



Thank you for your interest in ODS North America!

We are pleased to welcome you as a new vendor to ODS North America. We have enjoyed many longstanding vendor relationships throughout the years. This letter is intended to assist you in understanding our policies and procedures for ensuring timely payment of your invoices.

To be set up in our system please forward the following information:

- Copy of your valid drivers' license(s) – For each driver
- Copy of your certifications (WA, NY, NC, VA, etc.)
- Contact information
  - Business name
  - Address
  - Phone numbers (All contact #'s)
  - Fax number
  - Email(s)
- Signed independent contractor agreement
- Copy of your valid certificate of General Liability Insurance with a minimum coverage of one million dollars - please see below for details

A copy of your insurance certificate (the full page), we require a minimum of \$1 Million in liability and the stipulation that you are insured to be an escort pilot.

*In the description of operations section:* Vehicle description and VIN, also the specification that you are insured to be a pilot escort driver

You can email this information to [orders@odsna.com](mailto:orders@odsna.com) or send it by fax at 1-877-355-1492

Once we have reviewed and verified all the above information you will be added to our network. From that point you can update our dispatchers on your location by visiting [odsna.com](http://odsna.com) or by email.

For any questions you can contact us by email or by dialing 1-877-635-7164



**ODS Order Agreement:**

All work performed for ODS North America must be authorized with a trip sheet from an ODS dispatcher prior to commencing work. If work is performed without such agreement, receipt and amount of your payment is subject to revision. Please consult the dispatch on pricing arrangements prior to the job being accepted. You can contact them at [orders@odsna.com](mailto:orders@odsna.com)

**Invoice & Payment Procedures:**

Along with your company invoice, we require that you complete the ODS Trip Sheet (provided upon booking). The ODS number (found on the trip sheet) must be identified on your invoice. Invoices should be emailed to [billing@odsna.com](mailto:billing@odsna.com) or faxed to 1-877-355-1492.

Payments are made within 2 weeks upon receipt of your invoice. Payments are made every Tuesday and Thursday for the previous week by check or direct deposit. Please see the attached form for the direct deposit information we require.

We look forward to working with you.

ODS North America

Contact information:

Office: 1.877.635.7164 / 514.335.7164

Fax: 1.877.355.1492 / 514.335.1492

Dispatch: (Stefano, Larry, Micah, Jamey, Rick & Wesley) – [orders@odsna.com](mailto:orders@odsna.com)

Billing (Elta, Kirstie & Leigh) – [billing@odsna.com](mailto:billing@odsna.com)

Office hours

Billing & Payments: Monday to Friday 8:30am – 5:00pm

Dispatch: Monday to Friday 7:00am – 7:00pm and afterhours if required.



## Independent contractor agreement

This service agreement (the "Agreement"), dated as of \_\_\_\_\_ (Month/Day/Year) is made and entered into by and between **ODS North America Inc.**, a Canadian corporation ("ODS"), and \_\_\_\_\_ (the "Independent Contractor").

ODS provides a booking and resource service assisting trucking companies and/or shippers with trips requiring the services of pilot or escort vehicles, such as those operated by the Independent Contractor.

The Independent Contractor is in the business of providing pilot or escort vehicle and driver services to trucking companies and shippers on an independent contractor basis for the purpose of safely piloting oversize and/or overweight loads on trips as may be required by certain government authorities (the "Pilot Services").

ODS and the Independent Contractor desire to enter into this Agreement pursuant to which ODS clients may make use of the Pilot Car Services offered by the Independent Contractor.

ODS and the Independent Contractor hereby agree to what follows:

### 1. The Pilot Services

(a) ODS shall identify ODS clients who require Pilot Services for a given trip or load. ODS shall arrange certain aspects of such trips and provide dispatch details (e.g., dates and times of departure and arrival) to the Independent Contractor on a per trip basis which have origin and/or destination points within the Independent contractor's area(s) of operation. The Independent Contractor is free to accept or decline any offer by ODS to undertake the Pilot Services for a given trip for any ODS client. In the event that the Independent Contractor elects to accept any offer to provide Pilot Services to any ODS client, such services shall be provided in accordance with the terms hereof. The parties recognize that the arrangement established by this Agreement is non-exclusive.

(b) The Independent Contractor agrees that it will professionally perform the Pilot Services and ensure that drivers providing the Pilot Services (1) are properly trained and appropriately licensed, (2) have and properly use all necessary or appropriate equipment and signs and (3) are adequately insured as required by applicable law, rule or regulation and the terms of this Agreement. Any vehicles used by the Independent Contractor in providing the Pilot Services shall be maintained in a safe and reliable condition. The Independent Contractor, as between shall be solely responsible for any and all fines or penalties which may be imposed by any government authority against the Independent Contractor, its drivers or vehicles.

### 2. Equipment

Equipment used/provided by the Independent Contractor to provide the Pilot Services shall conform to legal requirements and shall, include, without limitation, the following ; (1) CB radios; (2) required "Oversize Load" signs or "D" signs for the vehicles roof rack or front and rear bumper mounted



signs; (3) required "Oversize Load" canvas banners (yellow with black lettering); (4) pilot vehicle door signs or placards (on both sides of the vehicle); (5) roof mounted flashing amber lights; (6) flags mounted at a forty-five degree angle on either side of the pilot vehicle roof rack; (7) calibrated height poles for monitoring bridge or other access heights; and (8) other appropriate miscellaneous equipment.

### **3. Insurance**

The Independent Contractor shall obtain and maintain at all times, at its expense, commercial or business automobile liability insurance coverage with a nationally recognized insurer with respect to Pilot Services. ODS shall be named as a "Certificate Holder" on such insurance coverage and the Independent Contractor shall provide ODS with certificate(s) of insurance evidencing such coverage. The minimum coverage for such insurance shall not be less than one million a (\$1,000,000.00) per occurrence. ODS shall be provided not less than thirty (30) days prior written notice of cancellation, non-renewal or termination of the insurance required by this Section.

### **4. Indemnification**

The Independent Contractor shall indemnify and hold harmless ODS and the ODS clients, their respective employees, agents, representatives, subsidiaries and affiliates, from and against any and all charges, claims, damages, costs, judgments, losses, expenses (including without limitation, attorneys' fees, disbursements and court costs), penalties and liabilities of any kind or nature which may be sustained or suffered by any such indemnified party by reason of, based upon, relating to, or arising out of, (1) any breach of this Agreement or (2) any error, act or omission of the Independent Contractor in performing this Agreement or the Pilot Services.

### **5. Billing for the Pilot Services**

ODS alone shall be responsible for billing ODS clients and collecting all amounts due from such clients for the Pilot Services.

### **6. Fees for the Pilot Services; Payment**

(a) ODS shall pay the Independent Contractor according to the quoted rate per mile (calculated on actual mileage from traveled) or flat rate as agreed upon verbally between ODS and the Independent Contractor prior to the initiation of any trip (the "Fee"). Written confirmation of the Fee for each trip shall be sent by ODS to the Independent Contractor within five (5) days of the date any trip is initiated. ODS shall also reimburse the Independent Contractor the amounts paid by an ODS client for the Independent Contractor's overnight lodging, downtime hours, tolls, permit pick-up, fuel surcharges or other per diem amounts allowed by each ODS client.

(b) For each trip in which Pilot Services were rendered by the Independent Contractor, ODS shall remit payments to the Independent Contractor by check not later than fifteen (15) days subsequent to the date any such trip is completed, provided that the information required hereby is timely submitted by the



Independent Contractor. The Independent Contractor shall send, by facsimile, overnight courier, U.S. Mail or email, to ODS within five (5) days after the date any trip is completed a written trip report, containing the signature of the ODS client's driver concurring with the Independent Contractor's reported mileage for the trip, routes traveled, lodging and other charges incurred. The format of such written trip reports may be changed from time to time by ODS in its discretion. The Independent Contractor acknowledges and agrees that ODS shall not be responsible for reimbursement of out-of-pocket expenses not reported to ODS within five (5) days of the date of completion of any given trip or not supported by appropriate documentation (e.g. receipts).

(c) Notwithstanding any provision herein to the contrary, the Independent Contractor acknowledges and agrees that the Independent Contractor shall not be entitled to receive any Fee with respect to any trip in which the Independent Contractor abandons the load prior to its arrival at the ODS client's final destination, unless ODS's prior written approval with respect to such abandonment has first been obtained.

## **7. Status of Parties**

None of the provisions of this Agreement is intended to create nor shall be deemed or construed to create any relationship between the parties hereto other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto, nor any of their respective employees, shall be construed to the agent, employer or representative of the other.

## **8. Covenant not to compete**

The Independent Contractor shall not, for a period of one (1) year following the expiration or termination of this Agreement, solicit any ODS Client to offer services, similar to the Pilot Services, independent of the involvement of ODS.

## **9. Term**

The term of this Agreement shall be on a month-to-month basis. Either party may terminate this Agreement by providing thirty (30) days prior written notice to the other party hereto.

## **10. Confidentiality**

The Independent Contractor agrees that it shall not, during the performance of this Agreement or at any time after the termination or expiration hereof, use or disclose to any third party other than during the proper performance of its duties hereunder any of the procedures, practices, confidential dealings or other confidential information of ODS, including, without limitation, pricing information or other ODS client information. The Independent Contractor shall return all confidential or other information relating



to, or furnished by, ODS to ODS immediately upon the expiration or termination hereof or sooner if requested by ODS.

### **11. Notice**

All notices under this Agreement shall be given in writing and shall be deemed to have been duly given when delivered personally, mailed by certified first class mail, postage prepaid, or delivered by a nationally recognized overnight courier service, to the party to whom the same is directed.

### **12. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Quebec applicable to this agreements made and to be performed in that Province and not the choice of law rules of such Province.

### **13. Attorneys' Fees**

ODS shall be entitled to its attorneys' fees in the event any legal proceeding or action is brought to interpret or enforce the terms and conditions of this Agreement.

### **14. Entire Agreement**

This Agreement constitutes the entire agreement between both parties with respect to its subject matter, and supersedes all prior agreements and understandings, oral or written, between the parties with respect to that subject matter. This Agreement may not be altered, modified, amended or changed orally but only in writing signed by parties hereto.

ODS and the Independent Contractor, through their respective duly authorized representatives, have executed and delivered this Agreement to be effective as of the date first set forth above.

#### **ODS North America Inc.**

Signed by: \_\_\_\_\_

Title: \_\_\_\_\_

#### **Independent Contractor**

Signed by: \_\_\_\_\_

Title: \_\_\_\_\_



Direct Deposit Form

Please fill out the information below, alternatively, you can send us a void check

Please return to the billing department: [billing@odsna.com](mailto:billing@odsna.com) / Fax: 877-355-1492

Company Name \_\_\_\_\_

Contact Name \_\_\_\_\_

Phone number \_\_\_\_\_

Bank name \_\_\_\_\_

Account number \_\_\_\_\_

Transit number \_\_\_\_\_

Routing number \_\_\_\_\_



## CANADIAN PAYMENTS

Payments for Canadian vendors take place twice a week on **TUESDAYS & THURSDAYS**  
 Payments are made by direct deposit (CMO) and mailed by check (sent out Thursdays)

### Timeline

Invoices are paid out the following week (a general rule is a minimum of 5 business days after the invoice is received)

*Example: Invoice received on Monday the 2<sup>nd</sup>, the payment will take place the following Tuesday the 10<sup>th</sup> or Thursday the 12<sup>th</sup>*

*Example: Invoice received on Thursday the 5<sup>th</sup>, the payment will take place the following Thursday the 12<sup>th</sup> or Tuesday the 17<sup>th</sup>*

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

### 5% Quick Pay Discount

Invoices are paid out the NEXT payment cycle (Tuesday or Thursday) – the 5% is deducted on the subtotal before taxes

*Example: Invoice received on Monday the 2<sup>nd</sup>, payment will take place on Tuesday the 3<sup>rd</sup>*

*Example: Invoice received on Thursday the 5<sup>th</sup>, payment will take place on Tuesday the 10<sup>th</sup>*

Invoice received Monday	➔	Payment issued Tuesday
Invoice received Tuesday	➔	Payment issued Thursday
Invoice received Wednesday	➔	Payment issued Thursday
Invoice received Thursday	➔	Payment issued Tuesday
Invoice received Friday	➔	Payment issued Tuesday





200-1000 Rue Emile-Bouchard  
 Vaudreuil-Dorion, QC J7V 0W3  
 Phone # 1-877-635-7164

Escort company: \_\_\_\_\_  
 Company Name: \_\_\_\_\_  
 Driver Name: \_\_\_\_\_  
 Driver Cell: \_\_\_\_\_  
 Truck #: \_\_\_\_\_  
 Start Date: \_\_\_\_\_  
 From: \_\_\_\_\_  
 Origin: \_\_\_\_\_  
 To: \_\_\_\_\_

Date : \_\_\_\_\_  
 ODS Order: \_\_\_\_\_  
 Carrier Order: \_\_\_\_\_

\*PLEASE CALL DRIVER PRIOR TO TRIP\*

Load: \_\_\_\_\_  
 Dims: \_\_\_\_\_  
 Dispatcher: \_\_\_\_\_

Date	Start time & Location	End Time & Location	Miles	Mini	Overnight	Comments

**DOWNTIME - please remember that the first 2 hours are free (not payable on curfews)**

Date	Start Time	End Time	Location	Reason

**PLEASE EMAIL TRIP SHEETS TO BILLING@ODSNA.COM OR FAX TO 1-877-355-1492**