

# Carrier Load Tender

Reference: BG200889421 ( BOL ) Carrier: SUNNY FREIGHT LLC ( 1210128 ) Tender: 09/29/2021 02:38PM

Bill To: Blue Grace 2846 S Falkenburg Rd Riverview, FL 33578

BGLF will only pay additional charges if agreed to in writing. Carrier must inform BGLF at the time charges occur or within 24 hours of any and all unplanned accessorial or other additional charges incurred. BGLF will not reimburse detention charges unless "in" and "out" times are clearly stated on the Bill of Lading. BGLF will reimburse Carrier for approved lump sum costs upon submission by carrier of a signed receipt. If the carrier utilize the services of 10-4 Systems, the carrier will not qualify to participate in our carrier program. The carrier also agrees to not utilize the services of 10-4 Systems during the duration of our carrier agreement. PLEASE NOTE: All Invoices and copies of PODS Must be submitted IMMEDIATELY for Payment To: Truckloadinvoices@mybluegrace.com or Faxed to: 813.658.1806 \*\*\*Payment Will Not Be Processed Without Scanned Copy Of POD\*\*\*

## Comments

Contact Information: Joseph Harrell 630-381-0794 jharrell@bluegracegroup.com

## Special Instructions

TOTAL DISTANCE = 175 MI For Date Resets Call 214-794-0356 | TRAILER MUST BE SEALED AT ALL TIMES - DRIVER NOT ALLOWED TO BREAK SEAL - HI VIS SAFETY VEST REQUIRED TO BE WORN BY DRIVER - CLOSED TOED SHOES REQUIRED TRAILER MUST BE CLEAN, FREE OF DEBRIS AND ODOR FREE

## Equipment & Services

Equipment	Attributes		Services	
Dry Van				
Temperature:	Minimum:	0.00	Maximum:	0.00
		Requirement:		

## Stop 1 (pickup)

10/03/2021 03:00PM - 10/03/2021 03:00PM --- Appt. Number:	UNKNOWN, 317 885-2001
24167291	
WF31 US PL NW GREENWOOD INDIANA FACTORY, 900 COMMERCE PARKWAY WEST DR , Greenwood, IN 46143	
Comments:	

## Items

HM	Description	Weight	Qty	Dimensions
	P LFE Pur PET DC Vbl54(35x0.5L)LCPUSUSN1	44056	21	

## Stop 2 (drop)

10/04/2021 05:00AM - 10/04/2021 05:00AM	Receiving, 740-636-5400
WAL-MART GROCERY DC 7012, 1400 CHILLICOTHE RD , Washington Court House, OH 43160	
Comments:	

## Items

HM	Description	Weight	Qty	Dimensions
	P LFE Pur PET DC Vbl54(35x0.5L)LCPUSUSN1	44056	21	

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## References

Reference Type	Reference
Appointment Number	29964756
BOL	BG200889421
Invoice Number	T822518314
Mode	
Mode	TL
Mutually Defined	SOLO
Order Number	5397896687
Order Number	PO
Ordered By ID	1493993000001
Pickup Number	822518314
PO Number	4924991626
Shipper Number	5397896687-000010
Truck Type	TRUCK, VAN

## Freight Terms

Charge Details		
Description	Rate	Charge
Linehaul	0.0000 Flat Rate (FR)	\$1100.00
Fuel Surcharge Percent	0.0000 Per Mile (PM)	\$0.00
	<b>Total:</b>	\$1100.00

Freight Terms: \$1100.00, Third Party (44056 lb) (176.90 miles)

## TERMS AND CONDITIONS FOR ALL LOADS TENDERED BY BGLF

These Terms and Conditions (hereinafter "Agreement") constitute an independent contractor agreement between the parties for this service/load only. This Agreement is not valid for any other business between the undersigned parties.

Carrier agrees to indemnify and hold harmless Blue Grace Logistics ("BGLF") and its customer from any loss, damage or claim arising out of Carrier's negligent or willful acts or omissions.

BGLF agrees to pay Carrier within thirty (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 BGLF. Carrier agrees to look solely to BGLF for payment and shall not make any demand upon BGLF's customer ("Shipper") for payment, and Shipper is a third party beneficiary of this Agreement. BGLF will have the right to offset payments owed to Carrier premised upon a claim by BGLF or Shipper regarding damage to any shipment. Carrier waives all rights to any claim for a lien on the shipment.

Carrier understands and agrees that for a period of one (1) year from the date of this Agreement, Carrier shall not back solicit, directly or indirectly, any Shipper/Customer whose transportation needs were disclosed to Carrier in connection with this Agreement. As liquidated damages, Carrier agrees to pay a fifteen percent (15%) commission on all traffic handled for Shippers/Customers whose transportation needs were disclosed to Carrier in connection with this Agreement for a period of one (1) year.

Carrier warrants to BGLF (and Shipper) that it meets the following criteria and that it shall promptly notify BGLF (and Shipper) of any failure 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 and is otherwise authorized to provide the proposed services; and (f) Carrier shall be in compliance with all applicable laws.

Carrier shall not interline or use substituted services or tender the load to another carrier or broker.

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

If any shipment is rejected by Consignee, BGLF 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 BGLF.

If Carrier cannot complete delivery as agreed, BGLF may take whatever steps necessary to have such shipment completed, with Carrier responsible for any excess costs incurred by BGLF in having to do so.

To the extent allowable under applicable federal, state and local laws, Carrier hereby waives its right to obtain copies of Broker's records as provided for under 49 C.F.R. Part 371.

Carrier is to be named on the bill of lading as the "carrier of record." Any term 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 BGLF and Carrier, any terms of such agreement that conflict with this Agreement shall take precedence over this Agreement. Florida law, venue and jurisdiction shall apply. Failure by BGLF 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 the Agreement shall remain in full force and effect.

Carrier's signature below or its acceptance of any load tendered by BGLF constitutes confirmation of and agreement to all information and terms and conditions set forth above.