



ACCOUNT APPLICATION

Company (Customer):				
Mailing Address:				
Billing Address (If Different):				
Phone Number:		Fax Number:		
D&B Number:				
Maximum Load Value: (Circle One)				
\$0-\$50K	\$51K-\$100k	\$101K-\$150K	\$151K-250K	\$250K+

BANK REFERENCE

Name:	Phone Number:
Manager:	Checking Account Number:

CREDIT REFERENCE

Company Name	Phone Number	Fax Number	Contact Name	Address

Representative & Title:	
Signature:	Date:



ACCOUNT APPLICATION

Company Name:

This Contract & Authorization is the sole governing document with respect to the brokerage of freight hereunder.

Lane Price:

Lanes are priced per customer rate confirmation negotiated between customer and broker.

ACCESSORIALS:

Accessorials are subject to the transporting carrier's standard tariff terms and conditions and may include but may not be limited to: detention, truck ordered- not used, re-delivery, extra drops, layover, and inside pickup/delivery.

DOUBLE BROKERING:

Seneca Logistics Group, LLC will contract directly with a carrier (unless otherwise agreed to).

CONSEQUENTIAL DAMAGES:

Seneca Logistics Group, LLC will not be liable under any circumstances for any special, incidental, extended or consequential damages, including, but not limited to loss or damage resulting from delay, non-delivery or damage to a shipment, loss of sales, income, interest, profits, attorney's fees and other costs.

INDEMNIFICATION:

_____ agrees to indemnify and hold Seneca Logistics Group, LLC harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against Seneca Logistics Group, LLC that result from the acts or omissions of _____ and/or _____'s employees, agents, or representatives.

AUTHORIZATION:

Contract & Authorization is the complete agreement between the parties hereto and supersedes prior writings on specific lanes. All charges will be paid by Company (Customer) as indicated herein. Individual signing this agreement must be an authorized representative of Company. Contradictions between the terms and conditions of this Contract and those contained in any shipment paperwork shall default in favor of those contained in this Contract.

DIMENSIONS/WEIGHT OF SHIPMENT:

Weight and dimensions must be agreed to in prior of pickup between customer and Seneca Logistics Group, LLC. If weight and/or dimensions change from those agreed, additional charges may apply. If shipment changes and Seneca Logistics Group, LLC is not notified before the dispatching of a truck, the customer is responsible for a truck ordered-not used.

CARGO LIABILITY:

The Customer must declare the load value to the broker. Seneca Logistics Group, LLC has contingent cargo insurance up to \$100,000. The customer is responsible for special notification on loads with a declared value of greater than \$100,000. All valuations declared are solely for the purpose of conveying a valuation to the transporting carrier. In the event of a claim, the transporting carrier's prevailing terms and conditions shall apply. All claims must be filed directly with the actual transporting carrier. In the event of a claim Seneca Logistics Group, LLC will facilitate all claims between the customer and the carrier.

Signature:	Date:
Print Name:	Date:



ARBRITRATION:

Any Controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The Arbitration shall take place in the state of Ohio. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. the arbitrator(s) shall not have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this contract, including paying that irrelevant to the specific dispute.

COLLECTIONS PROCESS:

Seneca Logistics Group, LLC and all third party collection agencies/ legal partners reserve all rights to pursue collections of funds owned from _____ by calling, emailing collections statements until direct contact and commitment has been shown to pay freight bills over 27 days old. By signing this agreement, you are waiving the federal 18 month statute of limitations for freight charge collection on unpaid invoices as stated in 49 USC § 14705(a).

CHOICE OF LAW AND VENUE. All questions concerning the construction, interpretation, validity and enforceability of this Agreement, whether in a court of law or in arbitration, shall be governed by and construed and enforced in accordance with the laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule that would cause the laws of any other jurisdiction to apply. The parties agree that all actions and proceedings arising out of or relating directly or indirectly to this Agreement or any ancillary agreement or any other related obligations shall be litigated solely and exclusively in the state or federal courts located in Seneca County, Ohio or in the U.S. District Court for the Northern District of Ohio, and that such courts are convenient forums. Each party hereby submits to the personal jurisdiction of such courts for purposes of any such actions or proceedings.

DAMAGES: When damages occur, Seneca Logistics Group. LLC will help facilitate all steps between the customer/ shipper, and carrier who picked up that load. These damages include any general, special, incidental, extended, or consequential damages, including, but not limited to loss or damage resulting from delay, non-delivery, theft, or damage to a shipment, loss of sales, income, interest, profits, attorney’s fees, and other costs.

Signature:

Date:

Print Name:

Date



ACCOUNT APPLICATION

BILLING SPECIFICATIONS (TO BE FILLED OUT BY ACCOUNTS PAYABLE CONTACT)

- | | | |
|-----|--|-----|
| 1.) | Are bills of lading required with invoice to process payment | Y/N |
| 2.) | Do you accept invoices via email? | Y/N |
| 3.) | Are your loads pallet exchange? | Y/N |
| 4.) | Do you reimburse for unloading charges? | Y/N |
| 5.) | Can we contact you about paying invoices via ACH/EFT? | Y/N |

*If yes provide contact information as follows:

ACH/EFT Contact Name:
Phone Number:
Email:

PLEASE ADD ANY ADDITIONAL BILLING REQUIREMENTS/ COMMENTS BELOW:

Payment due Twenty-seven (27) days from receipt of Seneca Logistics Group LLC invoice.

Company Name:
A/P Contact Name / Title
Signatures:



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.donaugh@assuredpartners.com	FAX (A/C, No): 614-224-0732	
	INSURER(S) AFFORDING COVERAGE		
INSURED Seneca Logistics Group, LLC 491 Circular Street Tiffin OH 44883	INSURER A: Hudson Excess Insurance Company		NAIC # 14484
	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"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Truck Broker <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <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? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER 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.

A handwritten signature in black ink, appearing to read "Jeffrey L. Secrist".

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"/> C Corporation <input type="checkbox"/> S Corporation <input checked="" 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) ▶ _____ 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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
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 <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="9" style="text-align: center; padding: 2px;">Social security number</td> </tr> <tr> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> </tr> <tr> <td colspan="9" style="text-align: center; padding: 2px;">or</td> </tr> <tr> <td colspan="9" style="text-align: center; padding: 2px;">Employer identification number</td> </tr> <tr> <td style="width: 25px; height: 20px;">4</td> <td style="width: 25px; height: 20px;">7</td> <td style="width: 25px; height: 20px;">-</td> <td style="width: 25px; height: 20px;">3</td> <td style="width: 25px; height: 20px;">7</td> <td style="width: 25px; height: 20px;">0</td> <td style="width: 25px; height: 20px;">4</td> <td style="width: 25px; height: 20px;">0</td> <td style="width: 25px; height: 20px;">2</td> </tr> </table>	Social security number																		or									Employer identification number									4	7	-	3	7	0	4	0	2
Social security number																																														
or																																														
Employer identification number																																														
4	7	-	3	7	0	4	0	2																																						

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 ▶ <u>7/1/2020</u>
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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.