

Dispatcher	
<b>Dispatcher:</b>	Cassandra Mitchell
<b>Phone:</b>	260-208-4500 x1259
<b>Fax:</b>	317-324-9919
<b>Emergency Phone:</b>	260-208-4500

## Load and Rate Confirmation Agreement Load #830192

**To accept load please sign and email this sheet back to: [cassandra.mitchell@circledelivers.com](mailto:cassandra.mitchell@circledelivers.com)**

Carrier Information			
<b>Load Number:</b>	830192	<b>Driver Name:</b>	Daniel
<b>Carrier Number:</b>	30269	<b>Truck Number:</b>	112
<b>MC Number:</b>	932467	<b>Trailer Number:</b>	707
<b>Carrier Name:</b>	UNITED EXPRESS	<b>Carrier Phone:</b>	855-224-1266
<b>Attention:</b>		<b>Carrier Fax:</b>	
<b>Sent To:</b>	autumn.shatto@circledelivers.com, nightshift@circledelivers.com, unitedexpressga@gmail.com, lisa.borden@circledelivers.com, aldi@circledelivers.com		

Load Information			
<b>Bill Of Lading:</b>	BOLND32228951	<b>PO Number:</b>	WEB-151644 WEB-152761
<b>Commodity:</b>	Food Products	<b>Piece Count:</b>	1,920
<b>Commodity Desc:</b>	Food Products	<b>Ref Number:</b>	CM22604368
<b>Dimensions:</b>	L:53';	<b>Trailer Req:</b>	Van
<b>Load Size:</b>	Truckload	<b>Weight:</b>	17,510
<b>Miles:</b>	109.00		

#1 Shipper	Saturday, 11/20/2021 at 15:00
<b>Company:</b>	KELLOGG'S/DRY FOODS SALES COMPANY
<b>Address:</b>	1 QUALITY LN
<b>City/St/Zip:</b>	CARY, NC 27513

#2 Consignee/Final Destination	Saturday, 11/20/2021 at 15:00
<b>Company:</b>	Monogram Food
<b>Address:</b>	455 Hollie Dr
<b>City/St/Zip:</b>	Martinsville, VA 24112

Additional Information
Tonu 150 + Layover 150 + 350 for mileage = 650
<b>IMPORTANT:</b> **Driver must check in as Circle Logistics in order to avoid being refused** **Driver must secure the loads with straps/load bars.** **No trailers older than 2010. ABSOLUTELY NO ROLL DOORS** **Must be a clean dry trailer. If rejected at shipper a TONU will not be issued** **Must accept Macropoint tracking to get any type of accessorial pay** **If Driver/s are late to appts other than for delays at shippers/receivers on this load we will not award layover or detention for any delays and there may be a 25% rate reduction** ** If there are multiple stops in the load the driver will need to advise shippers that there are multiple stops to prevent them from overloading and to make sure they are loaded accordingly for other stops. We will not compensate for return trips if the driver is overloaded. If the driver has to pick up multiple PO numbers at a shipper and does not, the carrier is responsible for recovering the missed PO(s) at no charge** **Carrier will not re-broker, co-broker, subcontract, assign, interline, partial, or transfer any parts of the assigned services. Broker titled to liquidated damages in the amount of five thousand dollars (\$5,000) per event of breach** **The Carrier's Driver MUST accept Macropoint or Fourkites at time of dispatch and remain on tracking until delivery is complete. Failure to do so may result in a 25% rate reduction.** **Shippers do not allow pets onsite; gas cans; spouses without CDL's or kids. Shipper requires long pants and closed toe shoes**

\*\*Accessorial charges (including but not limited to labor, detention, and/ or layover) must be authorized and approved prior to or at the time of occurrence. Circle will not provide reimbursement of any non, prior-approved accessorial charges. Carrier shall ensure the bill of lading is notated when detention occurs. Detention begins after the first 2 hours. Detention policy of \$30/hour and \$40/hour for a team, Layover policy of \$150/day, in and out times are to be written on the BOL with shipper/receiver initials. TONU rate is \$150. Carrier must report in and out times upon arrival and departure along with pieces, weight, & BOL #. Carrier must submit an itemized lumber receipt for reimbursement, credit card receipts may not be eligible for full reimbursement. Without an itemized receipt we may not be able to award more than the allotted amount given by customer\*\* \*\*For detention the in/out times should be on the BOL with shipper/receiver initials\*\* \*\*If any scale tickets or trailer washes are needed we will reimburse with receipts\*\* \*\*Carrier's Driver MUST accept tracking and BOL MUST be turned in no later than 24 hours for detention to be approved. IN and OUT times must be communicated within 1 hour of departure/ arrival or 25% rate reduction may apply. Failure to communicate late arrivals, breakdowns, or any other pertinent information regarding the shipment may result in a 25% rate reduction. Failure to accept tracking may result in a 25% rate reduction. Failure to submit paperwork within 48 hours may result in rate reduction\*\*

**Amount to invoice Circle Logistics, Inc: \$650.00**

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## Load and Rate Confirmation Agreement Load #830192

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**Agreement:** This contract rate addendum is entered into on this date, 11/19/2021, by and between Circle Logistics, Inc (hereinafter referred to as "Broker") and UNITED EXPRESS (hereinafter referred to as "Carrier"). All Flatbed open deck loads must tarp! Term and Conditions 1. Broker will remit payment to Carrier for the underlying freight charges within 30 days of receipt of invoice and all required documents. For all detention and truck ordered not used charges, Broker will remit payment to Carrier within 30 days after Broker receives payment from its customers. Broker may offset any cargo claims or other penalties/damages Carrier is responsible for from Carrier's freight charges. 2. Documents required to process payment: a. Invoice b. Original Proof of Delivery w/3 signatures (Shipper, Consignee, and Carrier's driver) c. Signed Rate Confirmation d. Any and all required receipts that Broker requires to invoice its customer e. Arrival and departure times signed by the Shipper and/or Consignee. 3. Carrier or Carrier's driver must fax (317-324-9919) or scan/email proof of delivery within 72 hours of delivery of freight. Failure to send in proof of delivery with 72 hours will result in a \$25 rate reduction. After 3 days, Carrier agrees to a \$5/day rate reduction for each day Carrier does not provide Broker with a proof of delivery. Carrier is responsible for maintaining proof, via fax or email receipt, or submission of POD. 4. Carrier must count and verify the shipment before loading. Carrier must contact Broker re: any discrepancies and must obtain a new confirmation in writing before Carrier's driver departs from Shipper. 5. Carrier agrees that Broker is not liable for any shortages, loss, or damage to cargo transported by Carrier. 6. Unless written waiver is obtained from Broker, Carrier shall look only to Broker, and not to the involved Shipper, Consignee, or customer of Broker, for payment of Carrier's freight charges. Broker shall be entitled to deduct any damages or claims against all of Carrier's outstanding receivables from Broker and shall not be limited to deducting the damage charges solely from the load resulting in the damage and/or claim. No Cargo liability limitations shall apply with respect to this shipment, and Carrier shall be responsible for the full actual cost of any damage or loss to the cargo being transported regardless of the amount of cargo insurance required. 7. Carrier must report any delays in pickup or delivery to Broker. Carrier must obtain a revised rate confirmation from Broker reflecting the revised pickup and/or delivery time(s). 8. Carrier agrees that unauthorized delays in pickup and delivery may result in a rate reduction of greater of 25% of the original agreed rate or the amount that the Broker forfeits on the load. 9. Carrier must tarp all flatbed loads unless authorized on the rate confirmation by Broker that the load does not require tarps. 10. By signing below, Carrier warrants that it is duly and legally qualified to provide transportation services and that it holds auto liability insurance of a minimum of \$1 million and cargo of at least \$100,000. Carrier agrees to notify Broker immediately re: any material changes in Carrier's safety record. 11. Carrier shall also be subject to the Terms and Conditions set forth in the Transportation Brokerage Contract executed with Broker. 12. FATIGUE - Drivers may not operate, nor shall a motor carrier require or permit a driver to operate, a CMV if they are too tired or sick to drive safely. Operation may be discontinued at the driver's discretion. 13. MOBILE PHONE AND TWO-WAY COMMUNICATION DEVICE - Drivers shall not use a hand-held nor a hands-free mobile telephone while driving a CMV. Use of a mobile telephone is permissible by drivers of a CMV when necessary to communicate with law enforcement officials or other emergency services. 14. LOAD SECUREMENT - A driver may not operate a CMV and a motor carrier may not require or permit a driver to operate a CMV unless the CMV's cargo is properly distributed and adequately secured. 15. SEATBELTS - No driver shall operate a commercial motor vehicle, and a motor carrier shall not require or permit a driver to operate a commercial motor vehicle, that has a seat belt assembly installed at the driver's seat unless the driver is properly restrained by the seat belt assembly. 16. RECOMMENDED TRAINING FOR DRIVERS: DEFENSIVE DRIVING TRAINING - Defensive driving training would teach drivers how to recognize potentially hazardous situations sufficiently in advance to allow time to safely maneuver past them. FATIGUE AWARENESS TRAINING - Fatigue awareness training for drivers would teach drivers about the factors contributing to fatigue and their impact on performance along with fatigue awareness and avoidance techniques.

**Quick Pay:** Please initial the option of your choice. Email Invoice, B.O.L., Proof of Delivery, and Rate Confirmation to [quickpay@circledelivers.com](mailto:quickpay@circledelivers.com).

Option #1 \_\_\_\_\_ Get paid in 48 hours 5% discount.

Option #2 \_\_\_\_\_ Get paid in 7 days 2% discount.

**\* Cash Advance Fee - \$ 2.75 +  
Mandatory 48 Hour Quick Pay 5%**

**Amount to invoice Circle Logistics, Inc: \$650.00**

**Carrier:** UNITED EXPRESS

**MC #:** 932467

**By:** \_\_\_\_\_

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

### Invoicing Methods

1. Email (preferred): [freightpay@circledelivers.com](mailto:freightpay@circledelivers.com)
2. Fax: (317) 324-9919
3. US Mail: Circle Logistics  
Attn: Billing Dept.  
P.O. Box 8067  
Fort Wayne, IN 46898-8067

**Fax confirmation to: 317-324-9919**