



Valued Carrier,

Seneca Logistics Group LLC would like to thank you for being a trusted partner. We feel our carriers are an extension of ourselves and like to treat you as if you were part of our family.

To become a carrier with Seneca Logistics Group LLC, please fill out this packet completely and follow the directions.

A few of the benefits of working with Seneca Logistics Group LLC are: -Access to new, attractive business
-Working with freight brokers that understand the value of our carriers
-Payment that you can count on in a timely manner

If you have any questions please feel free to contact me directly. I look forward to working with you.

Sincerely,

Vincent M. Grandillo
CEO

CARRIER QUESTIONNAIRE

MC:

DOT #:

Federal ID#



Name:

Full Address:

Business Phone:

24 Hour #:

Fax:

Main Contact:

Fleet Quantity:

Types of Truck (please circle):

Flatbed

Dry Van

Refrigerated Van

Other

If Other Please Specify:

Broker Authority (Please Circle):

Yes

No

States of Operation (if limited):

I, _____, certify that all information provided is current and in compliance with all applicable laws and regulations.

X:

Date:

INSURANCE

Please list Seneca Logistics Group LLC as a certificate holder as follows:

Seneca Logistics Group LLC



491 Circular Street
Tiffin, OH 44883

Carrier shall maintain a policy or policies of insurance as follows:

- Cargo liability insurance with minimum limits of \$100,000 per occurrence
- Automobile liability insurance covering its owned, hired, and non-owned automobiles with minimum limits of \$1,000,000 per occurrence
- Comprehensive general liability with minimum limits of \$1,000,000 per occurrence
- Worker's compensation and Employer's liability insurance with minimum limits of \$100,000 per occurrence

Please Email or Fax the following documents to 419.419.1074 or your broker's email specific to the load.

- Completed Carrier Packet
- Insurance Certificate (Seneca Logistics Group LLC listed as certificate holder) -W-9
- Operating Authority
- Miscellaneous Certifications

ABOUT US

Seneca Logistics Group LLC
491 Circular Street
Tiffin, OH 44883
MC: 916765-B
DOT: 2727312
Federal Tax ID: 47-3704024

INSURANCE:

AssuredPartners Transportation
285 Cozzins St Columbus, OH 43215
Travis Burtch (614)932-2341
Travis.Burtch@AssuredPartners.com
Policy # GTUL001229-00



\$75,000 SURETY BOND INFORMATION

Lance Surety
4387 Swamp Road #287
Doylestown, PA 18902 (877)514-
5146

BANKING INFORMATION

Old Fort Banking Company
P.O. Box 627
Tiffin, OH 44883 (419)447-
4790

BROKER/CARRIER AGREEMENT

THIS AGREEMENT ("Agreement"), is made and intended to be effective (mm/dd/yyyy) _____, by and between Seneca Logistics Group LLC, an Ohio Limited Liability Company whose main office is located in Tiffin, Ohio, ("BROKER") and _____, whose main office is located at _____, ("CARRIER")(collectively the "Parties," or individually as "Party").

RECITALS

WHEREAS, BROKER is licensed by the Federal Motor Carrier Safety Administration in Docket No. MC-916765 B to engage in operations, in interstate or foreign commerce, as a broker as defined in 49 U.S.C.A § 13102, arranging for transportation of freight (except household goods), and as a broker arranges transportation services for various consignors, consignees, motor carriers and/or other third parties (hereinafter individually or collectively "CUSTOMER(S)"); WHEREAS, CARRIER holds motor carrier operating authority from the Federal Motor Carrier Safety Administration (FMCSA) in Certificate No. MC-_____ and, or, Permit/Certificate No. DOT-_____ to engage in transportation as a for-hire carrier of property (except household goods) under contracts with shippers and receivers and/or brokers of general commodities, and shall transport said property under its own operating authority and subject to the terms of this Agreement, and makes the representations herein for the purpose of inducing BROKER to enter into this agreement; WHEREAS, BROKER, to satisfy some of the freight transportation needs of its CUSTOMERS, desires to use the services of CARRIER on a non-exclusive basis. NOW, THEREFORE, for good and valuable consideration, the Parties agree as follows:

AGREEMENT

1. **TERM.** The term of this Agreement shall be one (1) year, commencing on the Effective Date. This Agreement shall automatically renew for successive one year periods. Either Party may terminate this Agreement on 30 days prior written notice, to the other Party, with or without cause, or as otherwise provided in this Agreement.



2. **CARRIER'S COVENANTS.** In performing transportation services described in this Agreement, CARRIER agrees that it shall, at all times and at its own expense, provide and maintain:

(a) Driver(s) with enough available hours of service to pick up and deliver the tendered load(s) within time frame(s) requested by BROKER and/or its CUSTOMER(s) without violating the FMCSA hours of service regulations set forth in 49 C.F.R. §395;

(b) Compliance at all times with all applicable federal, state and local laws relating to the provision of its services including, but not limited to, transportation of Hazardous Materials, as defined in 49 C.F.R. §§172.800, 173 and 397 et seq. CARRIER shall strictly adhere to all regulations including, but not limited to, security, owner/operator lease, loading and securing of freight, implementation and maintenance of driver safety programs including, but not limited to, hiring, controlled substances, and hours of service requirements, sanitation, temperature, and contamination requirements for transporting food, perishable, and other products, qualifying, licensing and training of drivers, implementation and maintenance of equipment safety regulations, environmental or emissions programs in areas in which CARRIER operates including, but not limited to, California Transport Refrigeration Unit (TRU) and Airborne Toxic Control Measure (ATCM), maintenance and exclusive control of the means and method of transportation including, but not limited to, performance of its drivers and all applicable insurance laws and regulations. CARRIER certifies that any TRU equipment furnished will be in compliance with the in-use requirements of all of California's TRU regulations. CARRIER will be responsible for any and all fines assessed against any party, including BROKER for CARRIER's failure to adhere, in whole or in part, to any ARB/ACTM regulation. **Seneca Logistics Group LLC is an equal opportunity employer and federal contractor, thus, if CARRIER provides service subject to a federal contract, then the carrier agrees that, to the extent applicable: (1) they will comply with the following laws, which are incorporated herein by reference: Executive Order 11246, Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws, 41 CFR 60-300.5(a) and 41 CFR 60741.5(a); and (2) this carrier and its subcontractors shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a). These regulations prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.**



BROKER/CARRIER AGREEMENT CONT.

- (c) CARRIER bears the ultimate and exclusive responsibility to manage, govern, discipline, direct and control its employees, agents, contractors, owner/operators, and equipment in compliance with any and all applicable federal, state and local legal and regulatory requirements. CARRIER and BROKER agree that the safe, legal and proper operation of the CARRIER and its drivers shall supersede any requests, demands, preferences, instructions, or information provided by BROKER or BROKER'S CUSTOMERS with respect to any shipment.
- (d) CARRIER shall notify BROKER immediately if its Operating Authority is revoked, suspended, downgraded, negatively affected or rendered inactive for any reason, and/or if CARRIER or any related entity is sold, rights or interests assigned, if there is a change in control of ownership, and/or any insurance required by this Agreement is threatened to be or is terminated, cancelled, suspended, or revoked for any reason. If CARRIER performs any services without proper authority it shall defend, indemnify and hold BROKER, BROKER'S CUSTOMERS and related parties harmless under the terms of Section 10 of this Agreement.
- (e) CARRIER authorizes BROKER to invoice CARRIER's freight charges to shippers, consignees, or third-parties responsible for payment.
- 3. BROKER'S COVENANTS.** BROKER warrants that it has authority to tender its CUSTOMERS' freight for transportation under this Agreement.
- 4. COMPENSATION.** CARRIER agrees to transport freight for BROKER, under the terms of its carrier authority, at a rate mutually agreed upon in writing, by fax, or by electronic means, contained in BROKER's Rate/Load Confirmation Sheet(s), which shall be incorporated into this Agreement. Additionally:
- (a) Any agreed upon rates, including verbal agreements, shall be deemed confirmed in writing. Receipt of an invoice from CARRIER identifying the agreed upon is sufficient. Rates or charges, including but not limited to stop-offs, detention, loading or unloading, fuel surcharges, or other accessorial charges, including but not limited to, released rates or values, or tariff rules or circulars, shall only be valid when specifically agreed upon in writing signed by both Parties.
- (b) As a condition to payment, CARRIER shall submit invoices, clean bills of lading and signed loading or delivery receipts for all transportation services provided this Agreement. CARRIER agrees that BROKER is the sole party responsible for payment of CARRIER's invoices and that, under no circumstance, will CARRIER contact and/or seek payment from the shipper, consignee, BROKER's CUSTOMER or any other party responsible for payment to BROKER. CARRIER waives any right to collect from BROKER's CUSTOMER, consignor or consignee if the broker has been paid.
- (c) BROKER and CARRIER shall use commercially reasonable efforts to verify the accuracy of all freight charge billings tendered by BROKER to CUSTOMERS for the services performed by CARRIER under this Agreement. BROKER shall have the right to audit, from time to time, CARRIER's freight charges and CARRIER shall fully cooperate with any audit. BROKER is not required to disclose its commission or brokerage revenue, and CARRIER waives its right to receive, audit, and/or review information and documents as set forth in 49 C.F.R. §371.3.
- (d) Except in the case of force majeure, CARRIER is responsible for any and all additional costs incurred by BROKER when replacement and/or cover services are required arising out of CARRIER's failure to deliver freight as agreed. Economic hardship of any kind is not a force majeure event.
- (e) CARRIER hereby expressly waives its right to any lien on any freight or other property of BROKER's CUSTOMERS.(f) In any claim by CARRIER against BROKER relating to this Agreement, BROKER's liability shall be limited to the freight costs for the particular load as confirmed in writing or direct damages, but shall not include consequential or punitive damages.
- 5. DOT SAFETY RATING.** CARRIER represents and warrants that it does not have an "Unsatisfactory" safety rating issued by the Federal Motor Carrier Safety Administration (FMCSA), U.S. Department of Transportation, and shall notify



BROKER/CARRIER AGREEMENT CONT.

BROKER in writing immediately if its safety rating is changed in any way, but specifically if it is changed to "Unsatisfactory," "Conditional,"

"Unfit," or "Marginal." CARRIER shall be responsible for any and all liability and damages asserted against or imposed on BROKER arising out of violation of this paragraph including but not limited to, attorneys' fees, expert costs, and all other related costs.

6. INSURANCE. At all times during the term of this Agreement, CARRIER shall obtain and maintain in effect the following types and amounts of insurance coverage from reliable insurance companies having an AM Best rating of A-VII or better. All such insurance shall be written and be required to respond and pay prior to any other available coverage: Automobile ("Auto") liability \$1,000,000; Motor Truck Cargo insurance or a superior equivalent, with limits for the full value of the cargo under carriage subject to a minimum limit never less than US\$100,000 per shipment, a deductible no greater than US\$10,000 per shipment and at least the same coverage limit and deductible per shipment while in storage or at a storage facility enroute to the consignee. motor vehicle (including hired and non-owned vehicles) \$1,000,000; \$5,000,000 if transporting hazardous materials including coverage for environmental damages and remediation arising out of the release or discharge of hazardous substances; . Additionally:

(a) Except as specified above, all insurance policies shall comply with the minimum requirements of the Federal Motor Carrier Safety Administration and any other applicable regulatory federal and/or state agency. Insurance certificates furnished by CARRIER to BROKER are an affirmative representation by CARRIER that CARRIER complies with the insurance requirements set forth in this Agreement and all applicable laws and regulations. Nothing in this Agreement shall be construed to limit liability of the CARRIER to the insurance limits set forth above, nor shall any exclusion, declaration, or deductible amount in any insurance policy absolve CARRIER from financial liability for any loss or damage. It is CARRIER's sole responsibility to abide by the terms and conditions of its insurance policies.

(b) CARRIER shall furnish BROKER with a certificate of insurance, in a form satisfactory to BROKER, to prove that each coverage specified in this section is in effect and properly maintained and that neither BROKER nor its CUSTOMERS are obligated to pay premiums for any such insurance. Each certificate of insurance shall name BROKER as certificate holder, additional insured and loss payee. In addition, when available, CARRIER shall obtain an automatic additional insured endorsement which shall apply to BROKER. CARRIER must provide BROKER with at least 30 days advance notice prior to cancellation, change or non-renewal. Failure to abide by the terms of this Paragraph is a material breach of this Agreement. (c) CARRIER shall pay all deductible amounts under any applicable insurance policies. Upon request by BROKER, CARRIER shall provide a complete copy of all applicable policies along with any exclusions, exemptions, or riders that are not depicted in the governing certificate of insurance. In addition, by signing this Agreement, CARRIER expressly grants BROKER the authority to obtain an actual copy of the policies in effect at the time of any loss directly from CARRIER's insurance company(ies), and further authorizes its insurance company or companies to release to BROKER any and all of CARRIER's insurance policies requested by BROKER. In the event any issues arise with respect to CARRIER's insurance company(ies), CARRIER agrees to cooperate to the fullest extent possible with BROKER to obtain such information or facilitate communication. CARRIER grants BROKER the equal right to contact and communicate directly with its insurance company. (d) CARRIER must utilize vehicles that carry the above specified limits, and that are licensed, identified, and insured under CARRIER's own name and insurance policies. CARRIER is fully liable for any loss or damage not covered by insurance, and agrees to indemnify and hold harmless BROKER and BROKER's CUSTOMERS from and against any such loss or damage regardless of the vehicle used on any shipment tendered by BROKER.

7. HAZMAT. If BROKER requests CARRIER to transport any shipment required to be placarded under the Department of Transportation (DOT) rules for hazardous materials, the additional provisions in Appendix A, including additional insurance requirements, shall also apply for each and every such shipment.



BROKER/CARRIER AGREEMENT CONT.

8. CARGO LIABILITY AND CLAIMS. CARRIER shall issue a bill of lading, listing itself as the motor carrier, in compliance with 49 U.S.C. § 80101 et seq., 49 C.F.R. § 373.101 (and any amendments thereto), for the property it receives for transportation under this Agreement. Unless otherwise agreed upon in writing, CARRIER is fully responsible and liable for the freight once it takes/receives possession of it, and the trailer(s) is loaded, even partially, regardless of whether a bill of lading has been issued, signed, and/or delivered to CARRIER. CARRIER's responsibility/liability shall continue until proper and timely delivery of the shipment to the consignee and the consignee signs the bill of lading or delivery receipt evidencing a proper delivery. Additionally:

- (a) Any terms of the bill of lading (including but not limited to payment terms) inconsistent with the terms of this Agreement shall be controlled by the terms of this Agreement. CARRIER's failure to issue a bill of lading, or sign a bill of lading acknowledging receipt of the cargo shall not affect liability of CARRIER. Under no circumstances shall CARRIER execute a bill of lading or any other document which represents or holds out BROKER as the party responsible for the transportation or delivery of freight.
- (b) If a consignee refuses a shipment, or CARRIER is unable to deliver it for any reason, CARRIER's liability as a warehouseman shall not begin until CARRIER has provided 24 hour prior written notification of request for directions, and if no other directions are received, either has placed the shipment in a BROKER approved public warehouse, or in CARRIER's terminal or storage facility under reasonable security.
- (c) CARRIER shall comply with 49 C.F.R. §370.1 et seq. any amendments, applicable regulations adopted by the Federal Motor Carrier Safety Administration, U.S. Department of Transportation, and/or any applicable state regulatory requirements relating to processing freight loss and damage claims and salvage. In the event goods are compromised or otherwise damaged, BROKER or its CUSTOMER, in its sole discretion, may determine whether the goods are salvaged, and if salvageable, the value of the salvageable goods.
- (d) Except as otherwise provided in this Agreement, all liability standards, time limitations and burdens of proof regardless of whether the CARRIER has common or contract authority shall be governed by common law applicable to common carriers and by 49 U.S.C. §14706 (Carmack Amendment). Further, CARRIER agrees to accept notice of a claim in the form issued by BROKER, including electronic or facsimile transmission.
- (e) Notwithstanding the terms of 49 C.F.R. § 370.9, CARRIER shall acknowledge a claim within 30 days of receipt, and pay, decline or make a settlement offer in writing on all cargo loss or damage claims within 60 days from the receipt of the claim. Failure of CARRIER to pay, decline or offer settlement within this 60 day period shall be deemed an admission by CARRIER of full liability for the amount claimed and a material breach of this Agreement. Notwithstanding any other provision in this section, BROKER reserves the right to offset any claim(s) with pending invoices.

9. INDEPENDENT CONTRACTORS. The relationship between BROKER and CARRIER shall, at all times, be that of independent contractors. Additionally:

- (a) No term of this Agreement, or any act or omission of either Party shall be construed for any purpose to express or imply a joint venture, partnership, principal/agent, fiduciary, employer/employee relationship between the Parties.
- (b) CARRIER and any of its approved carriers or agents shall employ, pay, supervise, direct, discipline, discharge and assume full responsibility and control over all persons required for the performance of CARRIER's duties under this Agreement. BROKER has no right to discipline or direct the performance of any driver/and or employee, contractor, subcontractor, or agent of CARRIER. Under no circumstances shall CARRIER or any of its approved carriers, agents or employees deemed to be or hold themselves out as employees of BROKER or BROKER's CUSTOMER.
- (c) CARRIER and BROKER agree that safe and legal operation of the CARRIER and its drivers shall completely and without question govern and supersede any service requests, demands, preferences, instructions, or information from BROKER or BROKER'S CUSTOMER(s) with respect to any shipment at any time.



BROKER/CARRIER AGREEMENT CONT.

(d) CARRIER agrees that a shipper, consignor, or consignee's insertion of BROKER's name as the carrier on a bill of lading is without authorization and in error and shall be for the shipper, consignor, or consignee's convenience only and shall not change BROKER's status or liability as a property broker only nor CARRIER's status as a motor carrier.

(e) CARRIER agrees that any driving directions or routing instructions to or from a CUSTOMER's location given by BROKER are for informational purposes only. It is CARRIER's sole responsibility to insure the directions are appropriate with regard to equipment, route, and safe operation of the vehicle(s).

(f) CARRIER assumes and is fully and exclusively responsible and liable for, among others, the payment of the following items: any and all applicable federal, state, and local payroll taxes, taxes for unemployment insurance, pensions, workers' compensation, social security, with respect to each and every persons engaged in the performance of its transportation services. BROKER is not liable for any obligations specified above and CARRIER shall indemnify, defend, and hold BROKER harmless from any claim or liability imposed or asserted against BROKER for any such obligations. (g) BROKER reserves the right to track any or all shipments with or without CARRIER's knowledge.

10. INDEMNIFICATION. CARRIER agrees to defend, indemnify, and hold BROKER and its CUSTOMERS harmless from and against any and all claims or liability including but not limited to claims for Workers Compensation, arising out of CARRIER's performance or failure to perform under this Agreement, including, but not limited to cargo loss and damage, theft, delay, damage to property, and bodily injury and/or death.

11. CARRIER MOVING PERISHABLES. Carrier warrants that the carrier will inspect or hire a service representative to inspect a vehicle's refrigeration or heating unit at least once each month. Carrier warrants that they shall maintain a record of each inspection of refrigeration or heating unit and retain the records of the inspection for a least one year. Copies of these records must be provided upon request to the carrier's insurance company and Broker. Carrier warrants that they will maintain adequate fuel levels for the refrigeration or heating unit and assume full liability for claims and expenses incurred by the Broker or the shipper for failure to do so. The carrier must provide their cargo insurance carrier with all records that relate to a loss and permit copies and abstracts to be made from them upon request. The following rules shall apply: (a) Destination market value for lost or damaged cargo, no special or consequential damages unless by special agreement; (b) Claims will be filed with Carrier by Shipper; (c) claims notification procedures will be followed in accordance with procedure described in 49 C.F.R. 370.1-11.

12. UNEXPECTED LOAD CHANGES DURING TRANSIT TIME.

Multi-Stop:

Whenever any multi-stop load cuts off a stop, a \$75.00 fee is deducted from original contracted rate.

Rerouting:

If a load needs rerouted, the transit rate will be calculated reflecting the new total loaded miles.



BROKER/CARRIER AGREEMENT CONT.

- 11. BROKER'S ACCOUNTS.** CARRIER agrees to treat all BROKER's CUSTOMERS as BROKER's accounts during the term of this Agreement. If this Agreement is terminated for any reason, CARRIER shall not solicit freight or provide transportation services to any of BROKER's CUSTOMERS, shippers, consignors, or consignees for a period of 12 months after the termination date of this Agreement. If CARRIER solicits freight or provides transportation services to any of BROKER's CUSTOMERS in violation of this Paragraph, in addition to any other remedies available under the law, including punitive damages, CARRIER shall also be liable to BROKER for all costs and expenses incurred in enforcing this Paragraph including, but not limited to, court costs and attorneys' fees.
- 12. CO-BROKERING.** CARRIER is prohibited from brokering, re-brokering, co-brokering, subcontracting, transferring, trip leasing, assigning or interlining the transportation of shipments to any other person or entity conducting business under an operating authority different from CARRIER's authority without advance written authorization of BROKER. Violation of this policy shall be grounds for immediate termination of this Agreement. If BROKER becomes aware of such prohibited activity by CARRIER prior to payment of any compensation otherwise due CARRIER, BROKER shall withhold payment to CARRIER and shall instead pay appropriate compensation to the carrier who actually transported the shipment. Any subcontracting or brokering of any shipment by CARRIER to any third party shall be deemed an assignment of the right to be compensated for that shipment to the third party. Upon BROKER's payment to delivering carrier, CARRIER shall not be released from any liability to BROKER under this Agreement. CARRIER will be liable for any and all losses or damages (including reasonable attorney's fees and costs) for violation of this paragraph.
- 13. WAIVER AND DISCHARGE.** The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver of such provision or the right of either Party to enforce such provision in the future or in any way to affect the validity of this Agreement or any part hereof; and this Agreement is for specified services pursuant to 49 U.S.C. § 14101(b). To the extent that terms and conditions in this Agreement are inconsistent with Part (b), Subtitle IV of Title 49 U.S.C. (ICC Termination Act of 1995)(the "Act"), the Parties expressly waive any or all rights and remedies they may have under the Act.
- 14. NOTICES.** All notices required or permitted under this Agreement shall be in writing, signed by or on behalf of the Party giving the notice, and sent to the other Party at its main office listed above via certified U.S. Mail, overnight courier with delivery receipt or facsimile with machine printed proof of delivery.
- 15. GOVERNING LAW.** Unless expressly preempted or controlled by Federal transportation laws and regulations, this Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. CARRIER and BROKER further agree that the exclusive jurisdiction and venue for any lawsuit necessary to resolve a dispute arising out of this Agreement shall be in state court in Seneca County, Ohio. Prevailing party shall be entitled to all reasonable expenses, attorneys' fees and costs (including court costs).
- 16. ENTIRE AGREEMENT.** This Agreement and its Appendices constitute the entire agreement between the Parties. The Parties further intend that this Agreement constitutes the complete and exclusive statement of its terms, and no extrinsic evidence may be introduced to reform or change this Agreement in any judicial or equitable proceeding arising out of this Agreement. Any changes to this Agreement must be in writing executed by both parties.
- 17. INVALIDITY OF PROVISIONS** If a court of competent jurisdiction declares any provision of this Agreement invalid, such decision shall not affect the validity of any remaining provisions, and all remaining provisions of this Agreement shall remain in full force and effect.
- 18. ASSIGNMENT AND DELEGATION.** This Agreement shall inure to the benefit of and be binding upon the successors and assigns of both Parties provided, however, that no assignment of rights and no delegation of duties under this Agreement



shall be effective without the prior written consent of the other Party. BROKER may, at any time, transfer this Agreement, together with its rights and duties to any parent corporation or wholly owned subsidiary of its parent corporation, without permission of CARRIER.

BROKER/CARRIER AGREEMENT CONT.

19. FACTORING. Carrier shall provide BROKER written notice of any assignment, factoring, or other transfer of its right to receive payment arising under this Agreement at least thirty (30) days prior to such assignment, factoring, or other transfer that may affect BROKER's payment obligations (BROKER is not obligated to honor any factoring, assignment, amendment or any other transfer of CARRIER's right to receive any payments unless such notice is proper and timely received). At minimum, each written notice shall include the name and address of the factoring company, assignee/transferee, date, date assignment is to begin, and the terms of the assignment. Notice is considered delivered upon receipt of written notice by BROKER. BROKER shall have the right to ask for and CARRIER shall be obligated to furnish any further documentation BROKER requires in order to satisfy itself as to the authenticity and payment requirements of the factoring arrangement(s). BROKER's payment obligations shall not be subject to more than one factoring/assignment agreement at any one time. Any and all factoring agreements are taken subject to the terms of this Agreement regardless of when, or if BROKER receives a notice of assignment. CARRIER shall indemnify, defend and hold BROKER and its CUSTOMER harmless from and against any and all lawsuits, claims, actions, damages (including reasonable attorneys' fees, costs, liabilities, and liens) arising or imposed on BROKER in connection with any factoring/assignment or transfer of any account or right. If CARRIER wants to terminate a factoring arrangement, a written release from the CARRIER and the factoring company in a form satisfactory to BROKER's counsel must be received by BROKER specifying the terms and date of release. CARRIER also releases and waives any and all right, claim or action against BROKER and its CUSTOMER for any amount due and owing under this Agreement where CARRIER has not complied with any one of the requirements of this section.

20. ELECTRONIC AND FAX COMMUNICATIONS. The disclaimer set out below applies to any and all electronic communication, as defined below, from BROKER:

- (a) During the term of this Agreement, the parties anticipate that they will exchange materials and information in electronic form whether through websites, e-mail, or other electronic means (collectively "Electronic Communications") and via fax. By providing their fax numbers and signing this Agreement, each party consents to receiving communications via electronic means.
- (b) Whereas BROKER has taken reasonable steps to ensure that all information contained in Electronic Communications is current and accurate, it cannot guarantee the accuracy or currency of the information.
- (c) Use of Electronic Communications is entirely at the user's own risk. Under no circumstances will BROKER be liable for, and CARRIER hereby expressly waives and releases BROKER from, any liability for any loss or damage caused by computer viruses, Trojans, worms or similar programs.
- (d) Electronic Communications may contain information that is confidential and subject to legal privilege. It is intended solely for the individual or entity to whom it is addressed and to others who have the authority to receive it and CARRIER may not under any circumstances disclose, copy, or distribute the information without BROKER's written consent.
- (e) BROKER does not make any representation regarding any links and does not endorse the products and/or services that may be offered from or through any link. BROKER accepts no responsibility for the content or use of information contained in any link.
- (f) Unless otherwise noted, Electronic Communications are subject to intellectual property rights of BROKER. Use of the content in web pages, electronic or written publications or any other media and/or words, phrases, names, designs or logos that are BROKER's trademarks are expressly prohibited without the express written permission of BROKER.



(g) BROKER disclaims all implied warranties, including but not limited to, warranties of compatibility, security and accuracy, and BROKER will not be liable for any special, indirect, consequential or punitive damages of any kind arising out of the use of Electronic Communications by CARRIER.

(h) All information contained in Electronic Communications pertaining to products and services and their terms and conditions, is subject to change without notice.

(i) By providing any email address, CARRIER is expressly opting-in to BROKER's promotional email distribution list. CARRIER can opt-out at any time by contacting BROKER via telephone, email, or mail.

BROKER/CARRIER AGREEMENT CONT.

21. CONFIDENTIALITY. In addition to Confidential information protected by law, statutory or otherwise, the Parties agree that all of their financial information and that of their customers, including but not limited to freight and brokerage rates, amounts received for brokerage services, amounts of freight charges collected, amounts of freight charges paid, freight volume requirements, as well as personal customer information, customer shipping or other logistic requirements shared or learned between the Parties and their customers shall be treated as confidential, and shall not be disclosed or used for any reason without prior written consent. If confidentiality is breached, the Parties agree that the remedy at law, including monetary damages, may be inadequate and that the Parties shall be entitled, in addition to any other remedy available, to an injunction restraining the violating Party from further violation of this Agreement. If BROKER prevails, BROKER shall be entitled to recover all costs and expenses incurred, including but not limited to reasonable attorney's fees.

CARRIER DUTIES

22. GENERAL CARRIER DUTIES. CARRIER agrees as follows:

1. Drivers shall check call every day (including Saturday, Sunday, and holidays) between 8:00 a.m. and 9:00 a.m. Eastern Standard Time giving their current location and load temperature, if applicable.
2. BROKER is available 24 hours a day, 7 days a week. CARRIER shall call BROKER immediately to report any problems.
3. Failure to report any overage, shortage, or damage at loading or delivery may result in damages assessed against CARRIER.
4. CARRIER is responsible for any damage or loss to the product, shipment or its packaging, and any and all shortages.
5. If any unloading payment is agreed upon, CARRIER must supply unloading receipt with lumper's full name, address, and contact information accompanied by the BROKER's authorization number assigned to this particular load. Unless CARRIER provides this information within 24 hours of delivery it will not be reimbursed for unloading costs.
6. For all pallet exchange loads, the number of pallets in and out must be clearly notated on the original Bill of Lading.
7. All loads tendered to CARRIER require exclusive use of trailer space unless otherwise specified in writing. Any costs incurred by BROKER due to CARRIER loading any unauthorized freight may be charged back to CARRIER.
8. Any costs incurred by BROKER due to CARRIER being late for pick-up or delivery appointments may be charged to CARRIER.
9. Any product which must be disposed of must have prior written consent from BROKER before being disposed of by any party. If the load is disposed of without prior written consent from BROKER, CARRIER is liable for the entire value of the load, plus any other associated damages. CARRIER is also required to remit to BROKER any funds received from salvage or insurance.
10. Before loading driver must have a sufficient number of load locks or other suitable cargo securing devices to secure the load.
11. Loads that are sealed at the shipping point are to remain sealed until an authorized person at the receiver breaks the seal. If the seal is broken by an unauthorized person, CARRIER shall be fully liable for the invoice amount to BROKER's CUSTOMER or cost of the product and any other expenses, whichever is greater.



12. CARRIER is required to provide a trailer that is in sound mechanical and structural condition, and is clean, dry, free of defects, and suitable in all manner to accept, load, and transport any shipment.
13. CARRIER shall not, unless expressly authorized to do so by BROKER, contact or communicate directly with BROKER'S CUSTOMER. This includes CARRIER's agents, representatives, heirs or assigns.

Owner's Name

Signature

PAYMENT TERMS

Seneca Logistics Group LLC prioritizes paying carriers quickly and accurately. Pay terms are calculated from the day Seneca Logistics Group LLC receive final paperwork from the carrier. Please send complete paperwork and invoice to Derek@senecalg.com or fax to 419-419-1074 :

Carrier Invoices
491 Circular Street
Tiffin, OH 44883

7 Day Quick Pay: To offer convenience to our carriers, we offer a 7 day quick pay. There will be a fee of 8% of total carrier pay.

30 Days: The default pay period is 30 days. Invoices must be received before 16:00 EST Monday through Thursday to start aging process that day. Invoices on Friday must be received from 08:00am-12:00pm EST in order to be processed same day. Within 30 days, payment will be direct deposited or a check will be mailed per the carrier's choice. Please complete the proper section. *** Please note that we do not currently offer comchecks, fuel advances, or COD.***

MC #:
Company Name:
Title:
Printed Name:
Signature:

DIRECT DEPOSIT

Carrier authorizes Seneca Logistics Group LLC to initiate automatic deposits to Carrier's account at the financial institution named below. Carrier also authorizes and permits Seneca Logistics Group LLC to make withdrawals from this account if a credit entry is made in error or to pay any amount that Company may owe to Seneca Logistics Group LLC.



Carrier agrees to defend, indemnify and hold Seneca Logistics Group LLC harmless from and against any delay or loss of funds due to incorrect or incomplete information supplied by Carrier or Carrier's financial institution or due to an error on the part of Carrier's financial institution in depositing funds to Carrier's account. Carrier agrees that Seneca Logistics Group LLC cannot be held responsible or liable for overdrafts or overdraft fees incurred before funds are deposited.

Financial Institution:
Account Number:
Routing Number:
Checking or Savings:
E-mail for Advisory of Remittance:

CHECK PAYMENT

Company Name:
E-mail for Advisory of Remittance:
Full Mailing Address:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/11/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners of Ohio, LLC 285 Cozzins St Columbus OH 43215	CONTACT NAME: Lori Donough PHONE (A/C, No, Ext): 614-224-0772 E-MAIL ADDRESS: lori.donough@assuredpartners.com	FAX (A/C, No): 614-224-0732
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Hudson Excess Insurance Company		14484
INSURED Seneca Logistics Group, LLC 491 Circular Street Tiffin OH 44883	INSURER B:	
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 174508310**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GTUL00122900	7/10/2023	7/10/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Truck Broker <input checked="" type="checkbox"/> Professional			GTUL00122900	7/10/2023	7/10/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Contingent Cargo Per Occurrence Except Refrigeration Cvg			GTUL00122900	7/10/2023	7/10/2024	Ded: \$1,000 Ded: \$2,500 100,000 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Truck Broker Liability: Per occurrence- \$1,000,000 Aggregate: N/A

Professional Liability: Per Occurrence- \$100,000 Aggregate- \$100,000 Deductible- \$5,000

CERTIFICATE HOLDER**CANCELLATION**

Info Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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U.S. Department of Transportation
Federal Motor Carrier Safety Administration

1200 New Jersey Ave., S.E.
Washington, DC 20590

SERVICE DATE
July 01, 2015

LICENSE

MC-916765-B

U.S. DOT No. 2727312
SENECA LOGISTICS GROUP, LLC
TIFFIN, OH

This License is evidence of the applicant's authority to engage in operations, in interstate or foreign commerce, as a **broker, arranging for transportation of freight (except household goods)** by motor vehicle.

This authority will be effective as long as the broker maintains insurance coverage for the protection of the public (49 CFR 387) and the designation of agents upon whom process may be served (49 CFR 366). The applicant shall also render reasonably continuous and adequate service to the public. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

Jeffrey L. Secrist, Chief
Information Technology Operations Division

BPO

**Request for Taxpayer
Identification Number and Certification**

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Seneca Logistics Group, LLC		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions. 491 Circular Street	Requester's name and address (optional)	
6 City, state, and ZIP code Tiffin, OH 44883		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number								
			-				-	
or								
Employer identification number								
4	7		-	3	7	0	4	0 2 4

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ► 	Date ► 7/1/2020
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General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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