (d) Carrier's failure to comply with workers' compensation requirements or any claim for workers' compensation asserted against Broker or its customer by Carrier's employees, or their personal representatives.

This provision will not be construed in any circumstance to constitute an indemnification contrary to any government law that prohibits indemnification against loss, liability, cost or expenses incident thereto, caused by the negligence of such indemnity. Exclusions in Carrier's insurance coverage(s) shall not exonerate Carrier from this liability.

14. Confidentiality - As part of the business relationship between Broker 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.

Carrier agrees that Broker's charges to its customers are confidential and need not be disclosed to Carrier. Carrier specifically waives any rights it may have under 49 CFR § 371.3. Except as may be required by law, the terms and conditions of the 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. This mutual obligation of confidentiality will remain in effect during the terms of the Agreement and for a period of two years following any termination.

15. Non-Solicitation - Carrier agrees that during the term of this Agreement and for a period of one (1) years from the date of termination of this Agreement, that neither Carrier nor any employee, officer, director, agent or otherwise of Carrier, shall directly or indirectly solicit traffic from any Broker, consignor, consignee, or customer of the Broker where (a) the availability of such shipments first became known to Carrier as a result of Broker's efforts; or (b) the shipments of the consignor, consignee, or customer of the Broker was first tendered to the Carrier by the Broker.

In the event Carrier violates the terms of this Section 15 and back-solicits Broker's customers and obtains traffic from such customers, Broker is then entitled, for a period of twelve (12) months after the traffic first begins to move, to a commission from the Carrier of fifteen percent (15%) of the transportation or revenue received on the movement of traffic. Carrier understands and agrees that the provisions of the aforementioned covenant not to compete are reasonable as to scope, duration, and geographic area, in light of the mutual promises and other valuable consideration the parties have agreed to in this Agreement. Further, Carrier agrees that any violation of the covenant not to compete will cause irreparable injury to Broker, and that Broker will be entitled to a restraining order and an injunction to stop the back-solicitation of traffic.

16. Dispute Resolution – Except as set forth in subsections (d)(i) and (d)(ii) below, any claim, dispute or controversy including, but not limited to, the interpretation of any federal statutory or regulatory provisions purported to gain compass by this Agreement; or enforcement of any statutory rights emanating or relating to this Agreement shall be resolved on an individual basis (and not as part of a class action) exclusively between Broker and Carrier.

The proceedings will be conducted under the rules of (select one): Transportation Arbitration and Mediation PLLC ("TAM"); American Arbitration Association ("AAA"); or Transportation ADR Council, Inc. ("ADR"), upon mutual agreement of the Parties, or if no agreement, then at Broker's sole discretion. The Parties may however agree between themselves that the arbitration proceedings may be conducted outside of the administrative control of the TAM, AAA or ADR. Any arbitration proceedings under this Agreement shall be governed by the following rules:

(a) A written demand for arbitration must be mailed to the other Party within eighteen (18) months of the occurrence of the claim breach other than giving rise to the controversy or claim. **Failure to make such timely demand for arbitration shall constitute an absolute bar to the institution of any proceedings and a waiver of any claim.** The demand for arbitration shall identify the provision(s) of this Agreement alleged to have been breached and shall state the issue to be submitted to arbitration and the remedy sought. The demand for arbitration will be forwarded to the arbitration

service selected through agreement of the Parties, as outlined above, or as selected by Broker and the proceedings shall be conducted at the office of TAM, AAA or ADR nearest Cleveland, Ohio or such other place as mutually agreed upon in writing. The arbitration may be conducted by conference call or video conferencing upon agreement of the Parties, or as directed by the acting arbitration association. The decision of the arbitrator(s) shall be binding and final and the award for the arbitrator may be entered as judgment in any court of competent jurisdiction. A rational and reasoning of the decision of the arbitrator(s) shall be fully explained in a written opinion.

(b) As to any dispute or controversy which under the terms of this Agreement is a proper subject of arbitration, no suited law or in equity based on such dispute or controversy shall be instituted by either party other than a suit to conform, enforce, vacate, modify or correct the award of the arbitrator(s) as provided by law; provided, however, that this clause shall not limit Broker's right to obtain any provision or remedy including, without limitation, injunctive relief, writ for recovery of possession or similar relief from any court of competent jurisdiction, as may be necessary and Broker's sole judgment to protect its rights.

(c) General pleadings and discovery processes related to the arbitration proceeding shall comply with the federal rules of civil procedure. The provisions of this Section 16 shall not apply to the enforcement of the award of arbitration.

(d) This arbitration provision is subject to the two exceptions set forth below.

(i) (BROKER INITIAL____; CARRIER INITIAL____.) Subject to the time limitation set forth above, for disputes where the amount in controversy exceeds \$3,000, Broker shall have the right, but not the obligation, to select litigation in order to resolve any disputes arising hereunder. In the event of litigation the prevailing Party shall be entitled to recover costs, expenses and reasonable attorney fees, including but not limited to any incurred on appeals.

(ii) (BROKER INITIAL____; CARRIER INITIAL____.) Subject to the time limitation set forth above, for disputes where the amount in controversy does not exceed \$3,000, Broker shall have the right, but not the obligation, to select litigation in small claims court order to resolve any disputes arising hereunder. The prevailing Party shall be entitled to recover costs, expenses and reasonable attorney fees, including but not limited to any incurred on appeals.

(iii) Venue, controlling law, and jurisdiction in any legal proceedings under Subparagraphs (i) or (ii) above shall be in Cuyahoga County, Ohio.

17. Force Majeure - The obligation of Carrier to furnish and of Broker to use the Services provided for in this Agreement will be suspended temporarily during the period in which either party is prevented from performing due to fire, flood, strikes, lockout, epidemic, accident, regulatory action or other causes beyond its reasonable control. The party experiencing force majeure will notify the other party promptly and take all reasonable steps to eliminate the interruption and resume normal operations as soon as possible.

18. Waiver/Enforceability - The waiver of a breach of any term or condition of this Agreement will not constitute the waiver of any other breach of the same or any other term. To be enforceable, a waiver must be in writing signed by a duly authorized representative of the waiving Party. The unenforceability of a provision of this Agreement or portion thereof will not affect the enforceability of any other provision of this Agreement or portion thereof.

19. Entire Agreement - This Agreement, together with any Appendices hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements.

20. Governing Law - This Agreement is to be construed according to federal law governing transportation and the laws of the State of Ohio and the parties hereby stipulate the exclusive jurisdiction of the courts situated in Cuyahoga County, Ohio, or the Federal Court for the Northern District of Ohio, Eastern Division. If any part of this Agreement is determined to be contrary to law, such determination shall not affect the validity of any other terms or conditions. Carrier shall pay all costs, expenses and attorney fees which may be expended or incurred by Broker or Broker's customer in successfully enforcing this Agreement or any provision thereof, or in exercising any right or remedy of Broker or its customers against Carrier, or in any arbitration or litigation incurred by Broker because of any act or omission of Carrier under this Agreement.

21. Notices - Unless otherwise provided, notices required under this Agreement must be in writing and delivered by (i) registered or certified U.S. Mail, return receipt requested, (ii) hand delivered, (iii) facsimile with receipt of "Transmission OK" acknowledgement, or (iv) delivery by a reputable overnight carrier service (in the case of delivery by facsimile, the notice will be followed by a copy of the notice delivered as provided in (i) (ii) or (iv)). The notice will be deemed given on the day the notice is received. In the case of notice by facsimile, the notice is deemed received at the local time of the receiving machine, and if not received, then the date the follow-up copy is received. Notices must be delivered to the following addresses or at such other addresses as may be later designated by notice:

To Carrier: _____

Attn: _____
Facsimile: _____

To Broker: PartnerShip LLC
29077 Clemens Rd.
Cleveland, OH 44145
Attn: _____
Facsimile: _____

22. Counterparts - This Agreement may be executed in one or more counterparts, each of which is an original but all of which together will constitute one and the same agreement.

IN WITNESS WHEREOF, this Agreement is executed by authorized representatives of the parties, effective as of the date set forth above.

CARRIER

BROKER

Signature

Signature

Printed Name: _____

Printed Name: Brian Ferancy_____

Title: _____

Title: V.P., Sales & Business Development_____

APPENDIX 1

Limitations of Liability

Absent a written agreement between Broker and Carrier to the contrary, the cargo liability of any Carrier contracted by Broker to transport Broker's customer's freight shall be subject to the following limitations:

- (a) \$25.00 per pound, per package for less than truckload ("LTL") shipments (ground shipments up to 20,000 lbs.);
- (b) \$100,000.00 per truckload shipment; or
- (c) \$100.00 per package for shipments if a parcel carrier unless a higher value is declared at the time of tender and a greater charge paid as provided in the parcel carrier's general rules tariff.

Dear Carrier Partner,

PartnerShip currently offers a variety of quick payment options, available for a minimal discount. Please take a moment to complete our **Quick Payment Options Agreement**, and we will provide payment remitted in two to 14 business days.¹

To be eligible for Quick Pay, we must receive the following:

- **A completed Quick Pay agreement form for each invoice submitted.**
- **Your invoice for the contracted amount.**
- **Non-exception delivery documents signed by the consignee and driver.**

Please do not submit the Quick Pay form until you have all the required documents

Please contact the PartnerShip Revenue Services Department at 800-599-2902 (option 6) for more information.

Sincerely,

Trevor County

Revenue Services and Quality Assurance Manager

PartnerShip[®]

29077 Clemens Rd.

Cleveland, OH 44145

P: 800-599-2902 option 6

F: 800-439-8913

E: billing@PartnerShip.com

www.PartnerShip.com

Your Shipping Connection

¹ Required paperwork must be submitted by email to PartnerShip LLC by 11:00AM EST to be processed for that day. Quick Pay via check is processed and paid Monday-Friday only, excluding holidays.

PartnerShip LLC Quick Payment Options Agreement

This form represents an agreement between PartnerShip LLC and _____ to pay the below referenced invoice according to the terms as selected on this form. By submitting this form, the undersigned acknowledges that this invoice has not been factored or sold to another party.

Requirements:

To be eligible for Quick Pay, we must receive with this form your invoice for the contracted amount along with non-exception delivery documents signed by the consignee and driver.

A completed Quick Payment Agreement Form must be submitted for each invoice.

Invoice Information:

PartnerShip Load #: _____

Invoice Amount: _____ (Contracted amount prior to Quick Pay Discount)

Select from the options below to sign-up for the PartnerShip Quick Payment program. After making your selection, please sign and email to billing@partnership.com

Quick Payment Options:

_____ **2 Business Days via T-Check (T-Check code not given to driver)** with a 3% discount upon receipt of invoice, rate confirmation, signed bills of lading and/or proof of delivery containing no exceptions. Please email legible copies of the required paperwork to PartnerShip at billing@partnership.com (T-Check payments are charged additional \$10.00 fee)

_____ **14 Day Payment – PAID VIA CHECK MAILED 14 DAYS AFTER RECEIPT OF REQUIRED PAPERWORK** – with a 1% discount upon receipt of invoice, rate confirmation, signed bills of lading and/or proof of delivery containing no exceptions. Please email legible copies of the required paperwork to PartnerShip at billing@partnership.com

_____ **21 Day Payment – PAID VIA CHECK MAILED 21 DAYS AFTER RECEIPT OF REQUIRED PAPERWORK** – no fee

PartnerShip LLC will honor your quick pay for all invoices submitted in good standing until written notice to cancel this agreement is received by either party. This agreement will become an addendum to the “Broker Carrier” contract previously agreed to by the carrier and PartnerShip LLC. PartnerShip LLC may at any time make changes to this agreement for the conduct of its business, as it may, in its judgment, deem necessary or desirable. This agreement may be cancelled at any time. Any such amendments or cancellations will be effective after notice of the amendments has been made to the participating parties.

Please provide the following information:

Company Name

Company Address & Phone

MC #

Authorized Signature

Printed Name

Date

³ Required paperwork must be submitted by email to PartnerShip LLC by 11:00AM EST to be processed for that day. Quick Pay via check is processed and paid Monday-Friday only, excluding holidays.