



ACV FREIGHT
TRUSTED TRANSPORTATION

CUSTOMER PACKET



5007 W Wavecrest Cir. Wichita, KS 67205



(316) 910- 0950 • (316) 330-6823 FAX



acvfreight@gmail.com



www.acvfreight.com

MC:1529429

DOT:4041466

WELCOME TO ACV FREIGHT!

ACV Freight is a trusted leading brokerage company committed to reliable and cost effective transportation. Our commitment to you is we manage the logistic details so you don't have to. Leaving you with an efficient and hassle free experience.

We use a network of carriers that we heavily vet and approve by our compliance team. We are a fully licensed, bonded, and insured transportation brokerage company.

PROFESSIONAL CLIENT PORTAL

Gives you access to book and track shipments in real time.

You can be as involved or not involved as you want.

MISSION STATEMENT

Our mission is to provide our customers with the benefits of a comprehensive and trusted freight company.

A professional brokerage ready to work hard for you!

COMPLETE & RETURN

[Customer Profile](#) | [Broker- Customer Agreement](#)

KEEP FOR YOUR RECORDS

[Operating Authority](#) | [Certificate of Insurance](#) | [Certificate of Bond](#) | [W-9](#)
| [NOA & ACH Instructions](#) | [Sample Invoice](#)

ACCOUNTING CONTACTS



(316) 910- 0950 • (316) 330-6823 FAX



acvfreight@gmail.com

CUSTOMER PROFILE

DATE

COMPANY NAME

ADDRESS

PHONE

CONTACT NAME

POSITION

EMAIL

ADDRESS

if different

PHONE

A/P CONTACT

if different

EMAIL

PHONE

1. ACV FREIGHT BROKER-CUSTOMER TRANSPORTATION AGREEMENT

THIS AGREEMENT, "Agreement", made and intended to be effective _____, by and between ACV Freight LLC., having offices at Wichita, Kansas, (BROKER), and _ having offices at _____ (CUSTOMER), collectively, the "PARTIES".

RECITALS

A. **WHEREAS** BROKER is licensed as a Property Broker by the Federal Motor Carrier Safety Administration (FMCSA) under USDOT No. 4041466, or by appropriate State agencies, and as a licensed broker, arranges for freight transportation. A copy of BROKER's authority and a copy of BROKER's Surety Bond or trust fund agreement will be provided on request of CUSTOMER; and

B. **WHEREAS** CUSTOMER, to satisfy some of its transportation needs, desires to utilize the services of BROKER to arrange for transportation of CUSTOMER's freight.

NOW THEREFORE, intending to be legally bound, BROKER and CUSTOMER agree as follows:

AGREEMENT

1. TERM. Subject to paragraph 11, the term of this Agreement shall be one (1) year, commencing on the date first mentioned above, and shall automatically renew for successive one year periods; provided, however, **that either Party may terminate this Agreement at any time** written notice to the other Party, with or without cause, or as otherwise provided in this Agreement.

2. SERVICE. BROKER agrees to arrange for transportation of CUSTOMER's freight pursuant to the terms and conditions of this Agreement and in compliance in all material respects with all federal, state and local laws and regulations relating to the brokerage of the freight covered by this Agreement. BROKER's responsibility under this Agreement shall be limited to arranging for, but not actually performing, transportation of CUSTOMER's freight. The PARTIES may, upon written mutual agreement, include additional service terms to be attached as Appendix A.

3. VOLUME.

A. CUSTOMER agrees to tender certain shipments to BROKER, and BROKER agrees to arrange for the transportation of said shipments. CUSTOMER is not restricted from tendering freight directly to motor carriers or other freight brokers. BROKER is not restricted from arranging transportation for other parties.

- B. CUSTOMER shall be responsible to BROKER for timely and accurate delivery instructions and description of the cargo, including any special handling requirements, for any shipment.

4. **FREIGHT CARRIAGE.** BROKER warrants that it has entered into, or will enter into, bilateral contracts with each carrier it utilizes in the performance of this Agreement. BROKER further warrants that those contracts comply with all applicable federal and state regulations and shall include substantially the following provisions:

- A. Carrier shall agree that its liability for cargo loss or damage shall be no less than that of a Common Carrier as provided for in 49 USC § 14706 (the Carmack Amendment). Exclusions in Carrier's insurance coverage shall not exonerate Carrier from this liability.
- B. Carrier shall agree to maintain at all times during the term of the contract, insurance coverage with limits not less than the following:

General Liability/Property Damage - \$1,000,000

Auto Liability -	\$1,000,000/\$5,000,000	for
		hazardous materials
Cargo Liability -	\$100,000	

Worker's Compensation – as required by law.

BROKER shall verify that each carrier it utilizes in the performance of this Agreement has insurance coverage as defined above.

- C. Carrier shall agree that the provisions contained in 49 CFR § 370.1 et seq. shall govern the processing of claims for loss, damage, injury or delay to property and the processing of salvage.
- D. Carrier shall authorize BROKER to invoice CUSTOMER for services provided by the Carrier. Carrier shall further agree that BROKER is the sole party responsible for payment of its invoices and that, under no circumstance, will Carrier seek payment from the shipper, consignee or BROKER's customer.
- E. Carrier shall agree that, at no time during the term of its contract with BROKER, shall it have an "Unsatisfactory" or "Conditional" safety rating as determined by the Federal Motor Carrier Safety Administration (FMCSA). If Carrier receives an Unsatisfactory or Conditional safety rating, it shall immediately notify BROKER. BROKER shall not knowingly utilize any carrier with an unsatisfactory safety rating in the performance of this Agreement. BROKER will require additional investigation if Carrier receives a conditional rating.

F. Carrier shall agree that the terms and conditions of its contract with BROKER shall apply on all shipments it handles for BROKER. Any terms in a tariff that are referenced in the carrier contract which are inconsistent with the contract shall be subordinate to the terms of the contract

G. Carrier shall expressly waive all rights and remedies under Title 49 U.S.C. § 14101(b) to the extent they conflict with the contract.

5. **RECEIPTS AND BILLS OF LADING.** If requested by CUSTOMER, BROKER agrees to provide CUSTOMER with proof of acceptance and delivery of such loads in the form of a signed Bill of Lading or Proof of Delivery, as specified by CUSTOMER. CUSTOMER's insertion of BROKER's name on the bill of lading shall be for CUSTOMER convenience only and shall not change BROKER's status as a property broker. CUSTOMER understands that even when, for CUSTOMER's convenience, BROKER is listed on the bill of lading, BROKER is not a motor carrier and will not perform transportation of freight. The terms and conditions of any freight documentation used by BROKER or carrier selected by BROKER may not supplement, alter, or modify the terms of this Agreement.

6. **PAYMENTS.** BROKER shall invoice CUSTOMER for its services in accordance with the written rate confirmation and any accessorial or other charges effective at the time of the shipment as set forth on BROKER'S website (www.acvfreight.com), and any written supplements or revisions that are mutually agreed to between the PARTIES. If rates are negotiated between the PARTIES and not otherwise confirmed in writing, such rates shall be considered "written," and shall be binding, upon BROKER's invoice to CUSTOMER and CUSTOMER's payment to BROKER. CUSTOMER agrees to pay BROKER's invoice within thirty days of invoice date without deduction or setoff. BROKER shall apply payment to the amount due for the specified invoice, regardless whether there are earlier unpaid invoices. Payment of the freight charges to BROKER shall relieve CUSTOMER, Consignee or other responsible party of any liability to the carrier for non-payment of its freight charges; and BROKER hereby covenants and agrees to indemnify CUSTOMER, Consignee or other responsible party against such liability.

7. **CLAIMS.**

A. **Freight Claims:** CUSTOMER must file claims for cargo loss or damage with BROKER within sixty (60) days from the date of such loss, shortage or damage, which for purposes of the Agreement shall be the delivery date or, in the event of non-delivery, the scheduled delivery date. CUSTOMER must file any civil action against BROKER in a Court of Law within two (2) years from the date the carrier or BROKER provides written notice to CUSTOMER that the carrier has disallowed any part of the claim in the notice. Carriers utilized by BROKER shall agree in writing with BROKER to be liable for cargo loss or damage as outlined in paragraph 4.b above. BROKER's and carriers' cargo liability for any one shipment shall not exceed \$100,000, unless BROKER is notified by CUSTOMER of the increased value prior to shipment pickup and with reasonable advance notice to allow BROKER and/or the carrier to procure additional insurance coverage. It is understood and

agreed that the BROKER is not a Carrier and that the BROKER shall not be held liable for loss, damage or delay in the transportation of CUSTOMER 's property unless caused by BROKER's negligent acts or omissions in arranging for transportation of CUSTOMER's freight pursuant to this Agreement. BROKER shall assist CUSTOMER in the filing and/or processing of claims with the Carrier. If payment of claim is made by BROKER to CUSTOMER, CUSTOMER automatically assigns its rights and interest in the claim to BROKER so as to allow BROKER to subrogate its loss. In no event shall BROKER or BROKER's Carrier be liable to CUSTOMER or anyone else for special, incidental, or consequential damages that relate to loss, damage or delay to a shipment, unless CUSTOMER has informed BROKER in written or electronic form, prior to or when tendering a shipment or series of shipments to BROKER, of the potential nature, type and approximate value of such damages, and BROKER specifically agrees in written or electronic form to accept responsibility for such damages.

- B. **All Other Claims:** The PARTIES shall notify each other within sixty (60) days of learning of any claims other than cargo loss or damage claims, and shall file any such claims with the other Party within sixty (60) days from the date of notice. Civil action, if any, shall be commenced in a Court of Law within two (2) years from the date either Party provides written notice to the other Party of such a claim.

8. **INSURANCE.** BROKER agrees to procure and maintain at its own expense, at all times during the term of this Agreement, the following insurance coverage amounts:

A. Comprehensive general liability insurance covering bodily injury and property damage	\$1,000,000
B. Contingent Cargo Insurance	\$100,000
C. Auto Liability	\$1,000,000

BROKER shall submit to CUSTOMER a certificate of insurance as evidence of such coverage and will name CUSTOMER as "Certificate Holder" upon request.

9. **SURETY BOND.** BROKER shall maintain a surety bond or trust fund agreement in the amount of \$75,000 and furnish CUSTOMER with proof upon request.

10. **HAZARDOUS MATERIALS.** CUSTOMER and BROKER shall comply with all applicable laws and regulations relating to the transportation of hazardous materials as defined in 49 CFR §172.800 and §173 et seq. to the extent that any shipments constitute hazardous materials. CUSTOMER is obligated to inform BROKER immediately if any such shipments do constitute hazardous materials. CUSTOMER shall defend, indemnify and hold BROKER harmless from any penalties or liability of any kind, including reasonable attorney fees, arising out of CUSTOMER's failure to comply with applicable hazardous materials laws and regulations.

11. **DEFAULT.** Both parties will discuss any perceived deficiency in performance and will promptly endeavor to resolve all disputes in good faith. However, if either party materially fails to perform its duties under this Agreement, the party claiming default may terminate this Agreement on 10 (ten) days written notice to the other Party. CUSTOMER shall be responsible to pay BROKER for any services performed prior to the termination of this Agreement and for shipments not yet completed and/or not yet invoiced to CUSTOMER.

12. **ASSIGNMENT/MODIFICATIONS OF AGREEMENT.** Neither party may assign or transfer this Agreement, in whole or in part, without the prior written consent of the other party. No amendment or modification of the terms of this Agreement shall be binding unless in writing and signed by the PARTIES.

13. **SEVERABILITY/SURVIVABILITY.** In the event that the operation of any portion of this Agreement results in a violation of any law, or any provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the Parties agree that such portion or provision shall be severable and that the remaining provisions of the Agreement shall continue in full force and effect. The representations and obligations of the PARTIES shall survive the termination of this Agreement for any reason.

14. **INDEPENDENT CONTRACTOR.** It is understood between BROKER and CUSTOMER that BROKER is not an agent for the Carrier or CUSTOMER and shall remain at all times an independent contractor. CUSTOMER does not exercise or retain any control or supervision over BROKER, its operations, employees, or carriers.

15. **NONWAIVER.** Failure of either party to insist upon performance of any of the terms, conditions or provisions of this Agreement, or to exercise any right or privilege herein, or the waiver of any breach of any of the terms, conditions or provisions of this Agreement, shall not be construed as thereafter waiving any such terms, conditions, provisions, rights or privileges, but the same shall continue and remain in full force and effect as if no forbearance or waiver had occurred.

16. **NOTICES.** Unless the PARTIES notify each other in writing of a change of address, any and all notices required or permitted to be given under this Agreement shall be in writing (or fax with machine imprint on paper acknowledging successful transmission) and shall be addressed as follows:

(BROKER)
ACV FREIGHT LLC.

5007 W Wavecrest Cir.
Wichita, KS 67205
Phone: 316 210 8559

(CUSTOMER)

Company:

Attn:

Address:

Phone:

17. **FORCE MAJEURE.** Neither Party shall be liable to the other for failure to perform any of its obligations under this Agreement during any time in which such performance is prevented by

fire, flood, or other natural disaster, war, embargo, riot, civil disobedience, or the intervention of any government authority, or any other cause outside of the reasonable control of the CUSTOMER or BROKER, provided that the Party so prevented uses its best efforts to perform under this Agreement and provided further, that such Party provide reasonable notice to the other Party of such inability to perform.

18. **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 North Carolina without giving effect to any choice or conflict of law provision or rule that would cause the laws of any other jurisdiction to apply. Any action filed by either party shall be filed only in a state or federal court embracing Rutherford County, North Carolina, and the Parties irrevocably consent to the exercise of personal jurisdiction by those courts.

19. **CONFIDENTIALITY.** BROKER shall not utilize CUSTOMER's name or identity in any advertising or promotional communications without written confirmation of CUSTOMER's consent and the PARTIES shall not publish, use or disclose the contents or existence of this Agreement except as necessary to conduct their operations pursuant to this Agreement. BROKER will require its carriers and/or other brokers to comply with this confidentiality clause.

20. **BACK SOLICITATION.** CUSTOMER shall not solicit the services of BROKER's motor carriers where the CUSTOMER's use of such carrier first occurred through the BROKER's efforts. If the CUSTOMER breaches this provision of this AGREEMENT, BROKER shall be entitled, as reasonable damages and not as a penalty, to a commission of fifteen percent of the gross revenue from traffic assigned by CUSTOMER to such carrier for a period of fifteen months. CUSTOMER also agrees that the breach of this provision entitles BROKER to be entitled to obtain an injunction against CUSTOMER in a court of competent jurisdiction, at BROKER's option.

21. **ENTIRE AGREEMENT:** This Agreement, including all Appendices and Addenda, constitutes the entire agreement intended by and between the PARTIES and supersedes all prior agreements, representations, warranties, statements, promises, information, arrangements, and understandings, whether oral, written, expressed or implied, with respect to the subject matter hereof.

IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be executed in their respective names by their fully-authorized representatives as of the dates first above written.

ACV FREIGHT LLC.

BROKER

Signed

Printed

Company: _____
CUSTOMER

Signed

Printed



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

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

SERVICE DATE
March 31, 2023

LICENSE
MC-1529429-B
U.S. DOT No. 4041466
ACV FREIGHT LLC
WICHITA, KS

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, Division Chief
Office of Registration

BPO



2024 UCR Registration is VALID!



Confirmation # 000-0443-4912

Registered on: 12/18/2023 17:29 EST

Generated: 12/18/2023 17:36 EST

Year: 2024

Paid:	Date	Bracket	UCR Fee	Conv. Fee	Total
	12/18/2023	Bracket 1 [0 veh.]	\$37.00	\$1.00	\$38.00

Bracket: 0 to 2 vehicles [0 vehicle(s)]

USDOT #: 4041466

Classifications: Motor Carrier

Legal Name: ACV FREIGHT LLC

Base State: Kansas

Principal: 5007 W WAVECREST CIR
WICHITA, KS 67205
US

Payor: ACV FREIGHT LLC

*** Expires: 12/31/2024 ***



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/01/2024

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 Truck Insurance Mart PO Box 650 Galva KS 67443		CONTACT NAME: Julie Koehn PHONE (A/C, No, Ext): (620) 718-6102 FAX (A/C, No): (620) 718-6102 E-MAIL ADDRESS: Julie.Koehn@relationinsurance.com	
INSURED ACV Freight LLC 5007 W Wavecrest Cir Wichita KS 67205		INSURER(S) AFFORDING COVERAGE INSURER A: Lloyd's INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2023 Rewrite **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.

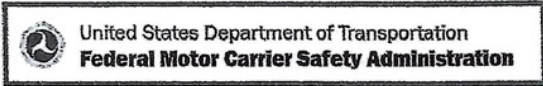
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Contingent			22TAP040689TCB	10/26/2023	10/26/2024	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ excluded
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Contingent			22TAP040688TCB	10/26/2023	10/26/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							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						PER STATUTE	
							OTH-ER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Contingent Cargo (Reefer breakdown incl)			22TAP040687TCB	10/26/2023	10/26/2024	LIMIT	\$250,000
							DEDUCTIBLE	\$2,500

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

CERTIFICATE HOLDER To Whom It May Concern	CANCELLATION 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

USDOT Number: _____ Date Received: _____

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 instructions, gathering the data needed, and completing and 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-RRR, Washington, D.C. 20590.



Bond Number: GSC0605020
 MC# and/or FF#: 1529429

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

FORM BMC-84

KNOW ALL MEN BY THESE PRESENTS, that we, ACV FREIGHT LLC
(Name of Broker or Freight Forwarder)
 of 5007 W WAVECREST CIR WICHITA Kansas 67205
(Street) (City) (State) (Zip)
 as PRINCIPAL (hereinafter called Principal), and The Gray Casualty & Surety Company
(Name of Surety)

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 Louisiana (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 furnish 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 30th day of March, 2023, 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 supplying 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 made by the Principal 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.

IN WITNESS WHEREOF, the said Principal and Surety have executed this instrument on the 30th day of March, 2023.

PRINCIPAL

ACV FREIGHT LLC
 COMPANY NAME

5007 W WAVECREST CIR WICHITA
 STREET ADDRESS CITY

Kansas 67205 (316) 210-8559
 STATE ZIP CODE TELEPHONE NUMBER

John S Voth
 (type or print Principal officer's name and title)

[Signature]
 (Principal officer's signature)

 (type or print witness's name)

 (witness's signature)

SURETY

The Gray Casualty & Surety Company
 COMPANY NAME

3601 North 110 Service Road West METAIRIE
 STREET ADDRESS CITY

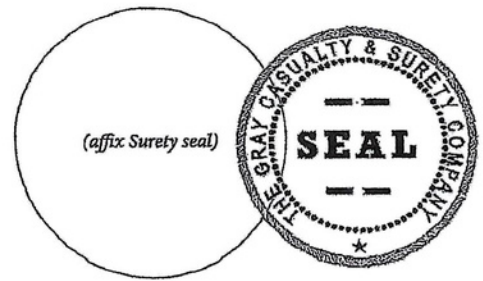
Louisiana 70002 (215) 766-1990
 STATE ZIP CODE TELEPHONE NUMBER

John D. Weisbrot, Attorney-in-Fact
 (type or print Principal officer's name and title)

[Signature]
 (Principal officer's signature)

 (type or print witness's name)

 (witness's signature)



Filings must be transmitted online via the Internet at <http://www.fmcsa.dot.gov/urs>.

**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY**

GENERAL POWER OF ATTORNEY

Bond Number: GSC0605020 **Principal:** ACV FREIGHT LLC

Project:

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint John D. Weisbrot, Melissa L. McDade, and Steven M. Varga of Pipersville, Pennsylvania jointly and severally on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$10,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 12th day of September, 2011.



By:

Michael T. Gray
Michael T. Gray
President, The Gray Insurance Company
and
Vice President,
The Gray Casualty & Surety Company

Attest:

Mark S. Manguno
Mark S. Manguno
Secretary,
The Gray Insurance Company,
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 12th day of September, 2011, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company and Vice President of The Gray Casualty & Surety Company, and Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Lisa S. Millar

Lisa S. Millar, Notary Public, Parish of Orleans
State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect.
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies, this 28th day of March, 2023.



Mark S. Manguno

Mark S. Manguno, Secretary
The Gray Insurance Company
The Gray Casualty & Surety Company

THE GRAY CASUALTY & SURETY COMPANY
ABSTRACT OF ANNUAL STATEMENT as of December 31, 2021

The Gray Casualty & Surety Company NAIC# 10671
 3601 N. 110 Service Road West, Metairie, Louisiana 70002
 P.O. Box 6202, Metairie, LA 70009-6202
 (504) 888-7790 (P) (504) 454-6122 (F)

ASSETS

Bonds	71,576,249
Stocks	46,983,117
Cash & Cash Equivalents	8,503,915
Short Term Investments	933,307
Agents Balances or Uncollected Premiums	2,363,645
Interest, Dividends & Real Estate Income Due	253,896
Other Assets	1,140,850
Total Assets	\$ 131,754,979

LIABILITIES, SURPLUS & OTHER FUNDS

Reserves for Losses	5,397,653
Reserves for Loss Adjustment Expenses	2,883,301
Taxes, Licenses & fees (excluding Federal & Foreign Income Taxes)	187,070
Federal and Foreign Income Taxes	145,452
Unearned Premiums	10,940,542
All Other Liabilities	1,432,179
Total Liabilities	\$ 20,986,197
Capital Stock	2,500,000
Gross Paid In and Contributed Surplus	101,430,011
Unassigned Funds (Surplus)	6,838,771
Surplus as Regards Policholders	\$ 110,768,782
Total	\$ 131,754,979

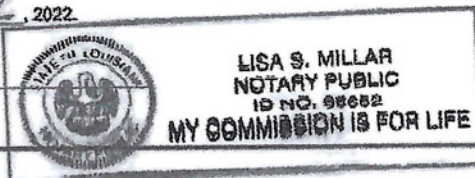
STATE of LOUISIANA
 JEFFERSON PARISH

I, Robert P. Johnson, Chief Financial Officer of The Gray Casualty & Surety Company, do hereby depose and say that the foregoing statement is a correct exhibit of the assets and liabilities of the Company on the 31st day of December 2021.


 Robert P. Johnson, Chief Financial Officer

Sworn to and subscribed before me at Metairie,
 Louisiana this 17th day of May, 2022

Lisa S. Millar, Notary Public



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. ACV Freight 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 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. 5007 W. Wavecrest Cir.	Requester's name and address (optional)
6 City, state, and ZIP code Wichita Kansas 67205	
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									
9	2	-	2	7	7	9	1	6	8

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 ▶ *Jeb Voith*

Date ▶ 04/15/2023

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.



701 Canyon Drive
Suite 100
Coppell, Texas 75019

Main: 214.513.9600
Fax: 214.513.9611
triumphbcap.com

To:

Telephone:
Facsimile:

Re: Notice of Assignment of Accounts

In order to serve you better, ACV FREIGHT LLC, MC/DOT-4041466, (our 'Client'), has partnered with Advance Business Capital LLC d/b/a Triumph Business Capital ('TRIUMPH') for the financing, management and collections of its accounts receivable. Effective immediately, under the terms of its agreement with TRIUMPH, all amounts due or to become due ('Accounts') to Client have been assigned to TRIUMPH and **all payments on the Accounts are payable to and only to TRIUMPH**. This Notice of Assignment may only be rescinded by a notarized letter to you from an officer of TRIUMPH.

If you receive copies of Client's invoices from TRIUMPH or a statement without invoices, the originals have previously been mailed to you. Please direct any and all payments to:

**Triumph Business Capital
P.O. Box 610028
Dallas, TX 75261-0028**

Alternatively, you may remit payment electronically, either by ACH or wire transfer to:

**Triumph Business Capital
c/o Frost National Bank, San Antonio TX
ABA Nbr: 114000093
Account Nbr: 950014664
Remittance Advice to: payments@tbcap.com.**

Please make the appropriate changes to your accounting and accounts payable systems to reflect the new remittance information. If you have any questions, please contact us at (866) 414-9600.

Sincerely,
TRIUMPH BUSINESS CAPITAL

ACV FREIGHT LLC

George A. Thorson
Executive Vice President

Jeb Voth
President

This is not a notice of default or collection, but rather a legal advisory providing notice as required under the Uniform Commercial Code, Section 9-406, of your obligation to make payment directly to TRIUMPH for all obligations owed to Company.