



Contract Addendum and Carrier Load Confirmation

Driver must Call for Dispatch



Leonard's Order Number **2453170**

Please Sign and email this document as soon as possible to SEAN WAGNER

Email sean.wagner@leonardsexpress.com

This letter confirms that CIRCLE M LOGISTICS INC (ID:1245893-MC1245893) has agreed to the following order. All freight bills should include original signed BILL OF LADING; UNLOADING RECEIPTS; LUMPER RECEIPTS; AND THIS SIGNED RATE CONFIRMATION SHEET

FREIGHT BILL SUBMISSION SECTION

*****Invoice & POD's (All Pages) are required within 7 days of delivery**

*****PREFERRED METHOD*** - Transflo \$Velocity**

Leonards Express has implemented a new, faster and free way for you to get paid. TRANSFLO \$Velocity, from Pegasus TransTech, is the consistent method for you to submit invoices and load documents to Leonard's Express. \$Velocity eliminates errors, making it the preferred method of delivery to Leonard's Express and it is free to download and free to use. Go to www.transflovelocity.com to download the program. Use BrokerID LEQOV

*****SECONDARY METHOD*** - E-Mailing Paperwork**

Please send your FREIGHT BILL information and all required paper work in TIF or PDF format to: leitrips@leonardsexpress.com

*****LAST METHOD*** - Mailing Hard Copies**

All Freight bills should be sent to: Leonard's Express, Inc.
6070 Collett Rd
Farmington, NY 14425

DISPATCH

- This rate is contingent upon successful and on-time completion of all load requirements as orally stipulated or written in this Addendum and the rate may be subject to reduction if Carrier fails to complete any applicable terms and conditions. Rate may be reduced if load picks up or delivers after originally scheduled time and date. Carrier acknowledges that failure to complete any terms and conditions on this shipment may jeopardize or result in loss of future business opportunities with Leonard's Express and/or cancelation of the Agreement.**
- Driver cell phone is REQUIRED for tracking via TRUCKER TOOLS. When downloading the app select track ALWAYS. Failure of driver to accept tracking will result in the denial of detention. Additionally, Leonard's Express will have the authority to deduct up to \$150.00 from the contracted rate stated within this contract. IT IS THE POLICY OF LEONARD'S EXPRESS, INC THAT ALL TEXTING IS STRICTLY PROHIBITED WHILE HAULING A LEONARD'S EXPRESS LOAD. ANY CELL PHONE USE MUST BE 'HANDS FREE' AND MUST FOLLOW ALL FEDERAL, STATE AND LOCAL LAWS**
- ALL PAGES of the BOL/POD AND LUMPER RECIEPTS FOR EACH Load # must be LEGIBLE and submitted within 7 days or a rate reduction of \$100 will be applied.
- A rescheduling fee will be assessed for each missed appointment due to driver/carrier issues of \$350. No fee if missed due to shipper/receiver issues.
- Breakdowns: A repair receipt must be submitted to avoid a rescheduling fee if a breakdown caused a delay at shipper / receiver
- Carrier agrees to move load on vehicle operating under its AUTHORITY and INSURANCE.
- LOAD IS NOT TO BE DOUBLE BROKERED OR CONVERTED TO INTERMODAL, RAIL, TRAIN, OR PIGGYBACK UNDER ANY CIRCUMSTANCES. THE RESULT WILL BE NON-PAYMENT OF THE SHIPMENT.**
- All pickup and delivery appointments will be made by Leonard's Express, Inc.
- If CARRIER unable to honor a pickup or delivery appointment the CARRIER must call .
- CARRIER agrees that it is the sole responsibility of CARRIER to meet all pickup and delivery appointments scheduled on each shipment tendered to it while remaining compliant to all Hours-Of-Service regulations. All routing instructions noted on the Load Confirmation, or provided by shippers are provided to the CARRIER for informational purposes only and have not been verified as legal truck routes. CARRIER is solely responsible to verify that each driver can complete each trip without violating applicable Hours-Of-Service Regulations. CARRIER is solely responsible for the proper loading, tie-downs, and securement of cargo.
- CARRIER represents and warrants that it shall, in all respects, comply with all regulations promulgated by the California Air Resources Board, including but not limited to the "in-use" requirements of California's TRU regulations. In the event that CARRIER does not comply with any CARB Regulations, CARRIER shall indemnify, defend and hold BROKER harmless from any and all losses, fines, penalties, and costs of defense of same that result from CARRIER's violation of a CARB Regulation.

ADVANCES

1. If an advance of any kind, including lumpers, is issued a \$10.00 fee will be deducted from settlement for each advance.

LABOR

1. Accessorial charges including but not limited to unloading, labor, detention and/or layover charges must be authorized prior to or at the time of occurrence. Leonard's Express will not provide any reimbursement of any accessorial charges that have not been authorized. Call for authorization and updated Load Confirmation with the charges added.
2. **To be eligible for detention pay, drivers must obtain accurate in and out times that are stamped or written on the Bill of Lading (BOL) by the receiver or shipper. All BOLS will need to be submitted within 24 hours, or the next full business day for weekend deliveries for detention to be requested. If this is not met Detention will be denied.**

OS&D

1. All overage, shortage and damage must be reported to Leonard's Express immediately, at time of occurrence, and noted on the Bill of Lading. Call when empty to advise of any OS&D or pallet issues.
2. All loads must be sealed at origin and each stop either by shipper or driver with seal number noted on Bill of Lading. If load arrives at destination unsealed, CARRIER will be liable for any shortage/contamination claims. On any claim, regardless of cause, The shipper shall have the right, in its sole discretion, to deem the entire shipment damaged, adulterated/contaminated and unsalvageable, without the need for any inspection and the CARRIER shall be liable for the full value of the shipment.
3. **FAILURE TO DO SO WILL RESULT IN A DEDUCTION FROM YOUR INVOICE**

Clause for Equipment Insurance Verification and Non-Insured Equipment Use

You are required to provide a certificate of insurance proving insurance coverage is in force for the equipment being used to deliver this load.

In the event that the carrier utilizes any equipment that is not insured or listed on the Certificate of Insurance (COI), the carrier shall be held fully liable for any claims, including but not limited to product damage, loss, or refusal, that arise from the use of non-insured equipment. The carrier agrees to indemnify and hold Leonard's harmless from any costs, damages, or losses resulting from the use of such equipment.

CIRCLE M LOGISTICS INC

LEONARD'S EXPRESS, INC.

AUTH SIGNATURE:rene wise e-signed on 10/25/2021 11:55

AUTH SIGNATURE:_____

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS OF THE MASTER BROKER AGREEMENT PREVIOUSLY SIGNED BETWEEN LEONARD'S EXPRESS, INC. AND CIRCLE M LOGISTICS INC.





Contract Addendum and Carrier Load Confirmation

Food Safety Modernization Act (FSMA)

Minimum Requirements for Handling of Temperature Controlled Food Shipments

Shipper Food Safety Protocol: **BROKER** shall provide **CARRIER** with the Shippers' requirements for safe handling of its food shipments. **CARRIER** shall retain a record of these requirements for one year from the date of delivery. **CARRIER** acknowledges and understands the shippers requirements and will adhere to said requirements.

Trailer Integrity/Cleanliness: **CARRIER** must provide clean trailers free of pests, allergens, filth, leaks or strong odors. If a trailer is rejected by the shipper for one of these conditions, **CARRIER** must clean or repair the trailer to render it in compliance or provide a replacement trailer at its own cost. **CARRIER** shall have documentation of trailer cleaning and have written procedures regarding the cleaning, sanitation and inspection of trailer condition.

Cargo Compatibility: Finished product with allergens cannot be stacked on top of or under non-allergen products unless a suitable barrier is utilized to prevent cross contamination if products are shipped together in the same trailer. Allergens are antigens which cause a potential life-threatening hypersensitive reaction in an individual and pose a higher risk. Primary allergens, as defined by the U.S. Food and Drug Administration (FDA) include the following:

Milk, Wheat, Peanuts, Tree Nuts, Soy, Shellfish, Eggs, Fish, Sesame

CARRIER must not transport any food shipments on trailers which have previously been used to transport hazardous waste or garbage.

CARRIER shall have no salvage rights to refused shipments if the rejection is due to a food safety violation. **CARRIER** will be required to properly dispose of all product rejected due to food safety violations in a manner to prevent the item from entering into the commercial supply chain.

Cargo Records: **CARRIER** must maintain records of shipments loaded onto its trailer so as to be able to verify that is was not used to transport cargos incompatible with food products and which might pose a risk to food cargo.

Trailer Pre-Cooling: **CARRIER** must pre-cool its trailer to the temperature stipulated in the Shipper's instructions prior to loading the cargo.

Cargo Temperature: **CARRIER** must not accept any cargo which is not within the Shipper's required temperature range. It is the driver's responsibility to verify the temperature of the cargo prior to loading onto the trailer.

Maintained Temperature: **CARRIER** must maintain the trailer temperature with the Shipper's requirements at all times from loading of cargo onto its trailer through completion of delivery.

Employee and Driver Training: **CARRIER** must train its employees and drivers on proper food handling in compliance with federal and state food safety laws and must retain records of this training for potential future reference.

Trailer Seals: Driver must verify that a seal has been applied to the trailer and must legibly record the seal number on the bill of lading. If a seal number is already shown on the bill of lading, the driver must verify that it matches the seal number actually placed on the trailer. Trailer seals must be removed only by the consignee or, upon the request of the consignee, by the driver with an authorized representative of the consignee witnessing the removal.

I certify that I have read and understand the requirements of the above statements and have the operational controls and training in place to ensure compliance with these rules.





Temperature Controlled Shipments SOP

Carrier **MUST** be in full compliance with the **Food Safety Modernization Act (FSMA)**

Reefer unit **MUST** have temp download capability

BEFORE LOADING:

- o Carrier **MUST** accept tracking before we give any pick up information
- o Carrier **MUST** send a photo of the name on the Truck including DOT # and MC# to broker
- o Pre-Cool trailer to temperature noted on Bill of Lading
- o Assess the quality of the chute
 - Take picture of the chute to confirm in good visual working condition
 - If chute is in poor condition; DO NOT LOAD TRAILER
 - Send picture of chute to dispatch/broker
- o Confirm the temperature setting on the reefer unit
 - Take picture of the reefer unit showing the appropriate temperature setting
 - If temperature cannot be set to required temperature; DO NOT LOAD TRAILER
 - Send picture of the reefer unit temp setting to dispatch/broker

AFTER LOADED:

- o Pulp temp product to ensure product is at required temperature
 - Take picture of the pulp temp showing the corresponding temperature
 - If product is not at necessary temperature, have shipper remove product from trailer
 - Send picture of pulp temp to the broker
- o If not allowed to check the temperature of the product
 - Must note on the Bill of Lading and call dispatch/broker

DURING TRANSIT:

- o Must check trailer reefer unit setting at least twice per day to ensure set and running properly

BEFORE DELIVERY:

- o Check the reefer unit setting 1 hour before going to the receiver
 - Take picture and send to dispatch/broker
 - If the reefer unit is not functioning at the temperature noted on the Bill of Lading, do not go to the receiver. You must call into dispatch/broker for instructions.





Carrier Load Rate Confirmation

Driver must Call (866) 924-4191 for Dispatch

Leonard's Order Number: 2453170



This agreement confirms that MC1245893 ("Carrier") agrees to the order referenced herein as Brokered by Leonard's Express, Inc. (Broker").

RECIATALS:

1. Freight bill submission: all freight bills must include original, signed bill of lading, unloading receipts, lumper, receipts, and a copy of this agreement, fully executed by the carrier. Invoices and "POD's" "(all pages) shall be submitted within seven days of delivery, utilizing the following method:

Preferred Method: Trans flow velocity (The carrier has implemented a more efficient and freer to obtain payment) by going to www.transflowvelocity.com to download the program – use broker ID LEQOV.

If the carrier is unable to utilize the preferred method carrier shall send the freight bill information and other required documentation in PDF format to: leitrips@leonardsexpress.com

If email is not possible all freight, bills and documents should be mailed to: Leonard's Express, Inc 6070 Collett Road Farmington, NY 14425

2. All scheduling of pick-up and delivery of the load referenced here shall be made by the broker

3. The rate referenced herein shall be paid only upon satisfactory delivery and acceptance of the load, consistent with the terms of this agreement, and consistent with all requirements of law rule or regulation; and consistent with other applicable requirements, whether in writing or verbally provided including, but not limited to **THE BILL OF LADING, THE FOOD SAFETY MODERNIZATION ACT (FSMA), LEONARD'S EXPRESS TEMERATURE CONTROLLED SHIPMEMNT SOP, SPECIFIC LOAD DETAILS SHEET (ATTACHED HERETO) AND THE BROKER CARRIER AGREEMENT** all of which are incorporated by reference in this **CARRIER LOAD RATE CONFIRMATION**.

4. Carrier shall indemnify, defend and hold harmless the broker from and against any and all damages or liability incurred by Broker as a result of the Carrier's performance of its obligations herein.

5. Each event upon which an advance is required (including lumpers) shall result in an administrative fee of \$10 deducted from settlement.

6. Accessorial charges, including, but not limited to those for unloading labor and/or layover charges must be authorized by the Broker prior to or at the time of occurrence. Carrier shall request authorization by contacting the Broker at 866-924-4191.

7. To be eligible for detention pay, the Carrier's driver must obtain preapproval authorization by contacting the Broker at 866-924-4191, and further in order to receive the detention pay Carrier must provide accurate "in and out times" stamped or written on the bill of lading by the receiver or the shipper; this documentation must be submitted within 24 hours or, if on a weekend, the next full business day.

Carriers Obligations:

1. Carrier shall move the load only on a vehicle operating under its authority and insurance.

2. Carrier driver shall carry a cell phone at all times equipped for GPS tracking utilizing the "trucker tools" app (note: when downloading the app, the driver must select "track always")

3. Carrier acknowledges that texting by the driver is strictly prohibited. While the vehicle is in motion during transport of the load, any cell phone or other communication device in the possession of the driver may be utilized only in "hands-free" mode.

4. In the event of a malfunction of the equipment involved in the transport of load, the carrier/driver shall immediately, provided it's safe to do so, contact dispatch 585 924-4191 and give notice of the nature of the



malfunction. If any repairs cause a delay in delivery, the carrier shall submit a repair receipt with the other documentation required by this agreement.

5. The carrier shall not double-broker the load or convert the load to intermodal rail, train, or piggyback. All pickup and delivery appointments will be made by Leonard's Express, Inc.

6. The Carrier must report immediately all overages, shortages, and damage by calling 866-924-4191

7. The Carrier shall ensure that all loads are sealed at origin. If a load arrives at a destination unsealed, Carrier shall be liable for any shortage/contamination claims. The shipper shall have the option to deem the entire shipment damaged/adulterated/contaminated and unsalvageable, without the need for any further inspection; in such instance, the carrier shall be liable for the full value of the shipment.

8 The carrier shall provide immediately upon request any and all data collected by the Carrier regarding the operation of the equipment to deliver the load, including but not limited to reefer downloads with accurate dates and times corresponding to the trip dates and times.

Damages:

1. Carrier's failure to perform any of the obligations referenced herein the Broker shall be entitled to a) liquidated damages from the Carrier by deducting or collecting up to \$1.000 per occurrence AND, b) by deducting or collecting damages equivalent to the actual loss suffered by Broker as the result of the Carrier's failure to perform.

By the signatures below, the undersigned agree that they are authorized representatives of Carrier and Broker, and that by their signatures , Carrier and Broker are bound by the terms herein.

Carrier's SIGNATURE: _____

Broker's SIGNATURE: _____

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS OF THE MASTER BROKER AGREEMENT PREVIOUSLY SIGNED BETWEEN LEONARD'S EXPRESS, INC. AND CIRCLE M LOGISTICS INC





Contract Addendum and Carrier Load Confirmation

Driver must Call for Dispatch

Leonard's Order Number 2453170

Carrier Information **Please Verify All Information**

CARRIER: CIRCLE M LOGISTICS INC
PHONE# (956) 458-3176
FAX#
ATTN: MIGUEL
CARRIER ID#: 1245893
CARRIER MC#: MC1245893

Pay Summary:

Line Haul Rate: \$1,550.00
Fuel Surcharge Pay: \$0.00
Accessorial Pay: \$75.00
TOTAL: \$1,625.00

Origin: LAKE WALES, FL
Destination: TERRELL, TX
Total Miles: 1062

Truck: 003 Trailer: _____ Name: _____ Phone: _____

Load Information for Order # 2453170

This information is provided for informational purposes only all information should be verified with dispatch

Commodity : UNKNOWN Estimated Weight : 34055
Equipment : Reefer Pieces : 1140
Total Miles : 1062

Temp : **Temp Min: 0 Max: 0**
Temps on rate confirmation must match the temps on the BOL. The reefer must be operated in the "CONTINUOUS MODE SETTING", continuously for the duration of the trip. If there is a discrepancy, please contact Leonard's Express

Notes : We DO NOT pay accessorial if not tracking and/or turned off before the load is complete + \$100 daily fee NO EXCPETIONS! MUST PROVIDE ACCESORIAL RECEIPTS WITHIN 24 OF THAT DELIVERY FOR REIMBURSTMENT

Stop Information

Pickup At: Order: 2453170
CITRUS WORLD INC EARLIEST: 10/19/2021 1:00:00 PM
3900 WASHINGTON AVENUE LATEST: 10/19/2021 1:00:00 PM

LAKE WALES,FL/ 33853 Phone :

Instructions: p/u sh_1000005213 maintain zero deg

Deliver To: Order: 2453170
DARDEN DIRECT DIST, INC EARLIEST: 10/21/2021 2:00:00 AM
3000 AIRPORT ROAD LATEST: 10/21/2021 2:00:00 AM

TERRELL,TX/ 75160 Phone : (855) 625-5385

Instructions: 97376

