



Dear Valued Carrier:

Below you will find a list of documents we need in order to approve you as a carrier to haul Van Groningen and Sons produce.

- 1) - Carrier Profile (Page 2)
- 2) - Signed Contract
- 3) - Copy of Signed W9 Form
- 4) - Copy of Your Operating Authority
- 5) - Insurance Certificate (\$750,000 Auto Liability + \$100,000 Cargo Insurance)

Make Certificate to:

Van Groningen & Sons, Inc
15100 S Jack Tone Road
Manteca, CA 95336

NOTE: We must have copies of the above documents in order to pay for any services provided.

EMAIL: VeronicaR@vgandsons.com

FAX: 1 - 888 - 611 - 0032

When a load is completed please mail original to:

Van Groningen & Sons, Inc
15100 South Jack Tone Road
Manteca, CA 95336

- Invoice
- BOL/POD
- Lumper Receipt
- Van Groningen rate conf.

VAN GRONINGEN AND SONS, INC

Phone: 209-982-5248 Fax: 888-265-1167 Email: dispatch@vgandsons.com



OPERATING INFORMATION

ICC/MC NUMBER	
US DOT #	
CA #	
SCAC CODE	
FEDERAL TAX ID	

COMPANY INFORMATION

CARRIER NAME	
PHYSICAL ADDRESS	
MAILING ADDRESS	
CITY	
STATE	
ZIP	
CONTACT NAME	
PHONE NUMBER	
AFTER HOURS	
CELL PHONE	
FAX	
EMAIL ADDRESS	

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SHIPPER/CARRIER AGREEMENT

This Agreement shall govern the services provided by _____, a licensed motor carrier pursuant to Docket No. MC-_____ (hereinafter referred to as "Carrier") and VAN GRONINGEN & SONS, INC. (hereinafter referred to as "Shipper").

1. Carrier agrees to transport a series of interstate shipments for Shipper pursuant to carrier load confirmation sheet(s) included herewith or subsequently incorporated by reference.

2. Shipper shall pay Carrier for services rendered in an amount equal to the rates and accessorial charges agreed to on Shipper's load confirmation sheet or other signed writing. All rates are to be negotiated in writing via email/text or fax such rates will be considered "confirmed" and shall be binding, upon CARRIERS invoice to SHIPPER. Any rates that are not agreed upon in writing are not considered binding. Any accessorial including but not limited to detention that is not agreed upon in writing via rate confirmation or email/text will not be considered binding. Carrier must submit proof of delivery with invoices to Shipper. Payment terms shall be thirty (30) days from receipt. Missing Lumper Receipts- There is a 30 Grace period from the date of invoice. Missing lumper after 30 days will no longer be valid.

3. You must report all paid lumpers within 24 hours of delivery to receive reimbursement. All Costco deliveries must report delivery sticker within 24 hours of delivery to eliminate issues.

4. Invoices with missing signatures/ missing bill of lading's will be placed on hold, and released upon payment of customer.

5. Carrier warrants to Shipper that it meets the following criteria: (a) Carrier shall maintain all risk cargo insurance in the amount of not less than \$200,000.00 per shipment; (b) Carrier shall maintain public liability insurance in the amount of not less than \$750,000.00 as required by federal regulation (BMC-91 on file); (c) Carrier shall maintain workers compensation insurance as required by state law; (d) Carrier shall agree to provide certificates of insurance upon request; (e) Carrier shall maintain satisfactory U.S. DOT safety ratings and are otherwise authorized to provide the proposed services; and (f) Carrier shall be in compliance with all applicable laws. Governing Rules. The following rules shall apply: (a) The terms of the standard truckload bill of lading

6. Governing Rules. The following rules shall apply: (a) The terms of the standard truckload bill of lading and Carrier's Service Conditions (see http://www.transportationlaw.net/pdf/bill_of_lading_back.pdf (b) Standard claims rules otherwise applicable to common carriers (49 C.F.R. §370); (c) Cargo claims liability as set forth in the Carmack Amendment (49 U.S.C.14706); (d) Destination market value for lost or damaged cargo, no special or consequential damages unless by §14706); (d) Destination market value for lost or damaged cargo, no special or consequential damages unless by special agreement; and (e) Claims will be filed with Carrier by Shipper.

7. Release Rates. All shipments shall be subject to a maximum cargo liability of \$5.00 per pound, subject to a \$200,000 per truckload maximum, unless by special written agreement.

8. Shipping Document Execution. Carriers are to be named on the bill of lading as the "carrier of record." In no event will Carrier broker services under this Agreement to any other carrier without prior written approval from Shipper.

9. Indemnification. Carrier agrees to indemnify and hold Shipper harmless from any claims or loss caused solely by any act or omission of Carrier, its employees or agents in the performance of this Agreement or the services provided hereunder.

10. Law and Integration. This written Agreement and governing rules, together with any load confirmation, contain the entire agreement between the parties and may only be modified by signed written agreement. General principles of federal transportation law shall apply.

11. This Agreement shall be for the period of one (1) year and shall be automatically renewed unless canceled. Either party may terminate this Agreement upon fifteen (15) days written notice.

CARRIER - _____

SHIPPER – **VAN GRONINGEN AND SONS, INC**

SIGN - _____

SIGN - _____

PRINTED NAME - _____

PRINTED NAME - _____

TITLE - _____

TITLE - _____



