

**Bill to:**

SBI dba SHERMAR BROKERAGE, INC,
1130 Mason Rd.,
Waterville,
NY,
13480

Invoice Date: 08/30/2023

Invoice #: 75889

Terms: NET 30

Due Date: 09/30/2023

Date	Customer Ref #	Origin - Destination	Quantity	Rate	Amount
08/28/2023		Plover, WI, USA - Geneva, NY, USA			
			1	2800	2800

TOTAL
2800

PLEASE NOTE

The right to payment under this invoice has been assigned to Compass payment Solutions LLC (CFS) and all payments hereunder are to be directed to the assignee at the address noted below.

Remittances to other than CFS do not constitute payment of this invoice. CFS must be given notification of any claims, agreements or merchandise returns which would affect the payment of all or part of this Invoice on the due date.

COMPASS FUNDING SOLUTIONS LLC

P.O.BOX 205154

DALLAS, TX 75320-5154

Tel: 844-899-8092

SBI Contract

Required: Shermar Brokerage Inc as Insurance Certificate Holder

(Shermar Brokerage Inc. 1130 Mason Rd Waterville, NY 13480)

Business hours 8-5EST Monday thru Friday 315-841-3400 (after hours 315-481-7687)

This agreement is between the listed carrier and Shermar Brokerage Inc (SBI). The assigned carrier agrees to NOT contact any party on this tender except SBI. If the carrier contracts the shipper or receiver the carrier accepts that \$200.00 will be deducted from the carrier invoice and no accessorial will be paid on the load in question. Any markings, deletions to this contract will be disregarded.

By accepting this load the carrier agrees the drivers have the hours of service to complete as appointed.

Accounting : Diane at dmarceau@shermarinc.com

Carrier is responsible to cover reimbursed unloading costs – lumper fees reimbursed with onsite lumper service receipt only – no driver receipt accepted. Tenders not resent. Comchecks are offered 8-5 EST. A \$15 fee will be deducted for each comcheck. Carrier invoice due within 21 days of ship date. No payment to carrier until every page of POD, clearly signed and dated is submitted. At 22 days SBI will reach out and get PODs and the delivering carrier will be charged \$50 per POD. Invoices must be correct when submitted, no addtl invoicing will be accepted. Invoicing is kept off site at 120 days, retrieval fee \$300. Invoices received after 120 days of shipment date will not be processed and such charges shall be deemed waived by Carrier. 21 day pay. NO Quick Pay (unless carrier has completed 2 prior successful loads with SBI within a 6 month period and it was agreed upon at time of booking. Standard quick pay is 7%).

This signed load contract and the signed load tender will fulfill requirements as a binding contract: Claims, Late fees, shortages, damages, whse rework/storage etc will be settled from amounts due to the carrier. Carrier shall be solely liable for the loss or damage to an property transported under this contract including any nonpayment's by their insurance company and the deductible. Carrier agrees to indemnify, defend and hold harmless SBI from ad against any and all claims of any nature arising out of the shippers goods by the carrier under this agreement.

Advise your drivers: Shippers and Receivers have late fees. Minimum \$200. All loads have pick up and delivery times that are not negotiable and the carrier will be charged if late. Waiting to sign in does not constitute on time arrival. Do not deliver early without prior written consent from SBI OS&D must be reported ASAP while driver is still at the receiver. The signed POD and clear legible pictures any cases must be sent to 315-481-7687. This may help to minimize a claim. \$100 deduction from carrier invoice if OS&D is not reported. Driver must wait for disposition from SBI before leaving. Any rejections due to temperature: driver is required to get a temperature download at their own cost or the value of the product will be deducted from the a carrier invoice. SL&C (shipper load & count) is not acceptable.

Carrier agrees that it can handle 43500# on refrigerated loads or van loads at the weight on the load tender. Weight may go up from what is on the rate sheet, money does not go up (this is a FTL not LTL).

Carrier agrees to handle the weight or the carrier invoice will be reduced to cover any additional charges. The driver will be dispatched by SBI or detention and TONU will not be paid at the shipper and receiver pertaining to this load. The driver is required to contact SBI at time of arrival and departure at the shipper and all receivers. A no communication fee of \$100 could be imposed for each infraction. If lack of communication forces us to recover on the load, and the original carrier does pick up, the original carrier will have \$150 reduced from their invoice to pay the 2nd carrier hired but not loaded. Direct communication with the driver is critical.

Prior to invoice payment, we need the load contract and load tender signed, current insurance (cargo, liability and workers comp) and w-9 on file.

C&S Deliveries: the C&S exit pass must be submitted with the invoice or \$200 will be deducted. Times are verified with the exit pass. Detention policy: 3 hours free from appt time and \$25/hr after with a max of \$150. The POD is required to request detention. Driver must call us within 2 hours of waiting to qualify. There is no detention at FCFS facilities. There is not detention if the driver is late. Layover rate is \$150. TONU is \$150 (driver must have been dispatched by SBI and canceled within 4 hours of the scheduled pick up time). If a similar load is offered and refused the TONU will not be available. If stops changed after acceptance a new rate sheet will be sent with updated information and the new rate will be based on actual miles and stops. If more money is demanded after the driver arrives to the shipper the fee will be 30% of the entire price on load tender.

This agreement is between the carrier listed and SBI (MC 497974). The driver must be an employee of the assigned carrier. Carrier named is the actual delivering carrier and is covered for workers comp as required by New York State and under this carriers' auto and cargo insurance, minimum of liability \$1,000,000; Cargo \$100,000. Proof of the vehicle being listed on this carriers' policy may be requested and would need to be proved to SBI prior to invoice payment. Double brokerage of this load without prior written consent from SBI will void SBI's obligation to pay carriers freight invoice. Do not double broker any SBI loads.

Carrier Name: Zigi Freight dba Royal 3

Carrier MC: #944686

Carrier representative (Print): Jim Dujanovic

Carrier representative (Sign): 

Title: Dispatch

Date: 08/25/2023

Shermar Brokerage Inc.
1130 Mason Rd
Waterville, NY 13480

Please have driver call for dispatch.
Phone: (315) 841-3400
Confirmation must be signed and returned
before driver can be dispatched.
Fax: (315) 841-3228
MC # 497974
After-hours phone #: (315) 481-7687

Carrier: **ZIGI FREIGHT INC** Phone: (630) 566-2057, ext. 107
Contact: **Al al@royal3inc.com** Fax: (630) 485-7370

MC # **MC944686**
DOT # **2828543**

LOAD CONFIRMATION AND PAYMENT AGREEMENT -- PLEASE SIGN & RETURN ASAP

MILES: **882** WEIGHT: **43,941 lbs** TEMPERATURE: **NA** Flat Rate: **\$2,800.00**
EQUIPMENT: **Van or Reefer** SIZE: **53'** SERVICE TYPE: **2 Days** Total: **\$2,800.00**

Initial Pickup

PLOVER, WI

Date: Mon, 08/28/2023
Time: req
Pickup #: SF000018665

Product: CANNED GOODS
PO #: 4500189345
Weight: 43,941 lbs
Quantity: 0 Type:

Pickup Note:

Trailer must be clean, dry and odor free

LOAD BARS : Minimum of 2 reqd

Swing Doors ONLY

PICK UP IN THE NAME OF STI Transportation - the pick up number is assigned to STI Transportation. DRIVER MUST SIGN IN AS STI AND USE THE PICK UP NUMBER GIVEN

Final Destination

GENEVA, NY

Date: Wed, 08/30/2023
Time: 0900
Delivery #:

Product: CANNED GOODS
PO #: 4500189345
Weight: 43,941 lbs
Quantity: 0 Type:
BOL #:

Delivery Note:

ASSIGNED CARRIER - YOU AGREE YOUR DRIVERS HAVE THE HOURS TO PICK & DELIVER AS SCHEDULED. MINIMUM LATE FEE \$200.00 !! NOT NEGOTIABLE !!

*DRIVER MUST BE COMPANY DRIVER OR WE MUST HAVE THEIR INSURANCE ETC ON FILE. DO NOT DOUBLE BROKER THIS LOAD

*READ & UNDERSTAND CONTRACT&RATE CONFIRM PRIOR TO SIGNING!

DISPATCHER: Shauna Buschor, Shermar Brokerage
SIGNATURE: Inc.
shauna@shermarinc.com

CARRIER
SIGNATURE:

Jim Dujanovic

Please send bills to:
Shermar Brokerage Inc.
1130 Mason Rd
Waterville, NY 13480

08/22/2023
09:30 AM

By signing this rate sheet you agree to the terms of load contract. Thank you for accepting this shipment. Please contact our after hours person at 315-481-7687 if you need assistance after 1700 M-F or Saturday, Sunday.

SHIP FROM		Carrier Move: 0001103921	
Plover 1400 PLOVER ROAD Plover, WI 54467		Bill of Lading 0001103921	
		Order Number: 0081504794	
CONSIGNEE SHIP TO		Carrier CUSTOMER PICK-UP	
SENECA FOODS 100 GAMBEE ROAD GENEVA, NY 14456-1026		Trailer W94929 Seal Number: 213422	
THIRD PARTY FREIGHT CHARGES BILL TO:		SCAC: CUPU	
Consignee Arranged Freight Carrier – Consignee Freight Invoice		Freight Charge (freight charges are prepaid unless marked otherwise)	
		Pre-Paid _____ Collect <u>X</u> 3rd Party _____	
SPECIAL INSTRUCTIONS:			

CUSTOMER ORDER INFORMATION				
CUSTOMER PO NUMBER	CASES	WEIGHT (LB)	Pallet/ Slip (Circle One)	ADDITIONAL SHIPPER INFO
4500189594	1580	2497.39	Y N	
GRAND TOTAL	1580	2497.39		

CARRIER INFORMATION					
HANDLING UNIT		PACKAGE		WEIGHT	COMMODITY DESCRIPTION
QTY	TYPE	QTY	TYPE		LTL ONLY
					Food Products NOI
ASSETS:	CHEP	0		GMA 0/0	GRAND TOTAL

Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property as follows: *The agreed or declared value of the property is specifically stated by the shipper to be not exceeding _____ per _____.		COD Amount: Fee Terms: Collect: <input type="checkbox"/> Prepaid: <input type="checkbox"/> Customer check acceptable: <input type="checkbox"/>	
NOTE Liability Limitation for loss or damage in this shipment may be applicable. See 49 U.S.C. – 14706(c)(1)(A) and (B).			
RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request, and to all applicable state and federal regulations.		The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.	
SHIPPER SIGNATURE/DATE This is to certify that the above named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the DOT. Shipped by: Del Monte Foods 8/28/23		CARRIER SIGNATURE/PICKUP DATE Carrier acknowledges receipt of packages and required placards. Carrier certifies emergency response information was made available and/or carrier has the DOT emergency response guidebook or equivalent documentation in the vehicle. x Deussone 8/28-23	

Steve Matteson
8-29-23