

9/30/16

To: PA PUC

From: AVO Transportation & Language Solutions

Re: Application A-~~2016-21553773~~ Returned Undeliverable
A-2016-2553773

PA
PUBLIC UTILITY COMMISSION
OCT 3 2016
BUREAU OF
TECHNICAL UTILITY SERVICES

Good day,

I am writing this letter to be included in resubmittal of our application to the PA PUC. Unfortunately, our initial application was returned undeliverable, so we are sending it again, but this time without a signature required. Please contact me with any questions. Fred Schafer 321-747-5338.

Thank you,

Fred Schafer

COO

AVO Transportation & Language Solutions

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2016 OCT -14³ AM 10:22
PA PUC
SECRETARY'S BUREAU

VERIFIED STATEMENT OF APPLICANT

THE FOLLOWING INFORMATION IS REQUIRED BY THE COMMISSION TO DETERMINE THE APPLICANT'S FITNESS TO OPERATE. STATEMENTS SHOULD BE TYPED OR PRINTED. ILLEGIBLE STATEMENTS WILL DELAY YOUR APPLICATION.

A: 2016 - 2553773

PUC Application Docket No.

AVO T&L LLC

Legal Name of Applicant

AVO Transportation and Language Solutions

Trade Name, if any

1419 Chaffee Dr. St. 2

Street Address (principal place of business)

Titusville

City or Municipality

FL

State

32780

Zip Code

The Verified Statement of the Applicant is more or less a business plan, or your proposal for providing the transportation service for which you are making application. Prior to deciding to make application for operating authority from the Public Utility Commission, you likely gave much consideration to the manner in which you would operate the business in order that you could provide satisfactory service to your customers and so that you could make a reasonable profit. As part of the application process, you must provide the Commission with your proposal to provide the transportation service.

At minimum, the Verified Statement of the Applicant should include a discussion of the numbered items listed below and on the following pages. You are encouraged to provide as much information as possible about the particular subject as is necessary to fully explain your plan. If you fail to provide sufficient information about the subjects listed below, it may cause the review of your application to be delayed until you provide the necessary information. If you need more space to provide your explanation, please attach additional pages that list the appropriate item by number.

1. Identify the person making the Verified Statement on behalf of the applicant. If the applicant is a sole proprietor making the statement, this will be the same information as provided above. If an employee/officer of applicant is making the statement, give name, title, business address and telephone number, and indicate that the applicant's directors/owners/partners/etc. have authorized the witness to speak for the business.

Frederick Schater
 Chief Operating Officer
 1419 Chaffee Dr. St. 2
 Titusville, FL 32780

2. List the applicant's affiliation (owner, manager, controls) with any other carrier, with the description of affiliation.

N/A

RECEIVED

OCT - 3 2016

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

3. Describe your business experience, particularly any experience relating to the operation of a transportation service. You may also include an explanation of education or training that you believe may be relevant.

AVC was founded and is currently ran by the same leaders who runs STOPS LLC, who was an approved provider for the PA PUC. We specialize in scheduled non-emergent transportation for injured workers, who are in the worker's compensation system. We act as a broker and utilize only PA PUC approved vendors to assist in the physical transportation of the injured workers.

4. Describe your facilities, record maintenance plan and your communication network. Please include a description of your physical location, to include the office area, office machines that will be utilized, and the facility to house vehicles. Household goods in use carriers should include a description of their storage facilities, if applicable. Please include an explanation of your plan to maintain records required by the PUC, as well as normal business records. In regard to your communication network, please explain how you will receive customer requests for transportation, how you will dispatch the vehicles to fulfill the request, and how you will maintain continuous communication with your drivers. Finally, please state your intended business hours. See attached

5. Please state the number of employees you intend to use, along with a description of their duties. Please explain why that number of employees is appropriate to provide reasonable and efficient service to the geographical territory you will be serving. (Do not address drivers in your explanation about this item; drivers are addressed separately in item # 6). In the office we utilize a team of 4

Customer service representatives whose primary responsibility will be to take requests for appointments, schedule appointments with approved PUC providers, and follow up to ensure timely completion of service. We will stagger shifts to accommodate our office hours of 8am EST - 7pm EST, Afterhours will be staffed by one employee handling on call duties.

6. Please state the number of drivers you intend to use or hire in your business and explain why that number of drivers is appropriate for the size of the geographical territory you will be serving. In addition, please explain:

- Your hiring standards for drivers;
- Your system to ensure prospective drivers will be subject to a criminal background check;
- Your driver training program;
- Your system for ensuring that your drivers are properly licensed at all times;
- Your system to ensure that all drivers will be subject to a criminal background check every two years;
- Your policies regarding alcohol and drug use by your drivers.

Please see attached provider contract which binds our PA PUC approved providers to comply with all PUC guidelines. We will contract with various PA PUC vendors. Section 5 of said agreement specifically outlines the vendors responsibility for their personnel.

7. Please state the number of vehicles you plan to use in your business and why that number is appropriate to provide reasonable and efficient service to the geographical territory you will be serving. If you have already obtained vehicles for your business, please list them in the chart below. *AVG will contract with numerous PA PUC vendors to ensure appropriate coverage/availability.*

<u>YEAR</u>	<u>MAKE</u>	<u>MODEL</u>	<u>SEATING CAPACITY</u>	<u>VEHICLE ID #</u>
<i>NA</i>				

8. Describe your vehicle safety program. Please include the following in your explanation:
- Your periodic vehicle maintenance plan;
 - Your system for ensuring your vehicles will continuously comply with Pennsylvania's equipment standards (67 Pa. Code, Chapter 175) that are applicable to the type of vehicles used in your business;
 - Your system for ensuring your vehicles will maintain compliance with the PUC's requirements for passenger service at 52 Pa. Code, Section 29.403 (applicable to passenger applicants only);
 - If applying for taxi authority, your system for replacing vehicles once they are greater than ten model years in age or with mileage greater than 350,000 in compliance with 52 Pa. Code, Section 29.314(c);
 - If applying for limousine authority, your system for replacing vehicles once have mileage greater than 350,000 in compliance with 52 Pa. Code, Section 29.333(d);
 - If applying for household goods in use authority, your system for ensuring your vehicles will comply with the requirements of 49 CFR Parts 393 and 396, as adopted by the PUC at 52 Pa. Code, Chapter 37.

All vendors used by AVG will be PA PUC approved vendors.

9. Please explain what steps you have taken to determine if you can obtain and pay the premiums to maintain insurance coverage for the proposed number of vehicles for your business.

Per the attached contract that we have all providers sign, Section 8 lists the appropriate insurance coverages we require to contract with AVG. All insurance coverages are verified prior to being used.

10. Please describe your customer service standards. Within your description, please explain:
- Your plan to inform customers of the procedures for filing complaints with the PUC;
 - Your intended customer complaint resolution procedure.

Customer service is of the utmost importance and each transport will receive a follow up call to determine the customer satisfaction with our provider. At that time if there are any complaints, or issues, we will provide the procedure for filing complaints with the PUC to the passenger. Additionally, we will gather all pertinent information and alert our contact at the PA PUC. Internally, we will follow up with the PA PUC approved provider to determine a corrective action plan/resolution as determined by a root cause analysis of the issue.


11. Criminal Record. Have you been convicted of a misdemeanor or felony for which you remain subject to supervision by a court or correctional institution?

____ YES NO

12. Financial Data. In addition to demonstrating your technical fitness, you must also demonstrate that you possess the financial fitness to provide the proposed transportation service. Therefore you must complete both parts of the "Statement of Financial Position", which follows this page. The first part is the Balance Sheet. You need only provide the applicable information. The second part of the Statement of Financial Position is the Projected Income Statement. The projection is your estimation of expected revenues and specific expenses for one year. You should use the projected information, along with the financial data reported on your balance sheet to help you determine if proposed business can be feasible. Please feel free to also provide clarification information with your "Statement of Financial Position", which explains why you believe you have sufficient funds to ensure your transportation business can provide reliable service to the public in a safe manner.

Verification of Statement

The undersigned deposes and says that he/she is authorized to and does make this verification and that the facts set forth therein are true and correct to the best of his/her knowledge, information, and belief. The undersigned understands that false statements herein are made subject to penalties of 18 Pa. C. S. Section 4904 relating to unsworn falsification to authorities.



(Signature)

Frederick Schater III, COO

(Name and Title, printed or typed)

9/15/16

(Date)

AVO T&L LLC
Balance Sheet
As of July 31, 2016

	Total
ASSETS	
Current Assets	
Bank Accounts	
Wells Fargo - Checking - 5013	8,468.73
Total Bank Accounts	\$8,468.73
Accounts Receivable	
Accounts Receivable	16,216.53
Total Accounts Receivable	\$16,216.53
Other current assets	
Undeposited Funds	0.00
Total Other current assets	\$0.00
Total Current Assets	\$24,685.26
TOTAL ASSETS	\$24,685.26
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	10,683.00
Total Accounts Payable	\$10,683.00
Other Current Liabilities	
Note Payable - N.R. Jarvis	6,000.00
PsychGroup - Intercompany	65,505.33
Total Other Current Liabilities	\$71,505.33
Total Current Liabilities	\$82,188.33
Total Liabilities	\$82,188.33
Equity	
Members Equity	-13,105.38
Net Income	-44,397.69
Total Equity	\$ -57,503.07
TOTAL LIABILITIES AND EQUITY	\$24,685.26

Monday, Sep 19, 2016 06:04:14 AM PDT GMT-4 - Accrual Basis

This report was created using QuickBooks Online Plus.

AVO T&L LLC
Profit and Loss

July 2016

	Total
Income	
Services	349.34
Interpretation	5,131.97
Transportation	2,701.86
Total Services	8,183.17
Total Income	\$8,183.17
Cost of Goods Sold	
Background Checks - Drivers	490.65
Subcontracted Services	
Interpretation	4,133.46
Transportation	3,814.00
Total Subcontracted Services	7,947.46
Total Cost of Goods Sold	\$8,438.11
Gross Profit	\$ -254.94
Expenses	
Bank Service Charges	20.50
Insurance Expense	
General Liability Insurance	2,690.32
Total Insurance Expense	2,690.32
Labor Expenses	4,496.47
Marketing & Sales	
Advertising and Promotion	392.16
Conferences & Conventions	1,075.00
Total Advertising and Promotion	1,467.16
Total Marketing & Sales	1,467.16
Postage and Delivery	7.54
Printing and Reproduction	101.18
Professional Fees	-50.00
Travel Expense	
Fuel/Employee Mileage Exp	465.48
Meals and Entertainment	232.60
Tolls & Parking	24.44
Total Travel Expense	722.52
Total Expenses	\$9,455.69
Net Operating Income	\$ -9,710.63
Net Income	\$ -9,710.63

Monday, Sep 19, 2016 06:03:05 AM PDT GMT-4 - Accrual Basis

This report was created using QuickBooks Online Plus.

STATEMENT OF FINANCIAL POSITION
One Year Projected Income Statement

REVENUE and GAINS

Operating Revenue	240,000
Net Revenue from non-carrier operations	0
Dividend and interest revenues	0
Other non-operating revenue	0
Gains	0
Total Revenue and Gains	0

EXPENSES

Equipment Maintenance and Garage Expense	NA
Insurance Expense	26,753.20
Employee Salaries	30,000
Supervisory Salaries	35,000
Officer Salaries	70,000
Fuel Expense	10,000
Purchased Transportation (Lease Expense)	NA
Materials and Supplies Expense	NA
General Office Expense	1,000
Advertising Expense	7,000
Telephone Expense	1,680
Accounting Expense	4,800
Legal Expense	500
Uncollectible Revenue	1,000
Depreciation Expense	0
Amortization	0
Operating Taxes and Licenses	500
Rent Expense	11,280
Loss	0
Total Operating Expenses and Losses	199,513.20
<u>Net Income Before Taxes</u>	40,486.80
Provision for Income Taxes	6,073.02
<u>Net Income (Loss)</u>	34,413.78

Answers to question 4:

- Describe your facilities, record maintenance plan and your communication network. Please include a description of your physical location, to include the office area, office machines that will be utilized, and the facility to house vehicles.
 - Physical location diagram is attached
 - Physical location is 1419 Chaffee Dive, Suite 2, Titusville FL 32780
 - Office is in a general business space and is 8,000 sq. ft. under air
 - Facility security consists of perimeter security through ADT with Intrusion Detection Systems (IDS) placed on every exterior egress. The main entrance is controlled by lock and key. Please see floor plan for details of current office space.
 - We utilize standard desktop computers and laptops as well as a fax machine and scanner/copier
 - We do not house any vehicles at our facility because we are just the broker and are not the actual provider performing the transportation service
- Please include an explanation of your plan to maintain records required by the PUC, as well as normal business records
 - Physical document control is manager access only via file room behind lock and key control. Electronic Data control is handled 2 ways. On-premise through an encrypted shared domain drive that is accessed only by assigned permissions with a user profile that has a password that expires every 90 days. Off-premise (hosted) data is accessed through a Secure File Transfer Protocol (FTP) service hosted on Citrix's ShareFile. ShareFile employs SSL/TLS protocols to protect client authentication, authorization, file transfers and secures files in transit with no less than 128-bit encryption using industry-standard encryption protocols. Email communication is protected under Microsoft Office365 Exchange Server and *encrypted emails can be sent via Citrix ShareFile outlook plug-in. AVO's on premise network is secured in a locked room to house our data, Router, Switches, Server and patch panel. Please see the attached diagram for a more detailed breakdown. All devices are behind a firewall and preloaded with Anti-virus/malware applications that are provided, monitored and maintained by our 3rd party IT support, Archis Technologies.*
 - AVO has a proprietary order management system, which is hosted online and can be accessed anywhere
- In regards to your communication network, please explain how you will receive customer requests for transportation, how you will dispatch the vehicles to fulfill the request, and how you will maintain continuous communication with your drivers
 - The order management system assists our staff with the intake of the assignment, assignment of the vendor, all confirmation reminders as well as billing data capturing and invoice creation
 - Customer requests will be sent to us via phone, fax, email, or online submission
 - Upon request of service, we will coordinate with an appropriate PA PUC approved provider. The business day prior to the appointment, our team will confirm all appointment details with both the vendor and passenger to ensure nothing has changed and everyone is aware of the appointment.
 - Upon completion of the assignment, a follow up call will be placed to both the vendor and passenger to confirm assignment completion as well as quality of service
- Please state your intended business hours
 - Business hours are 8am EST – 7pm EST onsite and afterhours (7pm EST – 8am EST) will be handled by rotating on call employees

TRANSPORTATION CONTRACTOR AGREEMENT

Contract No.: _____

THIS AGREEMENT is entered into as of _____, 20____, by and between AVO T & LL, LLC., having its principal place of business at 1419 Chaffee Dr Ste 2, Titusville, FL 32780, and _____; d/b/a: _____ ("Provider"), an independent provider of transportation services, having a principal place of business at _____

Upon execution, this Agreement shall be deemed confidential between Provider and AVO and may not be reproduced or disclosed to any entity or person without mutual consent (unless required by law).

RECITALS

AVO Services is a transportation broker engaged in the business of arranging and brokering transportation jobs on behalf of Clients. AVO brokers jobs that involve the transport of a claimant for the purpose of receiving medical care. The cost of this care, including the related transportation costs, is covered by the Client.

As a transportation broker, AVO operates as an intermediary (or middleman) between Clients and transportation providers. AVO does not provide actual transportation services and, in fact, neither owns nor operates any vehicles or other transportation equipment. AVO's business is solely limited to the arranging and brokering of jobs between other entities, for which AVO charges a fee.

Provider is a transportation provider engaged in the business of providing pre-arranged, passenger carriage, which business Provider is authorized to conduct in the state(s) in which Provider operates. As used herein, the term "Provider" shall include Provider's employees, subcontractors, agents and representatives, all of which shall be bound by the terms of this Agreement.

Provider is the owner or lessee, or is otherwise in lawful possession of motor vehicle equipment suitable for performing the commercial carriage services contemplated by this Agreement, which equipment complies with all applicable federal, state and local laws.

Provider desires to enter into a transportation provider agreement for the purpose of receiving offers to perform transportation jobs brokered by AVO. In consideration of the above representations and the mutual covenants set forth below and for other good and valuable consideration, AVO and Provider (collectively "the parties") agree as follows:

1. BROKERING ARRANGEMENT

A. Subject to the terms and conditions contained herein, this Agreement shall give Provider the right to accept and perform transportation jobs offered by AVO, for which Provider shall be paid the Service Fee agreed upon by the parties (as described further below). Each job or job bundle accepted by Provider shall constitute a separate contractual engagement, the details of which shall be memorialized in the Purchase Order for that job.

B. AVO shall offer jobs to Provider during those times that Provider chooses to be available to receive jobs. Provider shall have no obligation to be available to receive jobs at any specific time or for any specific duration. Provider shall have complete discretion to determine when Provider will be available to receive job offers. If, however, Provider agrees to be available to receive job offers during a specified period, Provider shall be obligated to abide by the agreement.

C. Provider shall be entitled to accept, reject and select among transportation jobs offered by AVO. Provider shall have no obligation to accept any job offered to Provider pursuant to this Agreement and shall suffer no consequence for rejecting job offers. Following acceptance of a job, however, Provider shall be contractually obligated to perform the job in accordance with the job's parameters and other Client specifications, unless expressly waived by AVO. Failure to provide promised services on an accepted job shall constitute a material breach of this Agreement, and may subject Provider to damages.

D. The frequency with which AVO offers jobs to Provider under this Agreement shall be in the sole discretion of AVO. Nothing in this Agreement shall be construed as a guarantee that Provider shall be offered any particular number of jobs during any particular time period.

2. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding between the parties and shall not be modified, altered, changed or amended in any respect, unless in writing and signed by both parties. This Agreement supersedes any prior contract between the Parties.

3. PERFORMANCE OF PROVIDER'S SERVICES

A. Once Provider accepts a job, and the Service Fee is agreed upon by the parties, AVO will transmit electronically to Provider a Purchase Order setting forth the estimated job parameters, including, among other things, the pickup/drop-off location and time, the Service Fee to be paid (including wait time, if applicable), and any and all other Client specifications. Upon receipt or viewing of the Purchase Order, Provider may accept the job by signing and returning the Purchase Order to AVO, or by contacting AVO to confirm acceptance of the job (e.g., by email, telephone or other means of communication). In the event any term contained in the Purchase Order is inconsistent with the Provider's understanding of the job's parameters, Provider must immediately contact AVO to clarify the job parameters before beginning performance of the job, otherwise Provider shall be obligated to perform the job as specified in the Purchase Order (unless waived, canceled, or superseded by another Purchase Order issued by AVO).

B. AVO will endeavor to inform Provider of any material change in the details of a job as soon as practicable. In the event of a material change to a job (as defined by the Purchase Order), Provider shall have the right to renegotiate the applicable Service Fee or cancel the job without penalty (in which case Provider shall not be entitled to any fee). For the purpose of this section, a "material change" shall exist when one or more of the following occurs: (1) the pickup and/or drop off time is changed by more than one hour; (2) the pickup and/or drop off location is moved by more than twenty (20) miles; (3) "waiting time" is added to or eliminated from the job; or (4) the parties mutually agree that a change is material. In the event the Client cancels a job after acceptance by Provider, AVO agrees to pay Provider a cancellation fee of \$10.00, plus any applicable dead miles at the dead-mile rate set forth in Exhibit A if Provider is in route at the time of the cancellation, provided the cancellation occurs within two (2) hours of the pick-up time set forth in the Purchase Order.

C. Provider agrees to fully perform all accepted jobs in accordance with the job parameters and other specifications established by the Client. Full performance of a job shall typically include, but is not limited to:

- i. Safe, direct and uninterrupted transport of claimant directly to treatment location (including assisting claimant's movement to and from Provider's vehicle and in/out of any facility or premises);
- ii. On-time pickup of claimant from the specified point of origin;
- iii. If an accepted job involves "waiting time," full performance shall also include remaining available during claimant's treatment to perform return transport as soon as claimant becomes available. Clients often include waiting time for jobs involving a treatment of unknown duration or other circumstances in which it is difficult or impossible to specify a return time. Where waiting time is not included, Provider must be available to make the pickup at the time specified by the Client or claimant.
- iv. Safe, direct and uninterrupted transport of claimant from treatment location to return location; and
- v. On-time submission of all properly completed documentation required by the Client, including an invoice for the services rendered.

Failure to comply with this paragraph shall constitute a material breach of this Agreement.

D. In the event Provider anticipates at any time that it will be unable to perform a job consistent with the job's parameters and/or other Client specifications (e.g., meeting the agreed upon pickup or drop-off time), Provider agrees to inform AVO of the issue immediately by telephone. Failure to do so shall be a material breach of this Agreement and may subject Provider to damages payable to the Client and/or AVO in the event AVO is unable to broker the job to another Provider at the same or similar economic terms, or if AVO is required to pay any fees to the Client as a result of Provider's failure.

E. Provider understands that for liability reasons, Clients may prohibit the transport of individuals other than the claimant during the performance of a job. If Provider accepts a job subject to such a prohibition, Provider agrees to comply with the job parameter by only allowing the designated claimant(s) inside Provider's vehicle during performance of the job. Provider shall have no obligation to accept a job involving such a restriction, but

understands that once accepted, Provider must perform the job in accordance with the parameters specified by the Client. A passenger restriction imposed by a Client shall be limited to that job and shall only apply during performance of the job and (with that exception) shall in no way limit Provider's right to perform transportation services for other Clients or to carry passengers in its vehicle(s) at any other time. AVO shall notify Provider of whether a job includes such a passenger restriction prior to Provider's acceptance of the job.

F. Provider understands that for liability reasons, all Clients require claimants to be transported directly to and from the treatment location without interruption or unauthorized stops. By accepting a job, Provider therefore expressly agrees to transport the designated claimant(s) directly between the locations specified in the Purchase Order without making any additional stops, unless otherwise authorized by the Client and/or AVO.

G. As a commercial transportation provider, Provider understands the importance of presenting a professional image to the public and its customers. Provider, therefore, agrees that when performing services covered by this Agreement, Provider shall only use vehicles and equipment that meet or exceed the appearance standards generally adhered to in the carriage industry. Provider further agrees that when performing services covered by this Agreement, Provider's driver(s) shall maintain a professional appearance consistent with the same industry standards. AVO shall have no right to require Provider to display AVO's name, logo or colors on Provider's vehicle(s) or to require that Provider's driver(s) wear a uniform or any other clothing displaying AVO's name, logo or colors. Nothing in this Agreement shall limit Provider's right to display its business name, logo or colors on its vehicles or driver apparel.

H. AVO shall have no right to, and shall not, control the manner or prescribe the method Provider uses to perform accepted jobs, subject to the terms of this Agreement. Provider shall be solely responsible for determining the most effective, efficient and safe manner to perform the services relating to each job, subject to the terms of this Agreement and the applicable Purchase Order. The parties acknowledge that any provisions of this Agreement reserving certain authority in AVO have been inserted solely to achieve compliance with federal, state, or local laws, rules, and interpretations thereof.

I. *Credentiaing.* Provider represents that it is engaged in the business of providing the commercial transportation services described in this Agreement and further represents that, as of the date of execution of this Agreement, Provider currently possesses or is in the process of obtaining all licenses, permits and other legal prerequisites necessary to perform such services, as required by the states and/or localities in which Provider operates. To ensure Provider's compliance with all legal requirements, Provider must provide written copies of all such licenses, permits and other legal prerequisites within thirty (30) days of the date of execution of this Agreement. Thereafter, Provider must submit to AVO current copies of such licenses, permits, etc. as they are renewed. To ensure all such permits and licenses remain current, AVO shall, upon request, be entitled to review such licenses and permits from time to time. Failure to maintain current licenses, permits or other legal prerequisites, or failure to comply with any other provision of this paragraph, shall constitute a material breach of this Agreement. Provider understands that AVO may conduct criminal and driving record background checks on Provider and its drivers. To the extent Provider uses subcontractors to perform any of the services contemplated by this Agreement, Provider understands and hereby warrants that it will only use subcontractors that meet all of the requirements applicable to Provider, as described in this Agreement. In signing this Agreement, Provider certifies that the personnel and equipment it utilizes in performing services pursuant to this Agreement meet all industry and regulatory standards and qualifications. Provider further certifies that any employee, agent, or subcontractor Provider assigns to perform transportation jobs under this Agreement will possess the requisite

licenses and permits required of Provider under this Agreement, and will have accomplished all other prerequisites necessary to perform such services required by the state or states and locality or localities in which the transportation job is being performed. Provider agrees that, as part of the credentialing requirements for Provider's personnel, AVO may require Provider to perform a Criminal Background Check, Drug Test, and/or a Motor Vehicle Report (MVR) background search on any driver Provider selects to perform a job accepted by Provider, the result of which must be provided to AVO prior to the individual's performance of services under this Agreement. Alternatively, Provider authorizes AVO to perform the MVR background search, the results of which AVO shall provide to Provider upon written request from Provider. In either case, Provider agrees that when performing services under this Agreement, it shall only use drivers that have been credentialed by Provider. The parties acknowledge that the sole purpose of the credentialing requirement is to ensure compliance with all laws regulating commercial transportation. Provider further agrees that its subcontractors shall be contractually bound to comply with the same proof of insurance and notice requirements applicable to Provider, as set forth in Section 7 below.

J. The parties recognize that both Provider and AVO are, or may be, engaged in similar agreements with others. Nothing in this Agreement shall preclude AVO from doing business with other independent transportation service providers, nor preclude Provider from entering into contracts similar to this Agreement with other transportation brokers. AVO neither has nor reserves the right to restrict Provider from concurrently or subsequently performing carriage services for any other company, business or individual, or from being engaged in any other occupation or business. However, Provider understands that it shall not during the term of this Agreement use its relationship with AVO (or the information gained therefrom) to divert or attempt to divert any business from AVO to a competitive transportation broker, any transportation provider, or directly to Provider itself.

K. Provider is not required to purchase, lease or rent any products, equipment or services from AVO as a condition of entering into this Agreement.

L. Provider agrees to faithfully and diligently devote its best efforts, skills and abilities to comply with the job parameters and Client specifications relating to any job accepted by Provider.

4. PROVIDER'S EQUIPMENT

A. Prior to execution of this Agreement, Provider shall provide to AVO a description (i.e., year, make, model, miles) and photographs of the inside passenger areas, external front, and external rear of the vehicle(s) Provider intends to use to provide service under this Agreement. Provider shall notify AVO of any change in its fleet by submitting to AVO an updated description (with photographs) prior to using any previously unidentified vehicle to perform services under this Agreement. The purpose of the vehicle description(s) and photographs is to enable AVO to determine whether Provider's equipment meets industry standards regarding vehicle appearance and quality. Any intentional misrepresentation regarding the nature or condition of Provider's equipment shall be deemed a material breach of this Agreement.

B. Subject only to requirements imposed by law, job parameters, Client specifications, and/or as otherwise set forth in this Agreement, Provider shall direct in all aspects the operation of the equipment used in the

performance of this Agreement and shall exercise full discretion and judgment as an independent business in determining the means and methods of performance under this Agreement.

C. Except as specifically set forth in Section 4 of this Agreement, Provider is solely responsible for all costs and expenses incident to its personnel and equipment in performing services under this Agreement, including, but not limited to, costs of fuel, fuel taxes, wages, employment taxes, excise taxes, permits of all types, gross revenue taxes, road taxes, equipment use fees and taxes, licensing, insurance coverage and any other tax, fine or fee imposed or assessed against the equipment or Provider by any state, local, or federal authority as a result of an action by Provider or its employees, agents, or subcontractors in the performance of this Agreement.

5. PROVIDER'S PERSONNEL

A. Provider shall furnish at its own discretion, selection, and expense any personnel required or incidental to the performance of the services contemplated by the performance of this Agreement.

B. Provider shall be solely responsible for the direction and control of the employees, agents and subcontractors of Provider, if any, performing labor pursuant to this Agreement, including their selection, hiring, firing, supervision, assignment, and direction, the setting of wages, hours and working conditions, and the adjustment of their grievances. Provider shall determine the method, means and manner of the performance of the work of its employees, agents and subcontractors.

C. Provider assumes full and sole responsibility for the payment of all wages, benefits and expenses of its employees, agents, or subcontractors, if any, and for all state and federal income tax withholdings, unemployment insurance, and social security taxes as to Provider and all persons employed by Provider in the performance of services under this Agreement, and Provider shall be responsible for meeting and fulfilling the requirements of all regulations now or hereafter prescribed by legally constituted authority with respect thereto. AVO shall not be responsible for the wages, benefits or expenses due Provider's employees, agents, or subcontractors nor for income tax withholding, social security, unemployment, or other payroll taxes of Provider's employees, agents, or subcontractors.

D. AVO shall neither have nor exercise disciplinary authority or control over Provider's employees, agents, or subcontractors, shall have no authority to supervise or direct Provider's employees, agents, or subcontractors in the performance of their work for Provider, and shall have no authority or right to select, approve, hire, fire or discipline any of Provider's employees, agents, or subcontractors.

E. AVO is not authorized to withhold state or federal income taxes, social security taxes, unemployment insurance taxes, or any other local, state or federal tax on behalf of Provider or Provider's employees, agents, or subcontractors. If mandated by a court of law with proper authority and jurisdiction, AVO shall comply with the terms of a garnishment order, as required by law. AVO will comply with any and all applicable requirements of local, state, or federal law to report payments AVO makes to independent contractors. Provider will be notified of any such reports made by AVO regarding Provider's services to the extent required by applicable law.

6. SERVICE FEES

A. In exchange for accepting and fully performing a job, Provider shall be paid the agreed upon Service Fee for that order. Unless otherwise negotiated at the time the job is offered, the parties agree that Provider shall be paid the pre-arranged Service Fee for each job performed, which shall be set forth in a Service Fee Schedule. The Service Fee Schedule applicable as of the date of execution of this Agreement is attached as Exhibit A. Before any change to the pre-arranged Service Fees may become effective, AVO shall provide notice of such change(s) to Provider via electronic written notice.

B. Regardless of the pre-arranged Service Fee, Provider shall always have the right to refuse any job offered by AVO without penalty. Similarly, AVO and Provider shall always have the right to attempt to negotiate a Service Fee different from the pre-arranged fee. The purpose of the pre-arranged Service Fee is only to act as the default fee in the event neither party negotiates a different amount.

C. In addition to the Service Fee (as described above), Provider shall be entitled to invoice for any transportation-related cost necessarily incurred in the performance of the job, such as bridge and highway tolls and parking fees. For any cost to become payable by the Client, Provider must submit written proof of the cost in a form sufficient to establish authenticity (e.g., a commercial receipt or bill), which Provider must submit with the applicable invoice.

D. No Service Fee or costs shall become due or payable until Provider properly invoices AVO for the job. Due to requirements imposed by the Clients, Provider must submit a proper invoice to AVO within five (5) business days of completion of the job. Invoices submitted more than five (5) business days after completion of the job will be transmitted to the Client for attempted payment. **However, illegible, improper or late submission of invoices may result in forfeiture of some or all of the applicable Service Fee and/or delayed payment.** This section shall not apply to California-based providers.

E. To be proper, an invoice must contain the following information: Provider's name, business address and telephone number, the Purchase Order number(s), pickup and drop-off time(s), "live" trip miles, "dead" trip miles, wait time (if applicable, including beginning and ending times), itemized list of transportation costs (including supporting documentation and receipts), the total Service Fee and costs due, and any other pertinent information related to the job. Provider's invoice must contain all the information set forth above.

F. AVO shall remit payment of undisputed Service Fees to Provider within twenty (20) days of the receipt of Provider's invoice, subject to paragraph D, above. Fees invoiced during the settlement period shall be paid in a single remittance check.

7. PAYMENT DISPUTES

A. *Provider's Failure.* In the event Provider fails to perform the contracted services consistent with the job's parameters (i.e., a service failure), Provider shall forfeit all or part of the Service Fee (depending on the extent of the service failure). In addition, any service failure on Provider's part may result in a minimum service failure fee of \$20.00, which shall be in addition to any amount of damage suffered by AVO and/or the Client as a result of the failure. Any reduction in the Service Fee shall be based upon proof provided by Provider, the claimant, and/or the Client.

B. *AVO's Failure.* If payment from AVO is owed to Provider under the terms of this Agreement, and such payment is not made in a timely manner, Provider shall have the right to seek payment either through arbitration or by other legal means contemplated by this Agreement.

8. INSURANCE

A. *Vehicle Insurance.* As an express condition of doing business with AVO, and at its sole expense, Provider shall maintain current, during the life of this Agreement, third-party commercial auto insurance of the types and amounts specified herein for every vehicle used to perform services under this Agreement. Provider acknowledges that failure to secure or maintain satisfactory insurance coverage shall be deemed a material breach of this Agreement and shall result in the immediate suspension of the Agreement and the loss of Provider's right to receive or accept job offers from AVO under this Agreement.

- i. Coverage Specifications. To perform services under this Agreement, Provider must maintain commercial grade automobile insurance with limits of \$250,000 per occurrence and \$500,000 aggregate, unless higher limits are required by state or local law, in which case such requirements must be met.
- ii. Notification of Coverage. Provider shall evidence such insurance coverage by delivering to AVO, before its equipment performs services under this Agreement, current certificates of insurance. To ensure public safety, Provider further agrees to provide updated certificates each time Provider purchases, renews or alters its insurance coverage. Furthermore, Provider must provide AVO with written notice at least thirty (30) days prior to cancellation of any insurance policy required by AVO. For this purpose, Provider shall list AVO as an additional insured on Provider's vehicle insurance policy for the sole purpose of being notified of a lapse in coverage. AVO shall have no right to control Provider's selection or maintenance of its policy.

B. *Passenger Liability Insurance.* In addition to all other insurance requirements contained herein, Provider shall maintain supplemental passenger liability insurance covering the claimant(s) transported during all jobs accepted from AVO in an amount of no less than \$100,000 per occurrence and \$1,000,000 aggregate. Provider must submit a certificate verifying such coverage before Provider shall be entitled to receive or accept any job. To ensure compliance with this requirement, Provider agrees to provide updated proof of supplemental liability insurance upon request.

C. *Occupational Accident Insurance.* If permitted by law, Provider may choose to insure him or herself against industrial injuries by maintaining occupational accident insurance in place of workers' compensation insurance. Provider's subcontractors may also, to the extent permitted by law, maintain occupational accident insurance in place of workers' compensation insurance. All of Provider's employees, however, must be covered by workers' compensation insurance, as required by law. If Provider intends to perform services in Utah, and Provider desires to insure him or herself under an occupational accident insurance policy (rather than a workers' compensation policy), Provider must provide to AVO a copy of its "Statutory Employee Exclusion Endorsement" form, which enables business owners and officers to be exempted from Utah's workers' compensation insurance requirement (for Utah Providers only). If any of Provider's subcontractors performing services in Utah maintain occupational accident insurance in place of worker's compensation insurance, a copy of the subcontractor's Statutory Employee Exclusion form must also be submitted to AVO.

D. *Workers' Compensation Insurance.* Subject to the limited exception contained in paragraph C above, Provider shall carry workers' compensation insurance and/or occupational accident insurance, as required by law, for all personnel Provider utilizes, including him or herself, to perform services pursuant to this Agreement.

9. INDEMNITY

Provider agrees to indemnify, protect and hold harmless AVO and the Client from any and all claims, demands, damage, suits, losses, liabilities and causes of action arising directly or indirectly from, as a result of or in connection with, Provider's actions (or omissions) arising from the performance of services under this Agreement, including personal injury or death to any person (including Provider and/or Provider's employees) or liability for civil and/or criminal conduct (e.g., assault, battery, fraud); or any liability arising from Provider's failure to comply with the terms of this Agreement. Provider's obligations hereunder may include AVO's and/or the Client's cost of defense as well as the payment of any final judgment rendered against AVO and/or the Client.

10. DAMAGE OR INJURY CLAIMS

A. Provider shall be liable to the Client for all claims of damage and/or injury to any claimant sustained while being transported by Provider. Provider agrees to notify AVO of any damage or injury as soon as practicable after damage or injury occurs. Provider understands that passenger insurance may provide coverage for some, but not all, damage or injury.

B. Provider agrees to fully cooperate with the Client, the claimant and/or AVO to resolve injury or damage claims as quickly as possible. If Provider disputes liability for injury or damage, Provider shall have the right to take all lawful action to seek payment or indemnification for such injury or damage. Provider agrees that, in the event AVO is held liable for any injury or damage to any claimant caused by Provider, AVO shall have the right to recover such amount from Provider. Similarly, should AVO voluntarily elect to pay any amount owed to a Client or claimant for damage or injury to a claimant caused by Provider or for which Provider is responsible and/or liable, AVO shall have the same right as the Client to recover from Provider (i.e., AVO stands in the shoes of the Client). In such case, AVO shall also be subject to all obligations and restrictions applicable to the entity in whose shoes it stands.

C. Unless resolved informally or in small claims court, all damage or injury claims between AVO and Provider (including claims where AVO "stands in the shoes of" another) shall be resolved pursuant to the Arbitration Provision contained in Section 16 below.

11. RELATIONSHIP OF PARTIES

A. This Agreement is between two co-equals, independent business enterprises that are separately owned and operated. The parties intend this Agreement to create the relationship of transportation broker and independent contractor and not that of employer and employee. The parties are not employees, agents, joint ventures or partners of each other for any purpose.

B. As an independent contractor, Provider recognizes that it is not entitled to unemployment benefits following termination of the parties' relationship.

C. Provider agrees that neither it, nor any of its employees, agents, or subcontractors, if any, will make any representations that it or they are an "employee of" or "driver for" AVO. This includes, but is not limited to, a description of the Provider's "occupation" or "profession" on any social networking sites, such as LinkedIn and Facebook. Neither AVO nor Provider shall have the right to bind the other by contract or otherwise except as specifically provided in this Agreement.

BY INITIALING TO THE RIGHT, PROVIDER REPRESENTS AND ACKNOWLEDGES THE FOLLOWING:

(1) PROVIDER UNDERSTANDS THAT THIS AGREEMENT CREATES THE RELATIONSHIP OF PRINCIPAL-INDEPENDENT CONTRACTOR, NOT EMPLOYER-EMPLOYEE; _____

(2) PROVIDER SPECIFICALLY DESIRES AND INTENDS TO OPERATE AS AN INDEPENDENT CONTRACTOR; AND _____

(3) AS AN INDEPENDENT CONTRACTOR, PROVIDER IS NOT ENTITLED TO UNEMPLOYMENT BENEFITS FOLLOWING TERMINATION OF THE PARTIES' RELATIONSHIP. _____

12. CONFIDENTIALITY AND NON-SOLICITATION

A. The parties understand that to perform the services contemplated by this Agreement it is necessary for the parties to exchange certain confidential and proprietary information regarding their operations, customers and other sensitive details that the parties consider confidential. This confidential and proprietary information ("Confidential Information") includes, but is not limited to, the following:

- i. AVO Information. (1) information regarding AVO's brokering systems, methods, processes and technology (software and hardware); (2) data regarding the identity of AVO's Clients and their claimants, including names and contact information (e.g., email addresses and internal phone numbers); (3) pricing, pricing methods and billing practices; (4) provider names, addresses and contact persons; (5) marketing and financial plans; (6) letters, memoranda, agreements, and other internal documents; and (7) financial or other information regarding AVO, its Clients or the claimants that has not been disclosed to the public.
- ii. Provider Information. (1) information regarding Provider's customers and/or Clients; (2) Provider's pricing, pricing methods and billing practices; (3) Provider's address and contact persons; (4) business proposals and bids and any related letters, memoranda, agreements, and other internal documents maintained in confidence; and (5) financial information regarding Provider that has not been disclosed to the public.

B. Except upon order of government authority having jurisdiction, upon receipt of a written request from a Client, or upon written consent by the other party, AVO and Provider covenant and agree that they shall not disclose to third parties or use for their own benefit or the benefit of any third party, any proprietary information

entrusted by the other party, its customers/Clients or the claimants in the performance of services pursuant to this Agreement. The parties specifically intend that the text of this Transportation Provider Agreement be considered proprietary information protected hereunder.

C. Provider agrees to return any and all of AVO's property (including the AVO identification badge if applicable) and confidential information in Provider's possession immediately upon termination of this Agreement by either party. Provider acknowledges that its failure to return AVO's property or confidential information could delay payment of any outstanding invoices.

D. Provider agrees that during the term of this Agreement, neither it, nor its employees, agents, or subcontractors, will solicit any jobs directly from or perform jobs directly for any Client or claimant for which Provider performed a job brokered by AVO.

13. COOPERATION

Provider agrees to cooperate with AVO with regard to future litigation in any way related to Provider's services under this Agreement. For example, Provider agrees to make himself or herself available to review documents, answer questions, and/or appear as a witness in any such litigation per AVO's request. Provider also agrees to notify AVO should Provider be subpoenaed or otherwise contacted by anyone regarding litigation involving a Client or claimant

14. ENFORCEMENT AND ADVICE OF COUNSEL

This Agreement shall be governed by the laws of the State of Florida as to interpretation and performance. Each Party acknowledges having had the opportunity to be represented by and/or advised by independent counsel of its own choice throughout all negotiations preceding execution of this Agreement; therefore, the terms of this Agreement shall be given a neutral interpretation, and any ambiguities or uncertainty in this Agreement shall not be construed against any party. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

15. ARBITRATION PROVISION

A. *Arbitration of Claims.* In the event of a dispute between the parties, the parties agree to resolve the dispute as described in this Section (hereafter "the Arbitration Provision"). This Arbitration Provision is governed by the Federal Arbitration Act, 9 U.S.C. § 1, et seq., and applies to any dispute brought by either Provider or AVO arising out of or related to this Agreement or Provider's relationship with AVO, including termination of the relationship. The provisions of this Arbitration Provision shall remain in force after the parties' contractual relationship ends. Nothing contained in this Arbitration Provision shall be construed to prevent or excuse Provider from utilizing any procedure for resolution of complaints established in this Agreement (if any), and this Arbitration Provision is not intended to be a substitute for the utilization of such procedures. Except as it otherwise provides, **this Arbitration Provision is intended to apply to the resolution of disputes that otherwise**

would be resolved in a court of law, and therefore this Arbitration Provision requires all such disputes to be resolved only by an arbitrator through final and binding arbitration and not by way of court or jury trial.

- i. Claims Covered By Arbitration Provision. Unless carved out below, claims involving the following disputes shall be subject to arbitration under this Arbitration Provision regardless of whether brought by Provider, AVO or any agent acting on behalf of either: (1) disputes arising out of or related to this Agreement; (2) disputes arising out of or related to Provider's relationship with AVO, including termination of the relationship; and (3) disputes arising out of or relating to the interpretation or application of this Arbitration Provision, but not as to the enforceability, revocability or validity of the Arbitration Provision or any portion of the Arbitration Provision. This Arbitration Provision also applies, without limitation, to disputes regarding any city, county, state or federal wage-hour law, trade secrets, unfair competition, compensation, meal or rest periods, expense reimbursement, uniform maintenance, training, termination, discrimination or harassment and claims arising under the Uniform Trade Secrets Act, Americans With Disabilities Act, Age Discrimination in Employment Act, Family Medical Leave Act, Fair Labor Standards Act, Employee Retirement Income Security Act, Genetic Information Non-Discrimination Act, and state statutes, if any, addressing the same or similar subject matters, and all other similar federal and state statutory and common law claims (excluding workers' compensation, state disability insurance and unemployment insurance claims).
- ii. Administrative Agency Claims. Claims may be brought before, and remedies awarded by, an administrative agency if applicable law permits access to such an agency notwithstanding the existence of an agreement to arbitrate. Such administrative claims include without limitation claims or charges brought before the Equal Employment Opportunity Commission (www.eeoc.gov), the U.S. Department of Labor (www.dol.gov), the National Labor Relations Board (www.nlr.gov), and the Office of Federal Contract Compliance Programs (www.dol.gov/esa/ofccp). Nothing in this Arbitration Provision or this Agreement shall be deemed to preclude or excuse a party from bringing an administrative claim before any agency in order to fulfill the party's obligation to exhaust administrative remedies before making a claim in arbitration.
- iii. Excluded Claims. The following claims shall be excluded from coverage by this Arbitration Provision: (1) claims that, as a matter of law, may not be subject to a mandatory arbitration agreement, including; (2) claims based on private attorney general representative action statutes (as discussed further below); and (3) claims that may be adjudicated in small claims court.

B. Arbitration Procedure. The Arbitrator shall be selected by mutual agreement of Provider and AVO. Unless Provider and AVO mutually agree otherwise, the Arbitrator shall be an attorney licensed to practice in the location where the arbitration proceeding will be conducted or a retired federal or state judicial officer who presided in the jurisdiction where the arbitration will be conducted. If for any reason the parties cannot agree to an Arbitrator, either party may apply to a court of competent jurisdiction with authority over the location where the arbitration will be conducted for appointment of a neutral Arbitrator. The court shall then appoint an Arbitrator, who shall act under this Arbitration Provision with the same force and effect as if the parties had

selected the Arbitrator by mutual agreement. The location of the arbitration proceeding shall be no more than 45 miles from the geographic area where Provider performed services arranged by AVO, unless each party to the arbitration agrees in writing otherwise. If Provider no longer resides in the general geographical vicinity where AVO performed services, Provider and AVO shall agree to a location of the arbitration within 45 miles of where Provider resides, provided it is within the same state in which Provider performed services arranged by AVO. In arbitration, the parties shall have the right to conduct adequate civil discovery, bring dispositive motions, and present witnesses and evidence as needed to present their cases and defenses, and any disputes in this regard shall be resolved by the Arbitrator.

C. Making A Demand For Arbitration. A demand for arbitration must be in writing and delivered by hand or first class mail to the other party within the applicable statute of limitations period.

Any demand for arbitration made to AVO shall be sent to 8855 Grissom Parkway, Titusville, FL 32780. The Arbitrator shall resolve all disputes regarding the timeliness or propriety of the demand for arbitration.

D. Class Action Waiver. **There shall be no right or authority for any dispute to be brought, heard or arbitrated as a class, collective or representative action ("Class Action Waiver").** Notwithstanding any other clause contained in this Arbitration Provision, the preceding sentence shall not be severable from this Arbitration Provision in any case in which the dispute to be arbitrated is brought as a class, collective or representative action. Private attorney general representative actions are not covered within the scope of this Agreement and may be maintained in a court of law, but a Provider may seek in arbitration individual remedies for him or herself under any applicable private attorney general representative action statute, and the Arbitrator shall decide whether Provider is an aggrieved person under any private attorney general statute. Provider shall not be retaliated against, penalized or threatened with possible penalty as a result of any attempt by Provider to exercise rights protected under Section 7 of the National Labor Relations Act, including the filing of or participation in a class, collective or representative action in any forum. However, AVO may lawfully seek enforcement of this Arbitration Provision and the Class Action Waiver under the Federal Arbitration Act and seek dismissal of such class, collective or representative actions or claims. Notwithstanding any other clause contained in this Arbitration Provision, any claim that all or part of the Class Action Waiver is unenforceable, unconscionable, void or voidable may be determined only by a court of competent jurisdiction and not by an Arbitrator.

E. Attorneys' Fees and Arbitration Costs. Each party shall pay the fees for its own attorneys, subject to any remedies to which that party may later be entitled under applicable law. Costs incidental to the arbitration, including the cost of the Arbitrator and the meeting site ("Arbitration Costs") will be borne by AVO and Provider equally, unless otherwise required by applicable law. Any dispute regarding a party's obligation to pay Arbitration Costs shall be determined by the Arbitrator. In the event Provider contends that, as a matter of law, it is not responsible for payment of any Arbitration Costs, Provider shall have no obligation to pay any portion of the contested Arbitration Costs until, and only if, and the Arbitrator determines that Provider is responsible for the costs. If necessary for arbitration of the dispute, AVO agrees to cover the amount of the Arbitration Costs contested by Provider until such time as the Arbitrator determines payment responsibility. If the Arbitrator determines that Provider is responsible for any amount of the Arbitration Costs already paid by AVO, Provider shall remit payment of that amount to AVO within 30 days of the Arbitrator's determination.

F. *Post-Arbitration Procedures.* Within 30 days of the close of the arbitration hearing (which period may be extended by stipulation of the parties), any party shall have the right to prepare, serve on the other party and file with the Arbitrator a post-arbitration brief. The Arbitrator may award any party any remedy to which that party is entitled under applicable law, but such remedies shall be limited to those that would be available to a party in his or her or its individual capacity in a court of law for the claims presented to and decided by the Arbitrator, and no remedies that otherwise would be available to an individual in a court of law will be forfeited by virtue of this Arbitration Provision. The Arbitrator shall issue a decision or award in writing, stating the essential findings of fact and conclusions of law. Except as may be permitted or required by law, as determined by the Arbitrator, neither a party nor an Arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of the parties. A court of competent jurisdiction shall have the authority to enter a judgment upon the award made pursuant to the arbitration.

G. *Application To Existing Claims And Controversies.* This Arbitration Provision is intended broadly to apply to all controversies hereafter arising out of or related to the parties' relationship or Provider's performance of services for AVO or its customer, as well as any existing controversy that has arisen from the parties' relationship or Provider's performance of services for AVO or its customer, as is permitted under Section 2 of the Federal Arbitration Act.

H. If Provider does not want to be subject to this Arbitration Provision, Provider may opt out of this Arbitration Provision by signing and dating the "Opt-Out Provision" set forth immediately below.

Opt-Out Provision	
I hereby certify that I have read the above Arbitration Provision and that I do not want to be bound by it.	_____ Provider's Signature
	Date: _____

I. *Right To Consult With An Attorney.* Provider has the right to consult with private counsel of Provider's choice with respect to any aspect of, or any claim that may be subject to, this Arbitration Provision. In the event any portion of this Arbitration Provision is deemed unenforceable, the remainder of this Arbitration Provision will be enforceable. If the Class Action Waiver is deemed to be unenforceable, Provider and AVO agree that the Arbitration Provision is otherwise silent as to any party's ability to bring a class, collective or representative action in arbitration.

16. LEGALLY MANDATED DRUG AND ALCOHOL TESTING

Provider agrees to comply with all federal, state and local laws regulating drug and alcohol use and testing. Failure to satisfy all such requirements shall constitute a material breach of this Agreement. Provider acknowledges that drivers who test positive for drugs and/or alcohol may not thereafter operate equipment under this Agreement until first satisfying all requirements of federal, state and local law.

17. TERMINATION OF AGREEMENT

A. This Agreement shall remain in effect until terminated as follows:

- i. At any time upon the mutual written consent of the parties hereto;
- ii. If one party has materially breached the Agreement, upon seven (7) days' written notice to the breaching party, with such notice specifying the breach relied upon;
- iii. By either party without cause upon thirty (30) days' prior written notice to the other party, with the date of mailing commencing the thirty (30) day period;
- iv. The Agreement shall be automatically terminated for inactivity of more than 180 days, with the date of termination being the 180th day following the date of the last job performed by Provider.

B. A party that receives notice of termination must continue to fulfill its obligations under this Agreement during the entire notice period. Otherwise, the party will be liable for early termination without notice.

C. The following acts and/or occurrences shall constitute a material breach of this Agreement:

- I. Failure by Provider to maintain current insurance coverage in the amounts and types required herein.
- II. Failure by AVO to remit to Provider all Service Fees due and owing within 30 days of the date the amount became due, subject to Section 4, Paragraphs D and F, above.
- III. Refusal by Provider to reimburse a Client, claimant, or AVO for any damage or injury caused by Provider.
- IV. Refusal by AVO to provide documentation requested by Provider reasonably relating to a damage or injury claim arising under this Agreement.
- V. Refusal by Provider to fully complete a job after acceptance without waiver by the Client, claimant or AVO.
- VI. Failure by either party to maintain all licenses and permits required by law and/or this agreement.
- VII. Assignment of a job by Provider to an employee, agent, or subcontractor who is not credentialed, as required under this Agreement.
- VIII. Provider's loss of license and/or full driving privileges, or the use by Provider of a driver who is not fully and properly licensed and credentialed to perform the job brokered by AVO.
- IX. Intentional misrepresentations by Provider, its employees, agents or subcontractors to a claimant, Client or AVO, including submission of a false invoice for the purpose of obtaining amounts to which Provider knew or should have known it was not entitled. Violation by either party of the Confidentiality and Non-Solicitation provisions of this Agreement, including the improper use or disclosure of confidential or proprietary information

X. Documented complaint by a claimant, Client or medical provider that Provider and/or its employee or subcontractor engaged in conduct that a reasonable person would find physically threatening, highly offensive or harassing.

D. The above list of acts and occurrences is not intended to be exhaustive.

18. TERM OF AGREEMENT

The term of this Agreement shall be for one year and thereafter shall automatically and repeatedly renew for a term of identical length until terminated, unless either party provides thirty (30) days' notice of its desire to re-negotiate the terms of the Agreement. Provided all requirements set forth above are satisfied, the term of this Agreement shall commence on _____, 20__ (the "effective date").

Dated: _____, 20__

Dated: _____, 20__

AVO T&L, LLC
1419 Chaffee Drive, Suite 1
Titusville, FL 32780

PROVIDER

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

SS#/Tax ID No: _____

Address: _____

City: _____ State: _____

Zip Code: _____ Phone#: _____

GLOSSARY

- A. Claimant: For purposes of this Agreement, the term "claimant" shall refer to an individual undergoing medical treatment for an occupational injury covered by a "Client."
- B. Client: For the purposes of this Agreement, the term "Client" shall refer to the Client, insured, third party administrator, or such other person or entity responsible for the cost of a claimant's treatment, including the cost of transportation necessary for such treatment.
- C. Job: For the purposes of this Agreement, the term "job" (sometimes "transportation job") shall refer to a pre-arranged transportation job placed by a Client for brokering by AVO to an independent transportation provider. The parameters of a job are defined by the Client, which details are sometimes referred to as "Client specifications." The term "job" shall also refer to and include "job bundles", which consist of multiple jobs grouped together for the purpose of brokering the jobs to a single transportation provider for a single Service Fee.
- D. Purchase Order: For purposes of this Agreement, the term "Purchase Order" shall refer to a contract between AVO and a "transportation provider" that describes the parameters of the job to be performed, as specified by the Client (i.e., the Client).
- E. Service Failure: For the purposes of this Agreement, the term "service failure" shall be defined as a failure by a "transportation provider" to perform and complete a job in accordance with the terms of the job, as specified by the Client (i.e., the Client).
- F. Transportation Provider (or "Provider"): For the purposes of this Agreement, the term "transportation Provider" (or "Provider") shall be defined an entity engaged in the livery, carriage or transportation business. Transportation Providers vary in size and shape and range from large companies, such as taxicab companies, to sole proprietors.
- G. Service Fee: For the purposes of this Agreement, the term "Service Fee" shall refer to the amount a Provider charges to perform a job or series of jobs.
- H. Live Miles: For purposes of this Agreement, "live miles" shall be defined as trip miles involved in the actual transportation of a claimant to or from claimant's appointment.
- I. Dead Miles: For purposes of this Agreement, "dead miles" shall be defined as trip miles incurred to the pick-up location and, in some cases, returning to Provider's origin of departure.

PRE-ARRANGED SERVICE FEE SCHEDULE

1		Per "live" trip mile with claimant in vehicle (round trip) as indicated by MapQuest®
2		Per "dead" trip mile (round trip) as indicated by MapQuest®
3		Minimum for job completion (minimum applies if trip miles billed do not exceed \$20.00)
4		NO SHOW on the part of the claimant (if the passenger refused the ride or fails to show at the pick-up point)
5		Per hour of wait time <i>(if applicable)</i>
6		Per late cancellation (less than two (2) hours prior to designated pick-up time)



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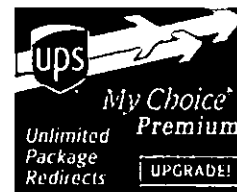
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Shipment Progress

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Location	Date	Local Time	Activity
TITUSVILLE, FL, US	09/30/2016	12:16 P.M.	Delivered
Rockledge, FL, United States	09/30/2016	8:20 A.M.	Out For Delivery
	09/30/2016	7:58 A.M.	Arrival Scan
Jacksonville, FL, United States	09/30/2016	4:49 A.M.	Departure Scan
Jacksonville, FL, United States	09/29/2016	5:50 P.M.	Arrival Scan
Richmond, VA, United States	09/29/2016	6:45 A.M.	Departure Scan
	09/29/2016	4:16 A.M.	Arrival Scan
Harrisburg, PA, United States	09/29/2016	12:03 A.M.	Departure Scan
Harrisburg, PA, United States	09/28/2016	12:27 P.M.	The apartment number is either missing or incorrect. This may delay delivery. We're attempting to update the address. / The package will be returned to the sender. Alternate Tracking Number 1ZA960872990518053
Harrisburg, PA, United States	09/21/2016	8:00 P.M.	The apartment number is either missing or incorrect. This may delay delivery. We're attempting to update the address. / We've contacted the receiver to request additional information.



Additional Information

Shipment Category: Package

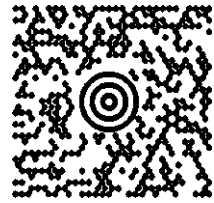
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1.0 LBS LTR

1 OF 1

SHIP TO:

JOSHUA KWIATKOWKI
COMMONWEALTH OF PENNSYLVANIA
P.O. BOX 3265
HARRISBURG PA 17105-3265

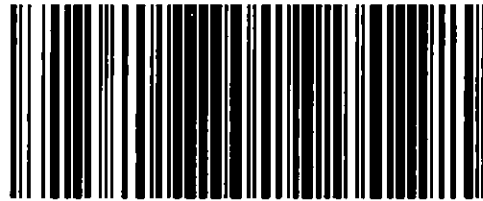


PA 171 9-20



UPS NEXT DAY AIR SAVER 1P

TRACKING #: 1Z A96 087 29 9051 8053



BILLING: P/P
SIGNATURE REQUIRED

Reference#1: AVO - PA A-2016-2553773

UPS 18.5 39. WNTNV50 78.0A 07/2016



UPS Internet Shipping: View/Print Label

1. Ensure there are no other shipping or tracking labels attached to your package. Select the Print button on the print dialog box that appears. Note: If your browser does not support this function select Print from the File menu to print the label.

2. Fold the printed label at the solid line below. Place the label in a UPS Shipping Pouch. If you do not have a pouch, affix the folded label using clear plastic shipping tape over the entire label.

3. GETTING YOUR SHIPMENT TO UPS
Customers with a Daily Pickup
 Your driver will pickup your shipment(s) as usual.

Customers without a Daily Pickup

Take your package to any location of The UPS Store®, UPS Access Point™ location, UPS Drop Box, UPS Customer Center, UPS Alliances (Office Depot® or Staples®) or Authorized Shipping Outlet near you. Items sent via UPS Return Services(SM) (including via Ground) are also accepted at Drop Boxes. To find the location nearest you, please visit the 'Find Locations' Quick link at ups.com. Schedule a same day or future day Pickup to have a UPS driver pickup all of your Internet Shipping packages.

Hand the package to any UPS driver in your area.

UPS Access Point™
 THE UPS STORE
 2000 CHENEY HWY
 TITUSVILLE .FL 32780

UPS Access Point™
 THE SHIPPING DEPOT INC
 728 WEST AVE
 COCOA .FL 32927

FOLD HERE

CALE JARVIS 800-779-0671 103 PSYCHGROUP 1419 CHAFFEE DR TITUSVILLE FL 32780	1.0 LBS LTR	1 OF 1
SHIP TO: JOSHUA KWIATKOWSKI COMMONWEALTH OF PENNSYLVANIA P.O. BOX 3265 HARRISBURG PA 17105-3265		
	PA 171 9-20 	
UPS NEXT DAY AIR SAVER 1P TRACKING #: 1Z A96 087 P5 9490 5102		
		
BILLING: P/P ATTENTION UPS DRIVER: SHIPPER RELEASE		
Reference#1: AVO - PA A-2016-2553773		
<small>UIS 18 5 48. WNTNV50 78 0A 07/2016</small>		