

Phone 404-935-9074 Fax 404-935-9091 MC# 803405 Fed ID# 46-1638953 SCAC : VMLC 2415 Old Cornelia Hwy Suite G Gainesville, GA 30507 Info@VolumeLogisticsLLC.com

# **Carrier Setup Packet**

Carrier Name							
MC#							
Mailing address							
Dispatch Phone #		Fax#					
Dispatch e-mail							
After hours phone							
After hours E-mail							
Billing contact							
Factoring Company							
Number of trucks							
Number of trailers :	_Vans	Refers	Flatbed	Other			

Please E-Mail this Info Form, Signed Volume Contract, Authority, W-9 and Insurance to info@volumelogisticsllc.com or fax to 404-935-9091.

For Direct Deposit, please send a copy of a voided check.

Please E-Mail all legible Invoices, POD(s) and Receipts to ap@volumelogisticsllc.com or Fax to 404-935-9091.



# **BANKING AND REFERENCE LISTS**

## **Banking Info:**

Iberia Bank 709 Canton Rd NE #100 Marietta GA 30060 Phone(678)631-3602

## **Factoring Company Reference list:**

Advance Business Capital - 701 Canyon Drive Ste 105 Coppell TX 75019 - (214) 513-9600 Apex Capital Corp - PO Box 961029 Fort Worth TX 76161- (800) 511-6022 Compass Funding- PO Box 10591Ogden UT 84415 - (866) 583-7875 RTS Financial - PO Box 840267 Dallas TX 75284 - (800) 860-7926

## **Carrier References:**

Arka Express - Dimitar (708) 974-4545 x 104- Email dimitar@arkaexpress.com Hub Group Inc- Mary Harter (630) 928-2126 - Email mhart er @hubgro up.com Ralph Walker Inc - Ralph Walker (601) 939-3104 - Email ralph@ralphwalkertrucking.com Sunset Pacific -Justin Nolan (909) 464-1677 x 212 - Email jnolan@sunsetpacific.com Swift Transportation-James Reddy (623) 907-7527 - Email james reddy@swifttrans.com



## **EFS** Advances

**Fuel Advances** - These advances can be issued up to 40% of the load with the signed BOL from the Shipper . The Fee for Fuel Advances is 7%. We must know in advance if a Fuel Advance is to be issued.

**Lumpers** - The receipt is required for lumper advances with the POD once delivered. As long as the receipt is turned in no fee will be charged. If no receipt is turned in, you will be deducted the original amount and the 7% fee.

**Quick Pay-** Invoice, POD(s) and all receipts must be turned in for this option. There is a 7% fee for Quick Pay. If you have a Factoring Company, Quick Pay is not an option.

All advances are issued between the hours of 0730 and 1600 EST Monday thru Friday. All advances must be cashed in 5 days and only cashed ONCE for the full amount.

Option 1 - I authorize Volume Logistics LLC to issue EFS Advances for Lumpers or Fuel to any driver for or on behalf of the company below:

 Company Name \_\_\_\_\_\_ MC# \_\_\_\_\_

 Name \_\_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Option 2 - I authorize Volume Logistics LLC to issue EFS Advances for Lumpers or Fuel to the contact below ONLY on behalf of the company below:

Company Name		MC#	
Name	Signature		Date

Option 3 - I do not authorize any EFS Advances to be issued to the company below:

Company Name		MC#			
Name	Signature		Date		

## 

## **DIRECT DEPOSITS**

Direct Deposits are issued with regular pay terms of net 21 days from the date all paperwork is received by Volume Logistics LLC. If you request this option please fill out the info below and attach a voided check:

Company Name	MC#
Bank Name	Remittance E-mail
Routing #	Account #

# **Broker - Carrier Agreement**

This agreement is entered into this \_\_\_\_\_\_day of \_\_\_\_\_\_20 \_\_\_\_by and between Volume Logistics, LLC ("Broker"), a Registered

Property Broker, Lic. No. MC=803405 and \_\_\_\_\_, DBA

a Registered Motor Carrier, Permit/Certificate No.

MC\_\_\_\_\_ ("Carrier"), collectively referred to as the "Parties".

### I. Carrier Represents and Warrants That It:

A. Is a registered motor carrier of property authorized to provide transportation of property under contracts with shippers and receivers and or brokers of general commodities.

B. Shall transport the property, under its own operating authority and subject to the terms of this agreement.

C. Makes the representations herein for the purpose of including Broker to enter into this agreement.

D. Agrees that a shippers insertion of broker's name as the carrier on a bill of lading shall be for the Shipper's convenience and security only and shall not change Broker's status as a property broker nor Carrier's status as a motor carrier.

E. Will not re-broker, double broker, assign or interline the shipments hereunder, without prior written consent of the Broker. If Carrier breaches this provision, Carrier agrees Broker shall have the right of paying monies it owes the Carrier directly to the delivering carrier, Carrier shall not be released from a liability of Broker under this Agreement. In addition to the indemnity obligation in Par 1 H Carrier will be liable for consequential damages for violation of the paragraph.

F. Is in, and shall maintain compliance during the term of this Agreement with all applicable federal, state and local laws relating to the provision of its services including, but not limited to: transportation of Hazardous Materials, (including the licensing and training of the drivers), as defined in 49 C.F.R.172.800, 173 and 397 et seq. to the extent that any shipments hereunder constitute Hazardous Materials: security regulations; owner/operator lease

regulations; loading and securement of freight regulations, implementation and maintenance of driver safety regulations including, but not limited to, hiring, controlled substances, and hours of service regulations; sanitation, temperature, and contamination requirements for transferring food, perishable, and other products, qualification and licensing and training of drivers, implementation and maintenance of equipment safety regulations; maintenance and control of the means and method of transportation including, but not limited to, performance of its drivers.

G. The parties will notify each other immediately if their federal Operating Authority is revoked, suspended or rendered inactive for any reason, and/or if either Party is sold, or if there is a change in control of ownership of either Party, and/or any of their insurance required hereunder is threatened to be or is terminated, cancelled, suspended,

or revoked for any reason.

H. Carrier agrees to pay and be solely responsible for all salaries, Workers' Compensation coverage and all taxes relating to all drivers or other personnel.

I. Does not have an "Unsatisfactory" safety rating issued by the Federal Motor Carrier Safety Administration (FMCSA), U.S. Department of Transportation, and will notify Broker in writing immediately if its safety rating is changed to "Unsatisfactory" or "Conditional".

J. Authorizes Broker to invoice Carriers freight charges to shipper, consignee, or third parties responsible for payment.

K. Has investigated, monitors, and agrees to conduct business hereunder based on the creditworthiness of Broker and is granting Broker Credit terms accordingly.

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#### II. Broker Responsibilities:

A. **Shipments:** Broker agrees to solicit and obtain freight transportation business for Carrier to the mutual benefit of Carrier and Broker, and shall offer Carrier at least (3) loads/shipments annually. Broker shall inform Carrier of (a) place of origin and destination of all shipments: and (b) if applicable, any special shipping instructions or special equipment requirements of which Broker has been timely notified.

B. **<u>Billing:</u>** Carrier shall invoice Broker for it's (Carrier's) charges, as mutually agree in writing, by fax, or by electronic means such as email, contained in Broker's Load Confirmation Sheet(s) incorporated herein by reference (Exhibit A, et seq.) Additional rates for truckload or LTL shipments, of modifications or amendments of the above rates, or additional rates, may be established to meet changing market conditions, shipper requirements, Broker requirements, and/or specific shipping schedules as mutually agreed upon and shall be confirmed in writing by fax or email by both Parties. Any such additional, modified, or amended rates, changes in rates shall automatically be incorporated herein by Reference as part of Exhibit A, Amendment 1, et seq.

C. <u>Rates:</u> Additionally, any rates, which may be verbally agreed upon, shall be deemed confirmed in writing where Carrier has billed the agreed rate and Broker has paid it. All written confirmations of rates, including confirmations by email billing and payment, shall be incorporated herein by reference as part of Exhibit A, Amendment 1, et seq. Rates or changes, including but not limited to stop-offs, detention, loading or unloading, fuel surcharges, or other accessorial charges, released rates or values, or tariff rules or circulars, shall only be valid when specifically agreed to in signed writing by the Parties pursuant to this agreement. Any shipment deemed late for pickup or delivery may be subject to rate deductions. Any reference to carrier tariffs on bills of lading or related shipping documents shall under no circumstance apply to the moves conducted pursuant to this agreement or invoke the rates or terms of a tariff by any carrier involved in the move whether or not a party to this agreement. If no Load Confirmation Sheet has been executed for a specific shipment the rate for the load shall be pursuant to the attached Addendum identified as Appendix A. If a Carrier agrees to a rate, Load Confirmation is issued and Carrier does not sign and return the Load Confirmation to the Broker the rate will be

considered agreed upon by Carrier at such point the load has been picked up by the Carrier. Carrier will need to submit a signed Load Confirmation to Broker prior to payment and Broker reserves the right to delay payment until a signed Load Confirmation is submitted.

D. **Payment:** The Parties agree that Broker is the sole party responsible for payment of Carrier's charges. Failure of Broker to collect payment from its customer shall not exonerate Broker of its obligation to pay Carrier. Broker agrees to pay Carrier's invoice within 15 days of receipt of the bill of lading or proof of delivery provided Carrier is not in default under the terms of this Agreement. Carrier may only go through Broker for payment. Payment and other disputes are subject to the terms of Par 4 D, which provides in part that prevailing parties are entitled to recovery of cost, Expenses and reasonable attorney fees.

E. **Bond:** Broker shall maintain a surety bond of \$75,000 and on file with the Federal Motor Carrier Safety Administration (FMCSA) in the form and amount not less than that required by that agency's regulations.

#### **III. Carrier Responsibilities**

A. <u>Equipment:</u> Subject to its representations and warranties in Paragraph 1 above. Carrier agrees to provide the necessary equipment and qualified personnel for completion of the transportation services required for Broker and/or its customers. Carrier will not supply equipment that has been used to transport hazardous waste, solid or liquid, regardless of whether they meet the definition in 40 C.F.R. 261.1 et. seq. Carrier agrees that all shipments will be transported and delivered with reasonable dispatch, or as otherwise agreed in writing.

B. Bills of Lading: Carrier shall issue a bill of lading in compliance with 49 U.S.C. 801D1 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 in writing, Carrier shall become fully responsible/liable for freight when it takes/receives

possession thereof, and the trailer(s) is loaded, regardless of whether a bill of lading has been issued, and/or signed, and/or delivered to Carrier, and which responsibility/liability shall continue until delivery of the shipment to the consignee and the consignee signs the bill of lading or delivery receipt. Any terms of the bill of lading inconsistent with the terms of the Agreement including but not limited to carrier tariffs rates and rules shall be solely controlled by the terms of this Agreement. Failure to issue a bill of lading, or sign a bill of lading acknowledging receipt of the cargo, by Carrier, shall not affect the liability of Carrier.

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## C. Section 3

### TRANSPORTING CARGO

### SAFELY

This Section Covers

- Inspecting Cargo Weight and Balance
- Securing Cargo Cargo Needing Special Attention

This section tells you about hauling cargo safely.

You must understand basic cargo safety rules to get a CDL.

If you load cargo wrong or do not secure it, it can be a danger to others and yourself. Loose cargo that falls off a vehicle can cause traffic problems and others could be hurt or killed. Loose cargo could hurt or kill you during a quick stop or crash.

Your vehicle could be damaged by an overload.

Steering could be affected by how a vehicle is loaded, making it more difficult to control the vehicle.

Whether or not you load and secure the cargo

yourself, you are responsible for:

Inspecting your cargo.

Recognizing overloads and poorly balanced weight.

Knowing your cargo is properly secured and does not obscure your view ahead or to the sides. Knowing your cargo does not restrict your access

to emergency equipment.

If you intend to carry hazardous material that requires placards on your vehicle, you will also need to have a hazardous materials endorsement. Section 9 of this manual has the information you need to pass the hazardous materials test.

## 3.1 – Inspecting Cargo

As part of your pre-trip inspection, make sure the truck is not overloaded and the cargo is balanced and secured properly.

After Starting. Inspect the cargo and its securing

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devices again within the first 50 miles after beginning a

trip. Make any adjustments needed.

Re-check. The cargo and securing devices as often as

necessary during a trip to keep the load secure. You

need to inspect again: After you have driven for 3 hours or 150 miles. After every break you take during driving. Federal, state, and local regulations for commercial loads and where you can drive large vehicles vary from place to place. Know the rules where you will be driving.

#### 3.2 - Weight and Balance-

You are responsible for not being overloaded. The following are some

definitions of weight you should know.

3.2.1 - Definitions you should Know

Gross Vehicle Weight Rating (GVWR)- The value

specified by the manufacturer as the loaded weight of a Single vehicle.

Gross Combination Weight Rating (GCWR)- The

value specified by the manufacturer as the loaded weight of a combination vehicle. In the absence of a value specified by the manufacturer, GCWR will be determined by adding the GVWR of the power unit and the total weight of the towed unit and any load thereon.

Axle Weight- The weight transmitted to the ground by one axle or one set of axles.

Tire Load- The maximum safe weight a tire can carry at a specified pressure. This rating is stated on the side of each tire.

Suspension Systems- Suspension systems have a manufacturer's weight capacity rating.

Coupling Device Capacity- Coupling devices are rated for the maximum weight they can pull and/or carry.

3.2.2 - Legal Weight Limits

You must keep weights within legal limits. States have maximums for GVWRs, GCWRs, and axle weights. Often

maximum axle weights are set by a bridge formula. A bridge

formula permits less maximum axle weight for axles that are

closer together. This is to prevent overloading bridges and

roadways.

Overloading can have bad effects on steering, braking, and speed control.

Overloaded trucks have to go very slowly on upgrades. Worse, they may gain too

much speed on downgrades. stopping distance increases. Brakes can fail when forces to stop too hard.

## D. Loss & Damage Claims:

I. Carrier shall comply with 49 C.F.R. 370.1 et seq. and any amendments and/or any other applicable regulations adopted by the Federal Motor Carrier Safety Administration, U.S. Department of Transportation, or any applicable state regulatory agency, for processing all loss and damage Claims and salvage and

**II. Carrier's** liability for any cargo damage, loss, or theft from any cause shall be determined under the Carmack Amendment, 49 U. S. C 14706; and

**III.** Special Damages: Carrier's indemnification liability (Par 1. H) for freight loss and damage claims under this sub-par C (ii) shall include legal fees which shall constitute special damages, the risk of which is expressly assumed by Carrier, and which shall not be limited by any liability of Carrier under sub-par (ii) above.

**IV**. Except as provided in Par 1. E above, neither Party shall be liable to the other for consequential damages without prior written notification of the risk of loss as its approximate financial amount, and agreement to assume such responsibility in writing.

V. Notwithstanding the terms of 49 C.F.R. 370.9 Carrier shall pay, decline or make settlement offer in writing on all cargo loss or damage claims within 120 days of receipt of the claim. Failure of Carrier to pay, decline or offer settlement within this 120 day period shall be deemed admission by the Carrier of full liability for the amount claimed and a material breach of this Agreement.

VI. Carriers, regardless of level of insurance coverage, remain liable for the full amount of any loss, theft or damage of freight.VII. In the event of a damage or loss claim, customers have 9 months in which to submit a claim pursuant to the Carmack Amendment.

E. **Insurance**: Carrier shall furnish Broker with Certificates(s) of Insurance or insurance policies providing thirty (30) days advance written notice of cancellation or termination, and unless otherwise agreed, subject to the following minimum limits. General Liability \$1,000,000.00 motor vehicle (including hired & non owned vehicles), property damage & personal injury liability \$1,000,000.00 (\$5,000,000.00 if transporting hazardous material including environmental damages due to release or discharge of hazardous substances), cargo damage/loss, \$100,000.00, workers' compensation with limits required by law. Except for the higher coverage limits which may be specified above the insurance policies shall comply with minimum requirements of the Federal Motor Carrier Safety Administration and any other applicable regulatory state agency. Nothing in this Agreement shall be construed to avoid Carriers liability due to any exclusion or deductible in any insurance policy.

F. <u>Assignment of Rights:</u> Carrier automatically assigns to Broker all its rights to collect freight charges from Shipper or any responsible third party on receipt of payment from Broker.

G. <u>Carrier Invoicing</u>: It is the carrier's responsibility to have POD/BOL and invoice to Volume Logistics within 14 days of delivery. If Volume Logistics does not receive within 14 days there will be \$50.00 deducted from agreed rate, if not received within 21 days from delivery there will be \$100.00 deducted from agreed rate. Every 7 days after that, there will be an additional \$50.00 deducted, with no limit. If volume has to call to obtain the POD/BOL from the consignee or any other source there will be an additional \$50.00 charge. All accessorial charge receipts such as lumper, pallet, and etc. must be received by Volume Logistics within 48 hours of occurrence to be reimbursed. Please E-mail invoices to ap@volumelogisticsIIc.com

## IV. Miscellaneous:

A. **Independent Contractor:** It is understood and agreed that the Relationship between Broker and Carrier is solely that of independent contractor and not as an agent, join venture, owner-operator or employee and that no employer/employee relationship exists or is intended. Broker has no control of any kind over Carrier, including but not limited to routing of freight, drivers expenses, equipment, load securement and nothing contained herein shall be construed to be inconsistent with this provision.

B. **Non-Exclusive Agreement:** Carrier and Broker acknowledge and agree that this contract does not bind the respective Parties to exclusive services to each other. Either party may enter into similar agreements with other carriers, brokers, or freight forwarders.

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C. <u>Waiver of Provisions:</u> Failure of either party to enforce a breach of waiver of any provision or term of this Agreement shall not be deemed to constitute a waiver of any subsequent failure or breach, and shall not affect or limit the right of either party to therefore enforce such a term or provision. This agreement is for specified services pursuant to 49 U.S.C. 14101 (b). To the extent that terms and conditions herein are inconsistent with Part (b) Subtitle IV of Title 49 U.S.C. (ICC Termination Act of 1995), the Parties expressly waive any or all rights and remedies they may have under the act.

D. **Factoring:** Carrier shall provide Broker written notice of any assignment, factoring, or other transfer of its right to receive payments arising under this agreement thirty (30) days prior to such assignment factoring, or other of assignee/transferee, date, date assignment is to begin, and terms of the assignment, Carrier shall be allowed to have only one assignment, factoring, or transfer legally effective at any one point in time. No multiple assignments, factoring, or transfer legally effective at any one point in time. No multiple assignments, factoring, transfers by the Carrier shall be permitted. Carrier shall indemnify Broker against and hold Broker harmless from any and all lawsuits, claims, actions, damages (including reasonable attorney fees, obligations, liabilities, and liens) arising or imposed in connection with the assignment or transfer or any account or right arising thereunder where the Carrier has not complied with the notification of assignment requirements of the section. Carrier also releases and waives any right, claim or action against Broker for amount due and owing under this agreement where Carrier has not complied with this notice requirements of this section such notices shall be mailed to the address first recited herein above, Attention: Accounts Payable.

#### E. No Back Solicitation:

I. Carrier shall not knowingly solicit freight shipments or lanes of traffic from any shipper consignor, or consignee, or other customer of Broker, when such shipments or lanes of traffic of the shipper, consignor, or consignee or Broker customer were first tendered to the Carrier by the Broker. The term of the prohibited solicitation shall be for the term of this agreement and one (1) year thereafter.
II. In the event of breach of this provision, Broker shall be entitled, for a period of six months following delivery of the last shipment of fifteen percent (15%) of the gross transportation revenue (as evidenced by freight bills) received by Carrier for the transportation of said freight as liquidated damages. Additionally, Broker, may seek injunctive relief and in the event it is successful, Carrier shall be liable for all costs and expenses incurred by Broker, including but not limited to, reasonable attorney's fees.

#### F. Confidentiality:

I. 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, freight volume requirements, as well as personal customer information customer shipping or other logistics 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.

**II.** In the event of violation of the confidentially paragraph, the Parties and 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 they may have, to an injunction restraining the violating Party from further violation of this agreement in which case the prevailing Party shall be liable for all costs and expenses incurred, including but not limited to reasonable attorney's fees.

G. <u>Limitations of Liability</u>: For Cargo loss and damage as well as other liabilities, arising out of the transportation of shipments, which originate outside the United States of America, may be subject to the laws of the country of origination.

H. <u>Modification of Agreement:</u> This agreement and exhibit A et seq attached may not be amended, except by mutual written agreement, or the procedures set forth above (Parts 2 B and 2 C).

#### I. Notices:

I. All notices provided or required by this agreement, shall be made in writing and delivered, return receipt requested, to the addresses shown herein with postage prepaid; or by confirmed (electronically acknowledged on paper) fax.

II. The Parties shall promptly notify each other of any claim that is asserted against either of them arising out of the

Parties' performance of this Agreement.

**III.** Notices sent as required hereunder, to the addresses shown in this Agreement shall be deemed sent to the correct address, unless the Parties are notified in writing of any changes in the address.

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J. <u>Contract Term</u>: The term of this Agreement shall be one year from the date hereof and thereafter it shall automatically be renewed for successive one (1) year without cause, by either Party at any time, including the initial term. In the event of termination of this Agreement for any reason, the Parties shall be obligated to complete performance of any work in progress in accordance with the terms of this Agreement and all warranties and prohibitions shall remain in force.

K. <u>Severance: Survival</u>: In the event any of the terms of this Agreement are determined to be invalid or unenforceable, no other terms shall be affected and the unaffected terms shall remain valid and enforceable as written. The representations, right, and obligations of the parties hereunder shall survive termination of this Agreement for any reason.

L. **Counterparts:** This Agreement may be executed in any number of counterparts each of which shall be deemed to be a duplicate original hereof.

M. <u>Indemnification</u>: Carrier agrees to indemnify and save Broker and/or its Liabilities, (actual, potential, threatened, or pending) of any type or nature arising from or in connection with Carrier's transportation services rendered pursuant to this Agreement or otherwise arising or growing out of the operations and activities of the

Carrier hereunder, as a carrier or otherwise, and to assume full responsibility for all commissions, salaries, insurance (including worker's compensation) taxes, pensions, and benefits of itself and Carrier's agents, lessors, owner- operators, contractors and/or employees in performance of this agreement as now or hereafter apply.

N. <u>Fax and Email Consent</u>: The Parties to this Agreement are authorized to fax or email to each other at the numbers shown herein, (or otherwise modified in writing from time to time) this agreement, load and rate information. An expression of consent or agreement to the content of the transmission shall be considered an expression of intent to be legally bound to the terms of the transmission.

O. Entire Agreement/Venue/Choice of Law: Except for Exhibit A and its amendments, and unless otherwise agreed in writing,

this Agreement contains the entire understanding of the Parties and supersedes all verbal or written prior agreements, arrangements, and understandings of the Parties, relating to the subject matter stated herein. The Parties further intend that this Agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence such as a bill of lading may be introduced to reform this Agreement in any judicial or

arbitration proceeding involving this Agreement Venue for any action brought to enforce any terms for this agreement shall be in any court of jurisdiction located in Hall County Georgia. The laws of the State of Georgia shall apply to the interpretation and enforcement of this agreement.

IN WITNESS WHEREOF, we have signed this Agreement the date and year first shown above.

Volume Logistics, LLC. (Broker):	Carrier:
Authorized Signature:	Authorized Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

[SEND COMPLETED FORM TO: info@volumelogisticsllc.com or fax to: 404-935-9091]



April 23, 2014

BUD EAVENSON VOLUME LOGISTICS LLC 2415 G OLD CORNELIA HWY GAINESVILLE, GA 30507

## CERTIFICATE OF STANDARD CARRIER ALPHA CODE (SCAC) RENEWAL

The Standard Carrier Alpha Code of VMLC has been renewed for:

VOLUME LOGISTICS LLC 2415 G OLD CORNELIA HWY GAINESVILLE, GA 30507 MC- 803405 US DOT- 2368035

This Alpha Code will apply only to the company name shown above through June 30, 2015. Approximately two months prior to expiration of this SCAC, NMFTA will provide an invoice for renewal which must be promptly returned together with payment to ensure its continued validity. Should the company name or address change, please notify the National Motor Freight Association, Inc. at the address below.

Alpha Codes ending with the letter "U" have been reserved for the identification of freight containers. If your Alpha Code ends with the letter "U", it should be used only for this purpose. A non-U ending Alpha Code should be obtained to satisfy other requirements such as company identification for Customs, Electronic Data Interchange, freight payments, etc.

If you participate in the Bureau of Customs and Border Protection (BCBP) automated programs (ACE, AMS,CAFES, FAST, PAPS), your SCAC and related company information has been sent to BCBP electronically and is updated on a nightly basis. If you have encountered a problem using your SCAC with BCBP, or a copy this letter has been requested by BCBP, only then should you forward the requested information (email preferred as a PDF or TIF attachment) to the following address:

> CBP SCAC Processing Bureau of Customs and Border Protection 8444 Terminal Road, Beauregard (A-105.5) Lorton, VA 22079 AMS.SCAC@DHS.GOV

NOTICE: Renewal of the above listed SCAC is unrelated to participation in the National Motor Freight Classification (NMFC). Further, it does not confer membership in the National Motor Freight Traffic Association, Inc. nor allow use of the NMFC inconnection with freight rates. For participation and membership information, please call (703) 838-1810

1001 North Fairfax Street, Suite 600 • Alexandria, VA 22314-1798 • ph: 703.838.1810 • fax: 703.683.6296 web: www.nmfta.org • email: nmfta@nmfta.org

Bond Number 60011593



## **GENERAL POWER OF ATTORNEY**

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Cynthia Powell Geeslin

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$500,000): \$75,000,00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this \_\_\_\_\_\_ day of \_\_\_\_\_\_ September \_\_\_\_\_, 2011\_.

AMA Attest: moor Craig Johns on, President A. Koval Esq., SVP, General Counsel, Thomas SEAL FCCI Insurance Company Govern nent Affairs and Corporate Secretary 1994 FCCI Insurance Company

State of Florida County of Sarasota

Before me this day personally appeared Craig Johnson, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2016

LENE CUEMAN

Notary Public

State of Florida County of Sarasota

Before me this day personally appeared Thomas A. Koval, Esq., who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2016

ARLENE CUEMAN Notary Public, State of Florida My Comm. Expires Supt. 25, 2016 No. FE 213002

Notary Public

#### CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 24, 2011 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 15th day of October , 2013 Thoma A. Koval, Esq., SVP, Seneral Counsel,

Government Affairs and Corporate Secretary

1-IONA-3592-NA-04. 11/12

A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0017. Public reporting for this collection of information is estimated to be approximately 10 minutes per response, including the time for reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, Washington, D.C. 20590.

United States Department of Transportation
 Federal Motor Carrier Safety Administration

Broker's or Freight Forwarder's Surety Bond under 49 U.S.C. 13906



Filer FMCSA Account Number: 24037-00

KNOW ALL MEN BY THESE PRESENTS, that we, Volume Logistics, LLC

	(Name of Broker or Freight Forwarder)		
of 2415 Old Cornelia Hwy, Suite G	Gainesville	Georgia	30507
(Street)	(City)	(State)	(Zip)
as PRINCIPAL (hereinafter called Principal), and	FCCI Insurance Company		
	(Name of Surety)	1996 N	

a corporation, or a Risk Retention Group established under the Liability Risk Retention Act of 1986, Pub. L. 99-563, created and existing

under the laws of the State of Florida (state) (hereinafter called Surety), are held and firmly bound unto the United States of

America in the sum of \$75,000 for a broker or freight forwarder, for which payment, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is or intends to become a Broker or Freight Forwarder pursuant to the provisions of Title 49 U.S.C. 13904, and the rules and regulations of the Federal Motor Carrier Safety Administration relating to insurance or other security for the protection of motor carriers and shippers, and has elected to file with the Federal Motor Carrier Safety Administration such a bond as will ensure financial responsibility and the supplying of transportation subject to the ICC Termination Act of 1995 in accordance with contracts, agreements, or arrangements therefore, and

WHEREAS, this bond is written to assure compliance by the Principal as either a licensed Broker or a licensed Freight Forwarder of Transportation by motor vehicle with 49 U.S.C. 13906(b), and the rules and regulations of the Federal Motor Carrier Safety Administration, relating to insurance or other security for the protection of motor carriers and shippers, and shall inure to the benefit of any and all motor carriers or shippers to whom the Principal may be legally liable for any of the damages herein described.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall pay or cause to be paid to motor carriers or shippers by motor vehicle any sum or sums for which the Principal may be held legally liable by reason of the Principal's failure faithfully to perform, fulfill, and carry out all contracts, agreements, and arrangements made by the Principal while this bond is in effect for the supplying of transportation subject to the ICC Termination Act of 1995 under license issued to the Principal by the Federal Motor Carrier Safety Administration, then this obligation shall be void, otherwise to remain in full force and effect.

The liability of the Surety shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penalty of the bond, but in no event shall the Surety's obligation hereunder exceed the amount of said penalty. The Surety agrees to fumish written notice to the Federal Motor Carrier Safety Administration forthwith of all suits filed, judgements rendered, and payments made by said Surety under this bond.

This bond is effective the <u>lst</u> day of <u>October</u>, <u>2013</u>, 12:01 a.m., standard time at the address of the Principal as stated herein and shall continue in force until terminated as hereinafter provided. The Principal or the Surety may at any time cancel this bond by written notice to the Federal Motor Carrier Safety Administration at its office in Washington, DC, such cancellation to become effective thirty (30) days after actual receipt of said notice by the FMCSA on the prescribed Form BMC-36, Notice of Cancellation Motor Carrier and Broker Surety Bond. The Surety shall not be liable hereunder for the payment of any damages herein before described which arise as the result of any contracts, agreements, undertakings, or arrangements made by the Principal for the supelying of transportation after the termination of this bond as herein provided, but such termination shall not affect the liability of the Surety hereunder for the payment of any such damages arising as the result of contracts, agreements, or arrangements, or arrangements made by the Principal for the Surety hereunder for the supplying of transportation prior to the date such termination becomes effective.

The receipt of this filing by the FMCSA certifies that a Broker Surety Bond has been issued by the company identified above, and that such company is qualified to make this filing under Section 387.315 of Title 49 of the Code of Federal Regulations. Falsification of this document can result in criminal penalties prescribed under 18 U.S.C. 1001.

FORM BMC-84 Page 1 of 2

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FORM BMC-84 Revised 05/20/2013

OMB No.: 2126-0017 Expiration: 01/31/2014

PRINCIPAL			SURETY		
Volume Logistic	cs, LLC		FCCI Insurance	e Company	
COMPANY NAME			COMPANY NAME		
The second	lia Hwy, Suite G	Gainesville	6300 Universit	y Pkwy	Sarasota
STREET ADDRESS		CITY	STREET ADDRESS		CITY
Georgia	30507	404-935-9074	Florida	34240	800-226-3224
STATE	ZIP CODE	TELEPHONE NUMBER	STATE	ZIP CODE	TELEPHONE NUMBE
			Cynthia Powell	Geeslin, Attorney-in	n-Fact
	(witness's signatur	re)	Ma	type or print witness?	7
				(affix Surety seal	

FORM BMC-84 Page 2 of 2



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

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

## SERVICE DATE

January 10, 2013

#### LICENSE MC-803405-B

#### U.S. DOT No. 2368035 VOLUME LOGISTICS LLC GAINESVILLE, GA

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 386). 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.

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Jeffrey L. Secriet, Chief Information Technology Operations Division

BPO

Form W-9 Request for Taxpayer (Rev. December 2014) Department of the Treasury Internal Revenue Service Identification Number and Certification								Give Form to the requester. Do no send to the IRS.					
	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.												
	Volume Logistics, LLC			_	-	1.1	_	-	<u></u>	1			
Je 2.	2 Business name/disregarded entity name, if different from above												
Print or type Specific Instructions on page	3 Check appropriate box for federal tax classification; check only one of the following seven boxes:         ✓ Individual/sole proprietor or       □ C Corporation       □ S Corporation       □ Partnership         ✓ single-member LLC         □ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership)         Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the the tax classification of the single-member owner.	Trust/est		certal instru Exem Exem code	n ent ction pt pa ption (if ar	tities, is on p ayee c n from ny)	not in page ode ( FAT	s appl ndivide 3): if any) CA re	oortir	see Ig			
4 0	Other (see instructions) ►     5 Address (number, street, and apt. or suite no.)	quester's r	name	and ad	dress	a (opti	ional)		- 22	-			
cif	5 Address (number, street, and apt. of suite no.)												
de	2415 Old Cornelia Hwy, Suite G												
See	o Gity, state, and zir codo												
ообрание и страна и стр									-				
	7 List account number(s) here (optional)		_				_						
Pa	rt I Taxpayer Identification Number (TIN)	- 1						_		-			
Ente	r your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid		al s	ecurity	num	ber	1		-	T			
back	your normal the appropriate boar the period of the period	a		- i -			-						
resid	ies, it is your employer identification number (EIN). If you do not have a number, see How to get a												
TIN	on page 3.	or											
	e. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 f	for Em	ploye	er ident	ifica	tion n	umb	er	_				
guid	elines on whose number to enter.	4	6	- 1	6	3	8	9	5	3			
Pa	rt II Certification								_	0000-			
Und	ler penalties of perjury, I certify that:												
1. T	The number shown on this form is my correct taxpayer identification number (or I am waiting for a I	number to	o be	issued	to n	ne); a	and						
2. I S	am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or to longer subject to backup withholding; and	have not	beer	n notifi	ed b	v the	Inte	rnal F ed m	leve e tha	nue at I ar			
3 1	am a LLS 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 Signature of hard line	
Sign Here U.S. person ► Maria Haven	vor

#### **General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted. Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

#### 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)

5 Date >

 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? on page 2.
- By signing the filled-out form, you:
- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- 2. Certify that you are not subject to backup withholding, or

3. 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. See What is FATCA reporting? on page 2 for further information.

Cat. No. 10231X