



Carrier Profile Page

Please complete the following form with as much information as possible and return along with all pages of the broker-carrier contract, your operating authority, W-9, insurance certificate and other endorsements.

Company Name:		
Legal Name:		
Physical Address-City, State, Zip:		
Remit to Address-City, State, Zip:		
Telephone #:		
Fax #:		
Dispatch contact:		
Primary Dispatch/Ops email:		
Operating Authority-MC #:		
SCAC code:		
Federal ID #:		
Factoring Company:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Name:		
Address:		
Contact:		
Telephone #:		
Fax #:		
Email:		
Are you hazmat certified?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Percentage drivers endorsed?		_____
Please check your services:		
Team Drivers	<input type="checkbox"/>	
GPS Tracking	<input type="checkbox"/>	
Local Delivery	<input type="checkbox"/>	
Hot Shot	<input type="checkbox"/>	
24 Hr Dispatch	<input type="checkbox"/>	
White Glove	<input type="checkbox"/>	

PLEASE RETURN COMPLETED PAGES TO EMAIL sourcing@versantsc.com OR FAX 901-322-2939

******Email all invoices to vsctransap@versantsc.com******

Equipment - Please check your Equipment types.

Category	Subcategory	Type	
Chassis			
Container			
Flatbed	Specialized		Air ride
	Standard		Aluminum
	Team Drivers		Double Drop
			Double Step
			Drop deck
			Hotshot / Minifloat
			ISO
			Multi-axle
			RGN
			Stretch
			Tri-Axle
Van	Dry		Air ride
	Refrigerated		Aluminum
	Specialized		Curtain Side
	Hopper		Double Drop
	Team Drivers		Drop
			High Cube
			Insulated
			Intermodal
			ISO
			Logistics
			Open Top
			Plate
			Pup
			Vented
			Lift Gate
Bob Truck			Lift Gate
Cargo Van			



CREDIT INFORMATION & REFERENCES

Versant Supply Chain Inc 4259 Delp Street Memphis, TN 38118 901.542.0610 ~ Telephone 901.322.2931 ~ Fax	DBA: Billing Address: Year Started: Web Address:	Versant Supply Chain Inc 4259 Delp Street Memphis, TN 38118 1999 www.versantsc.com
CONTACT: Kimberley Verna: President of Transportation Operations 901.601.3505 ~ Telephone 901.322.2934 ~ Fax	Federal ID Number: Motor Carrier #: Surety Bond: SCAC Code: FMC: OTI: D & B:	20-4125041 369285B 8255441 VSCC 01919NF 019197 11-551-5038

BANK REFERENCES

KeyBank, N.A. Brooklyn, Ohio 800-447-3817 ~ Telephone	Contact: Account Number:	Peter Leonard 329681306760
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TRADE REFERENCES

Jit-Ex 3344 Cazassa Road Memphis, TN 38118 Phone: 901-367-7405 Fax: 901-367-7445 Contact: Bobby Watts Email: bwatts@jit-ex.com	Forward Air 430 Airport Rd. Greenville, TN 37745 Phone: 423-636-7052 Fax: 423-636-7275 Contact: Carolyn Buck Email: cbuck@forwardair.com
XPO Air Charter 75 Remittance Dr Suite 1398 Chicago IL 60675-1398 Phone 888-277-7434 Contact: Kathy Little Email: aircharteracct@xpo.com	Air Charter Services 1055 RXR Plaza Uniondale NY 11556 Phone: 1-516-508-9718 Contact: Tiffany Duran Email: accounts@usa-aircharter.com
CBX Global HWY # 110 KM 1.6, CaribEx Bldg. Aguadilla, PR 00605 Phone: 787-658-7000 Fax: 787-658-7005 Contact: Nelson Orfila Email: norfila@caribex.com	Giltner Logistics 834 Falls Ave # 1220 Twin Falls, ID 83301 Phone: (208) 644-9090 Fax: 208-914-7175 Contact: Brian Wesson Email: bwesson@giltner.com
Assist, LLC 747 Port America Place #100 Grapevine, TX 76051 Phone: 682-651-9002 Fax: 817-796-2857 Contact: Boni Lucero Email: boni@assistllc-dfw.com	RTS Financial 8601 Monrovia St Lenexa, KS 66215 Phone: 1-800-506-7438 Fax: 913-310-2211 Contact: Pat Kellerman Email: credit@rtsfinancial.com



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

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

SERVICE DATE

November 29, 2011

DECISION

MC-369285

KATT WORLDWIDE LOGISTICS, INC.

MEMPHIS, TN

REENTITLED

VERSANT SUPPLY CHAIN, INC

On October 28, 2011, applicant filed a request to have the Federal Motor Carrier Safety Administration's records changed to reflect a name change.

It is ordered:

The Federal Motor Carrier Safety Administration's records are amended to reflect the carrier's name as VERSANT SUPPLY CHAIN, INC.

Within 30 days after this decision is served, the applicant must establish that it is in full compliance with the statute and the insurance regulations by having amended filings on prescribed FMCSA forms (BMC91 or 91X or 82 for bodily injury and property damage liability, BMC 34 or 83 for cargo liability, or a BMC 84 or 85 for property broker security and BOC-3 for designation of agents upon whom process may be served) submitted on its behalf. Copies of Form MCS-90 or other "certificates of insurance" are not acceptable evidence of insurance compliance. Insurance and BOC-3 filings should be sent to Federal Motor Carrier Safety Administration, 1200 New Jersey Ave., S.E., Washington, DC 20590.

The applicant is notified that failure to comply with the terms of this decision shall result in revocation of its operating rights registration, effective 30 days from the service date of this decision.

To verify that the applicant is in full compliance, call (202)358-7000 or visit our web site at: <http://li-public.fmcsa.dot.gov>. Any other questions regarding the action taken should be directed to (202)366-9805.

Decided: November 23, 2011

By the Federal Motor Carrier Safety Administration

Jeffrey L. Secrist, Chief
Information Technology Operations Division

NCA

**FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION
ACCEPTANCE REPORT**

USER ID: LEXINSCO
TRANSMISSION NUMBER: WEB91061
TRANSMITTED ON: 01/04/2012 09:13:24
COMPANY NAME: LEXON INSURANCE COMPANY
SUBMITTED BY: LEXON INSURANCE COMPANY (25838-00)

Docket	Form/Type	Policy Number	Effective Date	Action
FF-6414	BMC-84/SURETY	7721175	01/04/2012	ACCEPTED

Values in FMCSA Licensing & Insurance Database:

Legal Name: VERSANT SUPPLY CHAIN, INC
Address: 4105 S MENDENHALL ROAD
MEMPHIS TN US 38115

91X Coverage(Type/Max/Underlying):

Docket	Form/Type	Policy Number	Effective Date	Action
MC-369285	BMC-84/SURETY	7721174	01/04/2012	ACCEPTED

Values in FMCSA Licensing & Insurance Database:

Legal Name: VERSANT SUPPLY CHAIN, INC
Address: 4105 SOUTH MENDENHALL
MEMPHIS TN US 38115

91X Coverage(Type/Max/Underlying):

Total: 2

Run Date: 01/04/12
Run Time 09:13

Page 1 of 2

Data Source: Licensing & Insurance
li_accept

Request for Taxpayer Identification Number and Certification

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

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

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. Versant Supply Chain Inc.	
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 checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► 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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 4259 Delp Street	Requester's name and address (optional)
6 City, state, and ZIP code Memphis, TN 38118	
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.

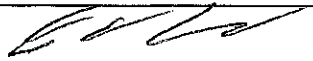
Social security number								
			-					
or								
Employer identification number								
2	0	-	4	1	2	5	0	4 1

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ► 8/23/23
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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.

Request for Certificate of Insurance

Please Issue a Certificate of Insurance to:

Versant Supply Chain
4259 Delp Street
Memphis, TN 38118

901-542-0610 phone
901-322-2939 fax
sourcing@versantsc.com

This is for your insured:

Driver will not be dispatched on load until this is received in our office.

BROKER / CARRIER AGREEMENT

THIS AGREEMENT is made and entered into on _____, 20 __, by and between Versant Supply Chain, Inc. whose principal place of business is located at 4259 Delp Street Memphis TN, 38118 hereafter "BROKER"; and _____ (Carrier name & address), hereafter "CARRIER".

WHEREAS, BROKER is duly licensed to engage in interstate or foreign commerce as a Broker in arranging for the transportation by motor vehicle of general commodities (except household goods) under BROKER'S license number MC369285; and,

WHEREAS, CARRIER is authorized to operate as a motor carrier by the Federal Motor Carrier Safety Administration ("FMCSA") DOT Permit MC # _____, (a copy of which is attached and made a part hereof); and further, has satisfied all insurance requirements of 49 CFR §387 (as evidenced by a copy of a certificate of insurance attached and made a part hereof).

WHEREAS, BROKER intends to arrange for loads of freight to be carried by CARRIER, and the Parties do intend, understand and agree that Broker shall in all transactions between the parties serve as an independent contractor and Property Broker as defined at 49 U.S.C. § 13102 (2), and not as a carrier or employer of CARRIER.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1.) **RELATIONSHIP OF PARTIES.** The relationship of CARRIER to BROKER is that of an independent contractor. By this Agreement the Parties do not intend to provide for division of profits between CARRIER, BROKER and/or any Shipper, or to clothe BROKER and/or any Shipper with joint control over CARRIER's performance of the Services, or otherwise to create a *de facto* or *de jure* joint venture, joint enterprise or partnership between CARRIER, BROKER and/or any Shipper. Under no circumstances shall employees or agents of CARRIER be under the control of BROKER, but said employees will be provided information with which to perform pick-up and delivery of lading by all means and methods under the exclusive control of CARRIER. Carrier warrants that it will not violate any applicable law, rule or regulations to meet freight transit or time guidelines requested by Broker. Carrier has the right to stop a load or refuse transit of any shipment tendered by Broker if the transportation of such shipment involves a violation of the law, safety rules, or regulations. In performing all Services, CARRIER's employees shall not be deemed employees or agents of BROKER or Shipper, nor shall BROKER or Shipper be liable for any wages, fees, payroll taxes, assessments or other expenses relating to employees or agents of CARRIER.

2.) **BILLS OF LADING AND FREIGHT BILL:** CARRIER shall pick up merchandise at point of origin(s) and deliver at point of destination(s) at time specified by BROKER, and delivery shall be made by CARRIER as specified in the bill of lading or other shipping documents which shall be picked up with the commodities transported, and shall be completed upon delivery at point of destination to reflect delivery. CARRIER shall provide a completed bill of lading to BROKER accompanying freight bill and rate and load confirmation within ten (10) days of the delivery of each shipment, and time is of the essence in providing such documents. Each bill of lading must be signed with a legible signature by the CARRIER's driver at time of pick up and be signed by consignee at time of delivery for accurate documentation and proper payment by BROKER to

CARRIER. SHIPPER's or CARRIER's insertion of BROKER's name on the bill of lading shall be for convenience only and shall not change BROKER's status as a property broker. The terms and conditions of any freight documentation, to include the bill of lading, used by BROKER, SHIPPER OR CARRIER may not supplement, alter, or modify the terms of this Agreement. CARRIER's acceptance of any shipment, or signature on the bill of lading, shall signify that the number of pieces shown on the bill of lading is correct and that the lading is in good condition at the time of receipt and delivery, and CARRIER acknowledges that CARRIER has the right and responsibility to inspect all loads before signing for them regardless of whether CARRIER, or other third parties, loaded or otherwise prepared the load(s) to be transported by CARRIER.

3.) SERIES OF SHIPMENTS AND NON-EXCLUSIVITY: The Parties agree that this document shall govern a series of shipments over the term of this Agreement and that this Agreement does not bind either party to the exclusive service of the other.

4.) INSURANCE (CARGO & LIABILITY): CARRIER represents and warrants that it has and shall maintain, at its sole cost and expense, liability insurance with a reputable and financially responsible insurance carrier insuring CARRIER against liability for personal injury, death and property damage in an amount not less than \$1,000,000 per occurrence; and, claims, damage or loss of freight in an amount not less than \$100,000 per occurrence, and any additional insurance, to include Workers Compensation, that may be required by applicable law over the term of this Agreement.

Cargo liability shall begin at the time cargo is loaded upon CARRIER'S equipment at the point of origin, and continue until said cargo is delivered to the designated consignee, or to any intermediate stop-off party. The liability shall be for the full invoice value of the item(s), notwithstanding any language to the contrary in any rules tariff or other documents. Carrier shall cause their insurer to issue insurance certificates to BROKER which shall name BROKER as an additional insured under all policies and shall require the insurance provider to give BROKER twenty (20) days written notice of cancellation or modification of coverage. Carrier's insurance will be deemed primary in the event of loss or damage. Carrier waives all rights of recovery against BROKER and agrees to indemnify BROKER and Shipper to the extent any losses, claims, or damages are not covered by CARRIER's insurance because of deductibles, the inadequacy of policy limits, policy limitations or exclusions, or failure to maintain or preserve coverage as required by this Agreement or by policy terms.

5.) CARGO CLAIMS: BROKER, on behalf of Shipper, or by assignment of interest from Shipper, will submit to CARRIER written notice of any cargo claim within ten (10) months of the delivery date of the cargo, or, if no delivery is made, the date of the occurrence resulting in the claim. The filing, processing and disposition of cargo claims by CARRIER will be governed by 49 C.F.R. Part 370, except that CARRIER warrants that all claims filed according to such regulations shall be acknowledged within thirty (30) days and paid or declined within sixty (60) days of filing. The value of property for cargo claim purposes will be the amount declared (which will be deemed to be the invoice value), but if no amount is declared, the value will be the actual cash value of the property lost or damaged at the time the loss or damage occurred, including freight charges. CARRIER agrees and warrants that no released rates or liability limitations will apply to any shipment transported by CARRIER under this Agreement, notwithstanding any provision to the contrary in any other document. CARRIER's indemnification liability for freight loss and damage

claims, when determined, 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 provisions of any other provision herein.

In all instances wherein BROKER presents cargo loss or damage claims on behalf of Shipper, CARRIER agrees to make all payments for such claims in the name of Shipper; and, in all instances wherein BROKER presents claims to CARRIER with proof of assignment of interest of such claims from Shipper, CARRIER agrees to make all payments on such claims directly to and in the name of BROKER.

6.) INDEMNITY: CARRIER agrees to indemnify, defend, release, and hold BROKER, SHIPPER and the beneficial owner of the freight being transported harmless from and against all liability, costs and expense, to include reasonable attorney fees, for loss or damage to property and/or injury to or deaths of persons when alleged in any formal demand or lawsuit, or subsequently proven as a matter of law to be arising or resulting, directly, or indirectly, from any acts or omissions of CARRIER, its agents, subcontractors, employees, or invitees associated with or arising out of this Agreement, or any decision of any court of law or equity construing this Agreement or the acts or omissions arising out of this Agreement in such a manner as to hold BROKER responsible for duties or liability consistent with that of a Carrier.

7.) SUB-CONTRACT PROHIBITION: CARRIER specifically agrees that all freight tendered to CARRIER by BROKER shall be transported on equipment operated only under the authority of CARRIER, and that the CARRIER shall not, in any manner, sub-contract with a further Carrier or Broker, or in any other manner arrange for the freight to be transported by a third party without the written and signed consent of BROKER. Should CARRIER violate this provision, in addition to any other remedies to which BROKER might be entitled, CARRIER agrees to pay any and all charges relating to the movement of the shipment, and to indemnify and hold harmless BROKER and its customers from any and all freight charges claimed to be owed to the underlying motor Carrier who subsequently transported the load originally provided to CARRIER by BROKER. Carrier also agrees to be responsible for and pay or otherwise resolve any cargo, personal injury, or property claims that may arise in connection with a violation of this paragraph pursuant to 49 U.S.C Section 14706, just as if CARRIER had maintained possession of the freight at time of loss or damage.

8.) BACK SOLICITATION: CARRIER shall not solicit freight from any shipper, consignor, consignee, or customer of BROKER. If CARRIER "back solicits" any shipper, consignor, consignee, or customer of BROKER, BROKER is then entitled to be paid an amount equal to twenty percent (20%) of revenue charged, earned or to which CARRIER is otherwise entitled with respect to such loads. Termination of this contract shall not affect the enforceability and applicability of the foregoing provisions for a period of one year from termination.

9.) CARRIER PAYMENT AND DISCLAIMER OF FIDUCIARY OR TRUST RELATIONSHIP: CARRIER shall be paid the freight charges for the transportation services rendered by CARRIER pursuant to this agreement, and confirmed by a rate and load confirmation. In addition to the bill of lading and freight bill, CARRIER must provide BROKER the rate and load tender/confirmation for payment. BROKER shall pay Carrier the confirmed rate within forty-five (45) days of receipt of the accurate and properly completed bill of lading, freight bill and the rate and load

tender/confirmation. CARRIER IS RELYING UPON THE CREDITWORTHINESS OF BROKER, AND NOT SHIPPER OR BENEFICIAL OWNER, AND RELEASES AND WAIVES ANY CLAIM AGAINST SHIPPER, CONSIGNOR, CONSIGNEE, OR OTHER BENEFICIAL OWNER FOR FREIGHT CHARGES, AND AGREES TO SEEK PAYMENT FOR FREIGHT CHARGES FROM BROKER ONLY. CARRIER SHALL MAKE NO CLAIM NOR ASSERT ANY LIEN AGAINST ANY PARTY OTHER THAN BROKER FOR PAYMENT OF ANY AND ALL FREIGHT CHARGES DUE TO CARRIER AS THE RESULT OF LOADS TRANSPORTED AT THE DIRECTION OF BROKER. CARRIER assigns to BROKER all its rights to collect freight charges from Shipper or any responsible third party on receipt of payment from BROKER. CARRIER hereby acknowledges that it claims no fiduciary relationship, trust or claim of constructive trust in its transactions with BROKER, and CARRIER waives the requirement under any applicable statute or regulation for BROKER to maintain a trust account or be subject to any trust obligations in respect of moneys owed to CARRIER hereunder. BROKER agrees to pay CARRIER's invoice within forty-five (45) days of

receipt of the bill of lading or proof of delivery, provided CARRIER is not in default under the terms of this Agreement. Compensation to be paid to CARRIER under this Agreement may be withheld in whole or in part by BROKER to satisfy unpaid advances, claims or shortages arising out of CARRIER's performance of this Agreement, to specifically include any cargo claims paid by BROKER to Shipper and any deductibles of CARRIER's insurance payments, provided BROKER has made demand and CARRIER has failed to pay within ninety (90) days of demand without valid reason.

10.) TERM: The term of this agreement shall be for one (1) year and shall automatically renew for an additional one (1) year period; provided, however that this Agreement may be terminated at any time giving ninety (90) days prior written notice to the other party.

11.) COMPLIANCE WITH LAWS AND AGREEMENT: CARRIER shall comply with all federal, state, and local laws in the performance of its obligations under this Agreement. Carrier agrees that the terms and conditions of this Agreement shall apply on all shipments transported for BROKER, and that the terms in any tariff or other document which is inconsistent with this Agreement shall be subordinate to the terms of this Agreement. CARRIER waives any rights or remedies under Title 49 U.S.C., Subtitle IV, Part B, to the extent they conflict with this Agreement.

12.) CARRIER SAFETY FITNESS: BROKER and CARRIER recognize the need to establish a reasonable mutual process for achieving BROKER's duty to assure that CARRIER is operating in a safe manner at the time of each dispatch of loads offered to CARRIER by BROKER. As a part of establishing this process, BROKER and CARRIER have considered the following operative facts in their consideration of CARRIER's current and future safety fitness and an equitable manner in which to assign CARRIER's responsibility for determining whether an owner or operator is fit to operate commercial motor vehicles safely, and to make such final safety fitness determinations readily available to the public.

a) FMCSA has issued the new 49 U.S.C. § 31144) and regulation (49 CFR § 385.1) responsibility for determining whether an owner or operator is fit to operate commercial motor vehicles safely, and to make such final safety fitness determinations readily available to the public.

b) FMCSA has initiated CSA 2010, which includes a Safety Management System (SMS), as a replacement for its former SafeStat, and as of the execution of this Agreement, is in the process of collecting safety data on all U.S. registered carriers. However, because of

developmental issues with this new system, including incomplete data on more than the majority of all U.S. registered carriers, and other reasons, FMCSA has posted instruction to all users of SMS, *“Readers should not draw conclusions about a carrier’s overall safety condition simply based upon the data displayed in the system (SMS). Unless a motor carrier in the SMS has received an UNSATISFACTORY safety rating pursuant to 49 CFR Part 385, or has otherwise been ordered to discontinue operations by FMCSA, it is authorized to operate on the nation’s roadways.”*

- c) At least one recent (11-04-11) study of SMS measurement categories (BASIC Scores) has concluded that it found no meaningful statistical relationship between actual accident frequency and BASIC scores for Unsafe Driving, Fatigued Driving or Driver Fitness, and that they may in fact provide misleading information.
- d) At the time of this Agreement, more than 50% of all U.S. registered carriers have no scores within the SMS BASIC scores, and each carrier that has scores is rated relative to a peer group which frequently changes and does not accurately reflect the real-time safety worthiness of each carrier within the peer group due to the ongoing development of SMS.

Having fully considered all the above, BROKER and CARRIER have reached a good faith belief that reference to SMS BASIC scores as an exclusive determinant of CARRIER’s safety fitness could be construed as partial or complete failure to properly assess CARRIER’s actual safety fitness during the term of this Agreement. Having so agreed, BROKER and CARRIER do hereby agree to the following process for reasonable due diligence by BROKER as to CARRIER’s safety fitness prior to each transaction wherein BROKER selects CARRIER for transporting any load managed by BROKER:

CARRIER hereby warrants to BROKER that it does not have an UNSATISFACTORY or UNFIT Safety Rating and will notify BROKER within 24 hours, should FMCSA rate CARRIER as UNSATISFACTORY or UNFIT, and shall not accept any offered load from BROKER at any time during which CARRIER is rated as UNSATISFACTORY or UNFIT. CARRIER shall not accept a load from BROKER during anytime that CARRIER has been rated as UNSATISFACTORY or UNFIT.

13.) WAIVER AND AMENDMENT: No provisions of this Agreement shall be deemed waived or amended except by a written instrument signed by each of the parties. Waiver of any matter shall not be deemed a waiver of the same or any other matter on any future occasion.

14.) ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and there are no other representations, warranties or agreements, written or oral, between BROKER and CARRIER with respect to the subject matter of this Agreement.

15.) SEVERABILITY AND DISPUTE RESOLUTION: In the event that the operation of any portion of this Agreement results in a violation of any law, the parties agree that such portion shall be severable and that the remaining provision of this Agreement shall continue in full force and effect. All civil actions filed as a result of disputes arising out of this agreement must be filed in the court of proper jurisdiction in Memphis, Shelby County, Tennessee, and the laws of the State of Tennessee, or applicable federal law shall apply. Carrier agrees that this Agreement has been negotiated and executed within Shelby County, Tennessee, and that Carrier’s agreement to submit

to the venue and jurisdiction of the state and federal courts located within Shelby County, Tennessee is for good and valuable consideration and after consideration of all alternative venues and choice of law.

IN WITNESS WHEREOF, The parties hereto have executed these presents the day and year first herein above written.

BROKER-ACCEPTED AND AGREED:

CARRIER -ACCEPTED AND AGREED:

Versant Supply Chain, Inc.
4259 Delp Street
Memphis TN, 38118

NAME:

Carrier;_____

ADDRESS:_____

CITY/ST/ZIP:_____

BY:_____

BY:_____

TITLE:_____

TITLE:_____

DATE:_____

DATE:_____