

# Rate Confirmation Ser Car Load 31823921

Send invoices to:
CarrierInvoices@coyote.com
960 Northpoint Parkway
Suite 150
Alpharetta, GA 30005

877-6COYOTE (877-626-9683)

Cust Requirements								
Van, 53'								
None								
None								
Undefined								
\$100,000								
	Van, 53' None None Undefined							

# **Booked By**

Jared Soderholm Jared.Soderholm@coyote.com Phone: +1 (773) 365 6497 x2228 Fax: +1 (773) 365 7804



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### Load Requirements

Seal

### **Equipment Requirements**

Food Grade

#### **Notes**

All Van/Container loads MUST be sealed at origin either by shipper or driver with a seal number noted on bill of lading. The driver is responsible for re-sealing the trailer after each pickup/drop on a multi-stop shipment. In the event a shipment that was sealed at origin or after each additional pickup/drop arrives at the destination with a tampered seal or without the seal intact then (i) the Carrier shall be liable for any shortage or damage claims with respect to such shipment and (ii) 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. Carrier is required to weigh shipment within 50 miles of departing each shipper, any citations/expenses incurred due to the equipment and/or shipment weight will be the carrier's sole responsibility. Carrier must meet and comply to shipper requirements at the facility. All drivers must wear masks or facial coverings to the extent required by laws or facilities. Carrier must be in full compliance with the Food Safety Modernization Act (FSMA), if applicable. By accepting the shipment, Carrier agrees that the driver has consented to receiving text messages and/or phone calls from or on behalf of Coyote.

Approval for payment of detention is contingent upon the following eligibility requirements:

- 1) Carrier must report facility departure time and total detention hours within 24 hours of shipment delivery at the final facility.
- 2) Carrier must provide proof of the on time arrival and departure times in the form of a BOL or other shipping document with arrival and departure times notated by facility within 24 hours of shipment delivery at final facility.

#### **Route Directions**

Carrier acknowledges that any routing instructions from the shipper herein are being provided for convenience only, and the Carrier may choose the route.

# Signature Line

By signing below, ROYAL3 INC agrees to the terms and conditions set forth below and provided herewith, if any.



# **Rate Confirmation**

# Load 31823921

# Stop 1: Pick Up

Pick Up 0085849493; Numbers 179088459

Confirmation None Numbers

Facility Bay Valley Foods

Address 450 BAILEY AVE

New Hampton, IA 50659

Contact Amanda

Phone +1 (641) 394 4802 x14

Appointment Scheduled For

Mon 08/19/2024

at 07:00

Driver Work

No Touch

SLIC

N/A

**Facility Notes** 

-- WALMART LOADS MUST BE ON TIME CANNOT DELIVER EARLY OR LATE MAY RESULT IN A FINE NO **AMAZON TRAILERS** 

- Food grade trailer only (clean, dry, no holes, no odors)
- 53 SWING DOORS ONLY
- MUST OPT INTO MACROPOINT/GPS
- NO EXCEPTIONS.
- Driver cell required
- -Grand Prairie Strict Shipping Appointment- will not work in if more over 30 minutes late
- Coyote must be notified 1 hour prior to entering detention for approval. Detention starts after 2 hours.
- For REEFER loads, driver must run at temperature listed on BOL
- Signed BOL/POD with in and out times and lumper receipts must be submitted within 48 hours of delivery for Accessorial review. Deductions may apply if documentation is not submitted within specified timeframe

# Stop 1 Requirements

N/A

Commodity	PO#	Packaging	Load On	MinWt	Exp Wt	Pieces
Food Product	0085849493	Box	Pallets	43,492 Lbs	43,492 Lbs	567

### Stop 2: Delivery

Delivery 0085849493

Numbers

Confirmation None

Numbers

Facility BAY VALLEY - RICOS

**COMPANY** 

Address 1800 STEWARD ROAD

Rochelle, IL 61068

Contact None

Phone +1 (815) 561 3914

Appointment Scheduled For

Mon 08/19/2024

at 14:30

Driver Work

No Touch

SLIC

N/A

**Facility Notes** 

- Conf#

- WALMART LOADS MUST BE ON TIME CANNOT DELIVER EARLY OR LATE MAY RESULT IN A FINE NO **AMAZON TRAILERS** 

- Coyote must be notified 1 hour prior to entering detention for approval. Detention starts after 2 hours.
- Signed BOL/POD with in and out times and lumper receipts must be submitted within 24 hours of delivery for Accessorial review. Deductions may apply if documentation is not submitted within specified timeframe
- -Carrier responsible for Late Fees if applicabale



# **Rate Confirmation**

# Load 31823921

Stop 2 Requirement	s							
N/A								
Commodity	PO#	ŧ	Packa	iging	Load On	MinWt	Exp Wt	Pieces
Food Product	0085	849493	Box		Pallets	43,492 Lbs	43,492 Lbs	567
Charges					Contact			
Description	Units	Per		Amount	Send invoices t			Please contact Coyote
Fuel Surcharge	264.00	\$0.460		\$121.44	960 Northpoint   Suite 150	Parkway		at 877-626-9683 if the charges are incorrect.
Flat Rate	1.00	\$528.560		\$528.56	Alpharetta, GA	30005		J
Total			USD	\$650.00				
Agreement								
Carrier ZIGI FREIGHT	ΓINC				Broker	Coyote Logistic	s, LLC	
USDOT 2828543					Rep	Jared Soderhol	m	
Phone None					Title	Sales Rep		
Email robert.j@royal	3inc.con	n			Phone	+1 (773) 365 64	497 x2228	
Fax None					Fax	+1 (773) 365 78	804	
					Date	08/16/2024 13:	38	
D : : ! ! DOV440								
By signing below, ROYAL3	INC agre	ees to the t	erms a	ına conait	ions set forth bei	low and provided	a nerewith,	ır any.
Name and Title (Print)								
Name and Title (Pfilit)								

# PLEASE SIGN THIS AGREEMENT AND EMAIL TO Jared.Soderholm@coyote.com

Coyote Logistics, LLC is an Equal Opportunity Employer

Signature

Date

# Load 31823921

#### **Terms and Conditions**

The Broker-Carrier Agreement or Carrier Agreement (in each case, the "Agreement") between Coyote Logistics, LLC, a Licensed Property Broker - USDOT # 2236410, and ROYAL3 INC is amended by the verbal agreement between Jared Soderholm of Coyote Logistics, LLC hereafter referred to as BROKER, and Robert Jovanovic of ROYAL3 INC hereafter referred to as CARRIER, dated 08/16/2024.

This confirmation is subject to the terms of the Agreement and this document constitutes an amendment thereto. If the CARRIER has not signed the Agreement, then the rate shown above is the agreed individually negotiated rate and no other rate shall apply including any carrier tariff rate or terms.

THIS LOAD SHALL NOT BE DOUBLE BROKERED. No additional charges not listed above may be added by the CARRIER. Any additional charges must appear on a revised confirmation sheet signed by the BROKER. CARRIER must include signed copy of the shipper's bill of lading and any other proof of delivery with invoice to BROKER. Rates, except as specifically designated above, are inclusive of any fuel surcharge. CARRIER certifies that it is in compliance with all requirements of the California Air Resources Board (CARB) that are applicable to the scope of CARRIER's operations, including, but not limited to: Statewide Truck and Bus Regulations, Transport Refrigeration Unit (TRU) Regulations, Tractor-Trailer Greenhouse (GHG) Gas Regulations, and Drayage Truck Regulations. CARRIER also warrants that it is in compliance with any comparable requirements of the Environmental Protection Agency (EPA) and other states, where applicable. CARRIER shall be responsible for any fines imposed on BROKER and/or shipper resulting from noncompliance.

CARRIER hereby confirms that it maintains applicable and valid insurance without exclusions that would prevent coverage for the items listed above. CARRIER has at least \$100,000.00 in cargo insurance and \$1,000,000.00 in automobile liability coverage. CARRIER further confirms that in transporting the shipment described hereinabove, it will comply with all U.S. DOT and FDA regulations applicable to its operations while transporting said shipment, including, but not limited to drivers' hours of service, and the Food Safety Modernization Act (FSMA), if applicable. CARRIER agrees to the attached requirements from the shipper, if any.

#### ALL LOADS ARE SUBJECT TO ELECTRONIC TRACKING

By accepting this shipment, CARRIER agrees that it has obtained a written agreement from each driver transporting a shipment tendered by BROKER to CARRIER pursuant to the Agreement in which each driver provides all necessary consents to (i) receiving text messages and/or phone calls from or on behalf of BROKER and (ii) allowing BROKER or its vendor to track such driver's location while transporting such shipment. CARRIER shall comply with all applicable laws relating to the collection, use, storage, retention, disclosure, and disposal of any information CARRIER provides to BROKER, including information regarding the drivers transporting shipments. CARRIER shall indemnify, defend, and hold BROKER and its affiliates harmless from and against any and all claims, damages, liabilities, losses, actions and expenses (including attorneys' fees) arising out of or in connection with CARRIER's breach of this Section. This Section shall survive the expiration or termination of the Agreement between BROKER and CARRIER.

# Operating Parameters Bay Valley Foods ("BVF")

#### Carrier shall adhere to the following customer requirements:

#### **Service Requirements and Procedures**

North American Freight
Truckload, Less than Truckload, and Intermodal

#### 1. Professional Expectations of the Carrier

Carriers are expected to comply with the expectations set forth by Shipper. Below are a few common expectations that must be adhered to:

- Driver must have relevant references number for the load being picked up.
- Drivers are responsible for cleanliness and good repair of trailer.
- Drivers must adhere to local policies and procedures.

#### 2. Communication and Documentation

Communication is critical our success. It is imperative that carriers follow the communication and documentation requirements as outlined below:

- Carrier must have 24 hour / 7 days per week customer service capabilities. An after-hours contact is also required.
- Any delay must be reported to Broker & Shipper immediately.
- Carriers must have the capability to provide regular summary reports tracking loads, miles run, service levels, and cancellation frequency.
- The carrier must have a driver training program or documentation of qualifications required for driver employment.
- Carrier must maintain a satisfactory, conditional or unrated safety rating under the Federal Motor Carrier Safety Regulations (FMCSR).
- Summary performance reports will be required.

#### 3. Booking Appointments

The expectations around booking appointments are outlines below:

- Late deliveries, truck breakdowns, misdirect, or other issues that may affect the receiving process (missing appointment time) must be communicated to the Broker and Shipper, at the time they occur.
- Shipper must be notified by the Carrier before the customer notifies them of any delivery issues.

#### 4. Operations

An overview of the Shipper's transportation operations are as follows:

- At EDS facilities, shippers load and carriers count loads. Carriers are required to count pallets / cases at loading and unloading.
- Some Shipper facilities also require shipper to load and carriers to count. Further details can be found on the Facility Profiles documents provided.
- As soon as it is apparent a delivery will be late, carrier must notify the Broker and appropriate Shipper.
- Only like or compatible products to be hauled with any shipment NO HAZARDOUS items shall be shipped.

#### 5. Customs and FDA Regulations (Shipments from Canada to the US)

Carriers hauling shipments from Canada into the USA must ensure customs and FDA requirements are met.

- Carriers need to be FDA knowledgeable must check-in with the customs broker at the time of crossing to determine FDA status.
- A few common FDA statuses' are shown below
  - "FDA SAMPLE" notice (removes product from the load for testing) 99% of these loads will be returned to originating warehouse – this type of notice requires the carrier to contact EDS for instruction prior to leaving the border.
  - "HOLD IN TACT" notice carrier to continue on to the destination but "Hold in Tact" notice must be presented to the receiver when product is delivered prior to unloading
- It is preferred that crossing the border take place with the FDA is open unless on long distance route.
- All carriers to the U.S. Must be able to adhere to ACE (E-Manifest) and C-TPAT related border protocols for shipments to the USA. Additional details on these programs can be found using these links:
  - C-TPAT http://www.cbp.gov/xp/cgov/trade/cargo\_security/ctpat/

#### 6. FDA Regulation: Sanitary Transportation of Human and Animal Food

#### Sanitary Transport of Food - Food Safety & Food Defense

Food safety and quality remain a paramount responsibility of utmost importance to Customer and our customers. We require our carrier partners to ensure the following criteria are met at all times. The carrier is responsible for sanitary conditions during the transportation operation

#### **Definitions:**

- 1. Carrier means a person who physically moves food by rail or motor vehicle in commerce within the United States.
- 2. Shipper means a person, e.g., the manufacturer or a freight broker, who arranges for the transportation of food in the United States by a carrier or multiple carriers sequentially.
- 3. Receiver means any person who receives food at a point in the United States after transportation, whether or not that person represents the final point of receipt for the food.

#### **Vehicles and Transportation Equipment**

Carrier must provide agreed upon equipment commitments for each shipping location awarded. Customer locations can accommodate drop trailers at the origin and destination. Live loading and unloading is done on a regular basis and represents 80% of the overall loads. Clean and undamaged equipment is required for all loads. The details are as follows:

- Only food grade, cleanable, clean trailers will be accepted. There can be no hazardous goods, chemicals, odors, pest harborage, wet or moist conditions, or any type of contamination whatsoever, including intentional adulteration that will impact the integrity of our goods.
- All equipment must be maintained in sanitary condition, including no holes or damaged areas.
- Where applicable, food requiring temperature control for food safety must be transported using vehicles and equipment which will adequately prevent the food from becoming unsafe.

#### **Transportation Operations**

- In a co-mingle load situation, our products may only ship with other compatible food grade products. Care
  must be taken to prevent cross-contamination if co-mingled loads contain raw foods or open containers of
  food.
- Refrigerated and Frozen Product Temperature Control
  - o Temperature requirements for inbound and outbound loads will be identified as required.
  - Temperature controlled trailer compartments must be pre-cooled to the specified temperature prior to loading.
  - Refrigerated products requiring temperature control for food safety must be transported in compartments between 1-4 degrees Celsius or 34 - 40- degrees Fahrenheit.
    - If temperature controls fail for items requiring temperature control for food safety, the shipper/receiver must be notified in order to properly disposition the product.
  - Refrigerated products must be controlled in the compartment in order to be kept from freezing by maintaining temperatures between 1-4 Celsius or 34-40 degrees Fahrenheit.
  - Frozen ingredients must be maintained at a temperature less than or equal to -12 Celsius or 10 degrees Fahrenheit.
  - The shipper or receiver (for Customer) may request records for verification of temperature controlled products during transit.
- Dry Van and Temperature Control
  - 53' air ride equipment with 102' opening with swing doors is required for shipments unless otherwise stated and agreed upon.
  - o Temperature requirements for inbound loads will be identified as required.
  - o Temperature control is required only a few select lanes and will be identified at the time of tender.
  - Refrigerated equipment can be used for dry van lanes.
  - Protect from freezing by maintaining the product between 1-4 degrees C/34-40 degrees Fahrenheit.
     This is typically applicable between November and mid-March. Powdered non-dairy creamer is an exception to this requirement.
  - Van and temperature control providers can set up drop trailer pools.
- Bulk Ingredient Carriers
  - Bulk ingredient carriers may be requested to provide documentation to the receiver for Customer of the following:
    - The most recent cleaning of the bulk vehicle, i.e. wash ticket
    - The previous cargo transported in the bulk vehicle
- Intermodal
  - o Carriers are responsible for protecting products from freezing by using blankets supplied by shipper.
  - Intermodal providers can set up drop pools.
- Flatbed
  - o Flatbeds are used on occasion to haul loads (e.g. crates, etc.)

#### **Food Defense**

- Maintain load integrity from point of origin to final destination.
- On multi-stop loads, the driver must re-apply a seal or padlock on the trailer after each interim stop- off.
- For security purposes, a carrier should adhere to the requirements of the U.S. Customs & Border Protection
  (CBP) supply chain security program known as "C-TPAT" (Customs Trade Partnership against Terrorism) for
  cross-border shipments. A carrier survey or physical site inspection that demonstrates the controls in place to
  meet these criteria may be requested by Customer.

#### **Training**

- Carriers must provide training to drivers, upon hiring, which covers the following topics:
  - Awareness of potential food safety problems that may occur during food transportation
  - Basic sanitary transportation practices
  - Corrective actions to address those potential problems

#### Records

• This Agreement must be retained by the Carrier for a period of 12 months beyond the termination of the agreement.

If any of the criteria above is not adhered to, Customer reserves the right to refuse the tendering or equipment in question at our discretion. This may lead to the imposition of penalties.

#### 9. On-time Delivery

On-time service is critical to the success of BVF, ST, Sturm, and EDS. The details for BVF and EDS are as follows:

- Carriers are expected to maintain a service level of at least 98.5% on-time performance.
- The service performance is determined by delivery to the set appointment.
- A service failure is defined as a delivery 30 minutes after the appointment date and time.

#### 10. Overages/ Shortages/ Damages / Claims

In the event of an overage, shortage, damaged, or claim situation, carriers must be able to manage the following:

- Carriers must communicate the issues prior to leaving the customer dock
- Majority of product being hauled is private label product and must be returned or destroyed per direction of BVF, ST, Sturm, and EDS through Lean Logistics load notes.

#### 11. Loading

Loading characteristics below:

- Most freight is palletized
- CHEP is mostly used
- Pallet Exchange is requested (but not required) at some locations.
- Most pallets are 40 x 48 inches; however a few lanes use 44 x 56 inch pallets (US only) Most pallets are 60 inches in height with the exception of non-dairy creamer pallets which can reach a height of 85 inches.
- Finished products are cases, stretch wrapped, and palletized.
- With the exception of coffee creamer, pallet weight ranges up to 2,200 pounds. Most truckloads are up to 43,500 pounds (up to 60,000 lbs. for intra-Canada shipments)
- All products must be kept from freezing (above 3°C or per instructions) with the exception of non- diary creamer.
- Temperature requirements for reefer loads will be as per instructions.
- Carriers are required to provide 4 load bars for all shipments of pails from De Pere, Springfield, Chicago, and Plymouth. Fiesta requires on load strap or one load bar.
- Some BVF, ST, Sturm, and EDS locations may require trailer pools. The number of trailers is based on daily volume.

In support of BVF's Roundtable on Sustainable Palm Oil ("RSPO") program, finished goods Chain of Custody – Audits by accredited Certification Bodies ("CB") are to be completed when required to demonstrate chain of custody of finished goods containing certified ingredients such as RSPO Certified Palm oil and others. Bills of Lading ("BOL")/Packing Slips of outgoing finished goods containing RSPO Certified Palm Oil shipments shall list the relevant BVF facility's RSPO Supply Chain certificate number and RSPO Model information. Transportation companies will provide access for accredited CBs to respective operations, systems and all related information when advised in advance.



# **INVOICE**

BILL TO: COYOTE LOGISTICS LLC 2545 W. DIVERSEY AVENUE CHICAGO, IL 60647 INVOICE DATE: 08/19/2024 INVOICE #: 31823921 TERMS: NET 30 DUE DATE: 09/19/2024

DATE	CUSTOMER REF#	ORIGIN - DESTINATION	QUANTITY	RATE	AMOUNT
08/19/2024		450 BAILEY AVE, New Hampton, IA 50659 - 1800 STEWARD ROAD, Rochelle, IL 61068			
		Freight Income	1	\$650.00	\$650.00

TOTAL	
\$650.00	

#### 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

Date: 08/19/2	2024			SILL O	FLADING		Page: 1 of 1
	S	HIP FROM			Delivery Number: 858494	193	
Name: Address: City/State/Zip Country:	Bay Valley F 450 S Bailey New Hampto US		FC	ов:	Shipment: 179088		95)
and the second		SHIP TO	1857 (V)		Carrier name : Coyote Logistic	SIIC SCA	C: CLLQ
Name: Address: City/State/Zip Country:	Bay Valley F 1800 Stewa	oods LLC	F	OB: X	Broker name : Trailer Number : 3250 Royal Seal Number(s): 00059571	SCA	
	THIRD PARTY	FREIGHT CHAP	RGES		Freight Charge Terms: (freight	charges are prep	paid unless
Name: Address: City/State/Zip Country:	o:				marked otherwise)  PrepaidX Collect	3rd Party	
Pro Number:					PAR Number :		
NAME OF TAXABLE PARTY.				ODEOLAL IA	ICTPLICTIONS	SHEAR PLANTING THE SHEAR SHEAR	
				SPECIAL II	Perishable - Keep from Freezing	November 1st - M	arch 31st
CUSTOMER	ORDER NUMBE	R	CU	STOMER OR	DER INFORMATION ADDITIONAL SHIPPER INFO		
FILLY CONTRACT	A TOWN				Order# - 7241372		
				CARRIER	INFORMATION		
				k. L.	COMMODITY DESCRIPTION	LTLO	NLY
QTY	TYPE	NET WEIGHT (in Lbs)	H.M. (x)			NMFC#	CLASS
560	CSD	28,440.160		Coffee Crea	amer	74035	
7	CS	14,052.283		Coffee Crea	amer	74035	A CHEER L
567	Gross Weight	43,437.443				THE MENTS OF THE PARTY OF THE P	
567	Gross Weight	45,457.445			PALLET COUNT		
Total Pallets:	21	GMA: 21		THE REST		elestication.	
					SUBJECT TO COL	19124 NT & INSPECTION	
and shipper. The terms of entire agreement between negotiations, understand described above is received.	of this Bill of Lading, including on shipper and carrier, superse fings and agreements on the si ived from the shipper in appare	the rates established as describ ding all prior and contemporan ubject of the carriage of the pro- ent good order, except as noted person in possession of such pro-	oed in the pre- eous represen- perty describe (if packaged,	ceding sentence, are the tations, tariffs, ad above The property contents and condition o	Fee Terms: Collect: Customer check acceptable:	Prepaid:	
THE RESERVE THE PROPERTY OF THE PERSON OF TH	ier on the route to said destina	e destination Indicated above. If	on the carrier	's route, and otherwise t	Shipper Signature/Date:	will de	8-19-2
Carrier: Report	OS&D through you	ur dispatch	W	1	Trailer Loaded: Freight Counter		
	ort OS&D to 800-7 sefoods.com within	72-6757 or 48 hours of receipt	7	K:	<ul> <li>□ By Shipper</li> <li>□ By Driver</li> <li>□ By Driver</li> <li>□ By Driver</li> </ul>	/pallets said to cor	ntain