



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:

- Contact information & services provided (form below)
- Equipment checklist (form below)
- Signed independent contractor agreement (form below)
- Pictures of each vehicle
- 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 valid drivers' license(s) for each driver
- A copy of your US certifications – (Ex: WA, NY, NC, VA, etc.)
***Please note: the above credentials will be required for each of your drivers. We do not require each driver's contact information; however all their credentials are needed.*



A copy of your insurance certificate (the full page): We require a minimum of \$1 Million in liability and the stipulation on your policy that you are insured to be a pilot escort driver.

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

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 our web site at www.odsna.com. Click on the top right-hand corner (cell phone will have a drop-down menu) and chose "Share your Availability". Enter your information in the required fields, once submitted your availability will automatically be posted! It's the easiest way to reach all our dispatchers at once and in "real time"! Either home and looking for work, on your way back after a run or on your way to pick up, it's the best way to minimize your dead head miles! There is also a "free form" section that enable you to send us a personalized message (i.e. on specific times of availability or required direction of travel)

You can email this information or any questions to orders@odsna.com or send it by fax at 1-877-355-1492



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

Invoice & Trip Sheet Procedures:

Along with your company invoice, we require that you complete the ODS Trip Sheet in full detail, for each day of the trip (provided upon booking). Please see below for an example of what details ODS requires for the Trip Sheet. The ODS number (found on the trip sheet) must be identified on your invoice. All Invoices & Trip Sheets should be emailed to billing@odsna.com or faxed to 1-877-355-1492 upon completion of the trip.

Payment Procedure:

Payment can be issued within 5 business days after receiving your invoice. We issue payment by Direct Deposit (see below for more information on our payment methods).

We look forward to working with you!

Contact information:

Office: 1.877.635.7164 / 514.335.7164

Fax: 1.877.355.1492 / 514.335.1492

Dispatch: (Stefano, Micah, Jamey, Rick, Wesley, Matt, Jason & Arthur) – orders@odsna.com

Billing: (Elta, Kirstie, Leigh, Meghan & Marjorie) – billing@odsna.com

Office hours:

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

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



CANADIAN PAYMENTS

Payments for Canadian vendors take place twice a week on **TUESDAYS & THURSDAYS**
 Payments are made by direct deposit.

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 2nd, the payment will take place the following Tuesday the 10th or Thursday the 12th

Example: Invoice received on Thursday the 5th, the payment will take place the following Thursday the 12th or Tuesday the 17th

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 2nd, payment will take place on Tuesday the 3rd

Example: Invoice received on Thursday the 5th, payment will take place on Tuesday the 10th

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



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 / Fax: 877-355-1492

Company Name _____

GST/HST # _____

QST # _____

Contact Name _____

Phone number _____

Bank name _____

Account number _____

Transit number _____

Routing number _____



ODS TRIP SHEET LEGEND

- **Mini** - Includes 4 hour time block (All inclusive rate - Downtime & Working time included)
- **Day Rate** - To be determined when applicable at time of dispatch - (All inclusive rate -Downtime & Working time included)
- **No-go** - Indicate reason
- **Overnight** (pre-trip & end of trip overnights need to be approved)
- **Downtime** - First 2 hours free: Indicate reason (bad weather and curfews are not payable)
- **Working time** (flagging, assisting driver, etc.)

*****START & END TIMES ARE REQUIRED FOR EVERYDAY*****

Date	Start time & Location	End Time & Location	Miles	Mini	Overnight	Comments
2/28	East Peoria @ 9am	Mt. Vernon, IL @ 5:15pm	220		X	
3/1	Mt. Vernon, IL		0		X	No-go due to no IL permits
3/2	Mt. Vernon @ 6:30am	Columbia, MO @ 3:30pm	126			

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

Date	Start Time	End Time	Location	Reason
2/28	9am	12pm	East Peoria, IL	Waiting for driver to arrive (2hrs free, 1hr chargeable)
2/28	1:30pm	2:30pm	Litchfield, IL	Flat tire
02/28	2:30pm	3:30pm	Mt Vernon, IL	Working time- Flagging

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



ODS

NORTH AMERICA



Contact Information

Company Name: _____
Address: _____
Contact Name: _____
Phone Number: _____
Alt Phone Number (optional): _____
Fax Number: _____
E-mail Address: _____

Services Provided

- Chase:
 - Years of Experience: _____

- Lead:
 - Years of Experience: _____

- High Pole:
 - Years of Experience: _____

- Steering:
 - Years of Experience: _____

- Arrow - Rear (for QC):
 - Years of Experience: _____

- Arrow - Front (for QC):
 - Years of Experience: _____

- CSE (for ON)
 - Years of Experience: _____



Equipment Checklist
(For each individual pilot vehicle)

Requirements:

- Oversize Load sign & "D" sign outside of QC only (5' x 10" generally, 7' x 18" in LA, 6' x 1' in NJ)
- Flags (vehicle flags as well as a flag for emergency traffic control)
- Warning lights
- Full-size spare tire and tools (lug wrench, tire jack, etc.)
- Fire extinguisher
- Personal Protection Equipment (P.P.E.) (Safety vest, hardhat, etc.)
- STOP/SLOW Paddle (min. 24")
- Safety Cones (36" for FL)
- Reflectors
- Flashlight (min. 1 ½ lens diameter) – must always have extra batteries or a charger.
- Cone for Flashlight (min. 9" in length)
- 6-8 Flares
- First Aid Kit (clearly labelled)
- Fluids (oil, windshield washer, etc.)
- Radio
- Light Bar
- Signs & Side Decals (placards or signs showing the company name, owner name or driver of the vehicle must be placed on BOTH the right and left sides of the escort vehicle. At least 8" x 12" and shall contain the name and telephone number of the owner or driver)

Additional Information:



Independent contractor agreement

This service agreement (the "Agreement"), which is dated as of _____ (Month / Day / Year) is made and entered between **ODS North America Inc.**, a Canadian corporation ("ODS"), and _____ (the "IC").

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 IC.

The IC is in the business of providing pilot or escort vehicle and driver services for the purpose of safely piloting oversize and/or overweight loads on trips in conformity with applicable laws (the "Services").

ODS and the IC desire to enter into this Agreement so that ODS clients may make use of the Services offered by the IC.

ODS and the IC hereby agree to what follows:

1. The Pilot Services.

(a) ODS shall identify ODS clients who require the Services for a given trip or load. ODS shall arrange certain aspects of such trips and provide dispatch details to the IC on a per trip basis. The IC may accept or decline any offer by ODS to undertake the Services. If the IC accepts any offer to provide Services to an ODS client, such services shall be provided in accordance with the terms hereof. The parties recognize that this Agreement is non-exclusive.

(b) The IC shall professionally perform the Services and ensure that drivers providing the Services (1) are properly trained and appropriately licensed, (2) properly use all necessary equipment and signs and (3) are adequately insured. Vehicles used by the IC shall be safe and reliable. The IC shall be solely responsible for all fines or penalties which may be imposed in respect to the Services.

2. Equipment.

Equipment used/provided by the IC shall conform to legal requirements and shall, include, without limitation: (1) CB radios; (2) required "Oversize Load" signs or "D" signs for the vehicles; (3) pilot vehicle door signs or placards (on both sides of the vehicle); (4) roof mounted flashing amber lights; (5) flags mounted at a forty-five-degree angle on either side of the pilot vehicle roof rack; (6) calibrated height poles for monitoring bridge or other access heights.

3. Insurance.

The IC shall maintain at its expense, commercial or business automobile liability insurance coverage with a nationally recognized insurer with respect to the Services. ODS shall be named as a "Certificate Holder" on such insurance coverage and the IC 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 IC shall indemnify and hold harmless ODS and the ODS clients, their employees, agents and affiliates, from and against all, claims, damages, costs, judgments, losses, expenses (including without limitation, attorneys' fees and court costs), penalties and liabilities of any kind which may be sustained by any such indemnified party by reason of, relating to, or arising out of, (1) any breach of this Agreement by the IC or (2) any error, act or omission of the IC in performing the Services.

5. Fees for the Pilot Services; Payment

(a) ODS shall pay the IC as agreed upon verbally by the parties prior to the initiation of any trip (the "Fee"). Written confirmation of the Fee for each trip shall be sent by ODS to the IC within five (5) days of the date

any trip is initiated. ODS shall also reimburse the IC the amounts paid by an ODS client for the IC's overnight lodging, downtime hours, tolls, permit pick-up, fuel surcharges or other per diem amounts allowed by each ODS client.

(b) ODS shall remit payments to the IC no later than fifteen (15) days subsequent to the date any pilot car trip is completed, subject to the IC remitting to ODS within five (5) days after the date a trip is completed a written trip report, validated by the ODS client's driver confirming the IC's reported charges. The format of such written trip reports may be changed by ODS in its discretion. ODS shall not be responsible for reimbursement of 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) The IC acknowledges and agrees that the IC shall not be entitled to receive any Fee with respect to any trip in which the IC abandons the load prior to its arrival at the ODS client's final destination.

6. Status of Parties.

The parties hereto are independent entities contracting with each other hereunder solely for the purpose 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. The IC shall not claim any payment from the ODS client unless otherwise agreed in writing.

7. Covenant not to compete.

The IC shall not, during the currency of this Agreement and 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 Services, independent of the involvement of ODS.

8. 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.

9. Confidentiality.

The IC 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.

10. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the Province of Quebec and any dispute shall be submitted to the Courts of Quebec.

11. 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.

12. Entire Agreement.

This Agreement constitutes the entire agreement between both parties with respect to its subject matter. This Agreement may only be amended by writing signed by parties hereto.

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

IC: Duly Authorized Representative

ODS: Duly Authorized Representative



Adding a Driver to your Vendor Profile

Complete this form for the quickest way to provide our team with the required information needed to add a driver to your profile. A member from our dispatch team will be in contact with you once the application has been approved.

Driver Information (Required)	
First Name: _____	Last Name: _____
Driver's License: _____	Certification of Insurance: _____
Pictures Of Vehicle: _____	PEVO Equipment: _____

Escort Certifications by State

Please select the following states below in which the above mentioned driver is certified to escort oversized loads. Once selected, you may then upload the corresponding proof of certification.

AZ _____ CO _____ FL _____

GA _____ LA _____ MN _____

NC _____ NM _____ NY _____

OK _____ UT _____ VA _____

WA _____

Any additional documents or certification that you wish to have uploaded to your file may be sent via email at Orders@odsna.com.(WITPAC, TWIC, etc....)

Business Name:

Name and Title:

Signature: