



For Payments Email:  
LOGISTICSAP@USXPRESS.COM

11/3/2020 1:13:11 PM

## Load Tender and Rate Agreement Sheet

Carrier Must Reference Ord#: 5555555 on invoice to expedite payment process.

Detention is waived if Carrier misses their Appointment time

**Carrier:** TEST  
COMPANY INC.  
SAN FRANCISCO, CA  
123-456-7890

TEST01

**Segment#**  
1111111

**Order#:** 5555555

**Equipment** VAN  
**Type:**

**Miles:** 546

**Size:**

**Origin Pick** LIVE LOAD  
**Up:**

**Final Delivery:** LIVE  
**UNLOAD**

**LOAD IS NOT TO BE BROKERED OR FEES CAN OCCUR**

### Dispatch Instructions:

Driver must say they are picking up and delivering for US Xpress Logistics.

Carrier must notify US Xpress Logistics if they will be late to a pick up or delivery appointment. If an appointment is missed, US Xpress Logistics will reschedule the appointment for the next available appointment time with the customer. US Xpress Logistics will not be financially responsible to Carrier for any costs incurred by Carrier due to US Xpress Logistics resetting the appointment.

Carrier must provide the tractor and trailer numbers, driver's name and cell phone number, the PRO number, and after hours contact.

Overages, shortages, damages must be reported to US Xpress Logistics while Carrier is still at the customer delivery location and noted on the Bill of Lading. Notification shall be made to the Carrier Representative noted on the rate confirmation.

All unplanned accessorials charges must be communicated to US Xpress Logistics by Carrier immediately and approved by US Xpress Logistics in writing in order to be paid.

In order for Carrier to receive payment for detention, Carrier must provide US Xpress Logistics at least thirty (30) minutes' notice prior to detention taking effect, send the IN and OUT times on the Bill of Lading, and receive US Xpress Logistics' prior written approval for the detention charge. Late arrival at pick up or delivery will automatically disqualify Carrier from receiving payment for detention. IN and OUT times must be written on the Bill of Lading by the customer (if the customer refuses, Carrier must get the name of that person and report it to US Xpress Logistics immediately).

In addition to the other requirements set forth herein, before paying or agreeing to any lump sum services, Carrier must notify the Carrier Representative noted on the rate confirmation at US Xpress Logistics and get prior authorization/approval in writing in order to get full reimbursement. Carrier must provide a signed lump sum receipt to receive payment for a lump sum service.

All special instructions on the rate confirmation sheet must be performed at the negotiated rates.

Cargo must be inspected by Carrier at pick-up and delivery, unless pre-sealed by the customer or a drop and hook.

The Carrier must review the Bill of Lading to ensure all terms are met.

Carrier is responsible for matching all information on the Bill of Lading given to the driver to that which is on the rate confirmation. Any costs incurred by US Xpress Logistics due to Carrier's failure to notify US Xpress Logistics' Carrier Representative of any discrepancies while at the shipper will be the Carrier's responsibility.

A signed Bill of Lading must be furnished with Carrier's invoice to receive payment.

Carrier shall be responsible for adhering to Shipper's instructions communicated to Carrier on a load-by-load basis. Carrier agrees that food that has been transported or

offered for transport under conditions that are not in compliance with the Shipper's instructions, as provided to Carrier by the Shipper, may be considered "adulterated," as determined by a qualified individual, within the meaning of the Federal Food, Drug and Cosmetic Act, 21 U.S.C. §342(l), and its implementing regulations. Carrier understands and agrees that adulterated shipments may be refused by the consignee or receiver, upon their delivery, at destination without diminishing or affecting Carrier's liability in the event of a cargo claim.

Carrier shall be willing, upon Broker's request, to accept satellite or cell phone tracking through a third party vendor.

Any supplemental Service Requirements will be communicated to Carrier on a per shipment basis.

Carrier shall not make any alterations or repairs to U.S. Xpress equipment without the prior approval of U.S. Xpress. For notice and approval regarding U.S. Xpress trailer maintenance, damage, or repairs, contact the USX Carrier Rep for this load at their direct phone number listed at the bottom of this rate confirmation, or contact the general U.S. Xpress brokerage phone number at 866-266-7270 and follow the prompts for carriers.

**Total Weight:** 41,693 LBS

**Ord# 5555555 Total Pay(USD):** \$1,250.00

**Linehaul Pay:** \$1,250.00

**Fuel Surcharge:** \$0.00

**Add. Accessorials:** \$0.00

**Service Bonus:** \$0.00

**Order Comments:**

BOL#: 7777777777777777 USX SHIPMENT ID: 01-1111111  
FRT DETAIL PO #: 1F8888  
FRT DETAIL BOL #: 9999999999  
SHP REF# 333333333 MBOL# 000000000000000000 DELV # 444444444:

Company	Pallets/Pcs	Appointment Type	Early	Late	Weight UOM
P/U Point SENSIBLE AND CO 5111 TEST DR YORK,PAYOR 17408 Commodity:UNKNOWN	21	Appt Set	11/4/2020 10:15 AM	11/4/2020 10:15 AM	41693LBS
Facility ID:5555555, Frt Detail Invoice #:AA11, Pickup Reference #:4444444444, XPM Shipper #:1111111111, XPM Consignee #:222222222, QTOPS MBOL:008888888888888888, Frt Detail PO #:1F1111, Store Number:9999999, Frt Detail BOL #:7777777777					
D/R Point COMPANY NAME 5222 SOFTWARE WAY MARION,IN/GRA 46952 Commodity:UNKNOWN	21	Appt Set	11/5/2020 4:00 PM	11/5/2020 4:00 PM	41693LBS
Facility ID:3333, Frt Detail BOL #:6666666666, Frt Detail Invoice #:2222222222, Pickup Reference #:2222222222, XPM Shipper #:1111111111, XPM Consignee #:222222222, QTOPS MBOL:0055555555555555, Frt Detail PO #:1F1111, Store Number:3333					

Carrier Rep: ALLISON SMITH

Carrier Contact Name: John Doooo

Date:

Email: ASMITH@USXPRESS.COM

Phone: (123)456-7890

Carrier Signature:

Please Sign and Fax back to U.S. Xpress Logistics @ (-)423

**Terms and Conditions:U.S. Xpress Logistics hereby referred to as USX Logistics**

- The rates set forth in this an independent contractor agreement("Agreement") between the parties and are for the above stated service/load only and are not valid for any other business between the undersigned parties.
- Carrier agrees to indemnify, defend and hold harmless USX Logistics and its customers from any loss, damage, liability, expense or claim relating to, resulting from, or arising out of Carrier's services, including, but not limited to, Carrier's negligent or willful acts or omissions. Carrier shall be liable for all loss, damage, injury to or delay of freight shipped hereunder in accordance with 49 U.S.C. 14706.
- USX Logistics agrees to pay Carrier within 30 days of receipt of Carrier's undisputed invoice provided all necessary documentation, including but not limited to the original Bill of Lading for the load and the rate confirmation sheet with amounts matching the invoice, has been provided to USX Logistics. Carrier agrees to look solely to USX Logistics for payment and shall not make any demand upon USX Logistics' customer ("Shipper") for payment. Shipper is a third party beneficiary of this Agreement. USX Logistics will have the right to offset payments owed to Carrier upon a claim by USX Logistics or Shipper regarding any damage to any shipment.
- Carrier understands and agrees that for a period of 1 year from the date of the Agreement, Carrier shall not back solicit, directly or indirectly, any Shipper whose transportation needs were disclosed to Carrier in connection with this Agreement. As liquidated damages, Carrier agrees to pay a 15% commission on all traffic handled for Shippers whose transportation needs were disclosed to Carrier in connection with this Agreement for a period of 1 year.
- Carrier warrants to USX Logistics (and Shipper) that it meets the following criteria and that it shall promptly notify USX Logistics (and Shipper) of any failures to meet any of the following criteria: (a) Carrier shall maintain all risk cargo insurance in the amount of not less than \$100,000 per shipment; (b) Carrier shall maintain motor carrier automobile public liability insurance for property damage and personal injury in the amount of not less than \$1,000,000; (c) Carrier shall maintain workers compensation insurance as required by state law; (d) Carrier shall agree to provide certificates of insurance upon request; (e) Carrier shall maintain "Satisfactory" U.S. DOT safety ratings or the equivalent CSA scores and is otherwise authorized to provide the proposed services; and (f) Carrier shall be in compliance with all applicable laws.

Carrier agrees that all freight tendered to it by USX Logistics shall be transported on equipment operated only under the authority of Carrier and Carrier shall not in any manner subcontract or broker

Carrier agrees that the rates and charges herein are the only rates and charges to be paid by USX Logistics. No other tariff rates or charges will apply. USX Logistics will only pay additional charges if charges are agreed to in writing and USX Logistics is able to collect the charges from Shipper. Carrier must inform USX Logistics within 24 hours of any unplanned accessorial or other additional charges incurred. USX Logistics will not reimburse detention charges unless "in" and "out" times are clearly stated on the Bill of Lading. USX Logistics will reimburse Carrier for approved lumber costs upon submission by carrier of a signed receipt.

- If a shipment is rejected by Consignee, USX Logistics has the option to either (1) have Carrier place the load in storage or (2) have Carrier return it to the point of origin or some other point of destination specified by USX Logistics.
- If Carrier cannot complete delivery as agreed, USX Logistics may take whatever steps necessary to have such shipment completed, with Carrier responsible for any extra costs incurred by USX Logistics in doing so.
- Carrier waives all rights to any claim for a lien on the shipment.
- Carrier is to be named on the Bill of Lading as "carrier of record". Any term or provision on a bill of lading or other document inconsistent with this provision is void and unenforceable.
- This written Agreement contains the entire Agreement between the parties and may only be modified by signed written Agreement. If there is a signed Broker/Carrier Agreement or signed accessorial Agreement in effect between Broker and Carrier, any terms of such Agreement that conflict with this Agreement shall take precedence over this Agreement. Tennessee law, venue and jurisdiction shall apply. Failure by USX Logistics to enforce any provision of this Agreement does not constitute any waiver of any rights or remedies under this Agreement. If any provisions of this Agreement are declared invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

Carrier's signature below or its acceptance of any load tendered by USX Logistics constitutes confirmation of and agreement to all information and terms and conditions set forth above and posted at <http://www.usxpress.com>.

Carrier Rep: ALLISON SMITH

Carrier Contact Name: John Doooo

Date:

Email: ASMITH@USXPRESS.COM

Phone: (123)456-7890

Carrier Signature:

Please Sign and Fax back to U.S. Xpress Logistics @ ( )-423