

32 West Nebraska St STE 1C Frankfort, IL 60423 708-479-7888 Contact Jason Stewart (708)479-7888 jason@jmtil.com

Carrier ZIGI FREIGHT INC dba ROYAL 3 INC

**Attn** Joey

**Phone** (630)256-8162

Driver JESUS TRL 544866 PH (786) 656-2041

53FT TRA	ILER PO#AS	N 694633	Р	<b>U #</b> ASN 6946	533	
	ACCT#		R	Q#		Value:
Pick up	NICKEY 1996 BE	ESPONSE LLC ( WAREHOUSES HNKE AVE- BLI IS, TN 38114	INC		Earliest Latest Contact Phone	08/29/24 09:00 08/29/24 16:00 SHIPPING (708)479-7888 114
	PU # AS	IN 694633				
<u>Pieces</u>	<u>Piece Type</u>	<b>Quantity</b>	Quantity Type	<u>Weight</u>	<u>Description</u>	
53	FEET	22	PALLETS	43,932	ADHESIVES 155250	
3,664	CASES				48 X 40 X 70	
					STACKABLE	
Directions	Wareho	use Bldg 470. C	o to first street and	make a left.	eck in @ guard shack. Ned Road ends- only way to go e. Building 470 is on the rid	o is to make a right. Go to
Delivery	SWIFT R	ESPONSE LLC	c/o		Earliest	08/30/24 08:45
	A2B FUL	.FILLMENT			Latest	08/30/24 08:45
	150 STE	WART PARKWA	λY		Contact	RECEIVING
	GREENS	BORO, GA 306	542		Phone	(708)479-7888 114
	DEL#A	SN 694633				

#### Special Instructions

SEALED TRAILER - EXCLUSIVE USE. REQUIRES 53FT DRY VAN TRAILER W/ 2 STRAPS. STACKABLE. DRIVER MUST SECURE FREIGHT W/ STRAPS PRIOR TO DEPARTING SHIPPER.

DELIVERY APPT: 08:45 FRIDAY, 08/30/2024

DRIVER IS RESPONSIBLE FOR ENSURING THAT THE LOADED TRAILER WILL SCALE LEGALLY. IF OVERWEIGHT, CARRIER MUST REPORT THIS TO J & M WITHIN ONE HOUR OF BEING

LOADED IN ORDER FOR J & M TO INFORM THE SHIPPER THAT THE DRIVER MUST RETURN TO BE RELOADED IN ORDER TO SCALE LEGALLY. SCALE TICKETS & RECEIPTS REQUIRED FOR REIMBURSEMENT.

MUST BE ON TIME TO DELIVERY APPT. IF THE DRIVER IS LATE, THE CARRIER WILL BE FINED \$100 AND WILL FORFEIT ANY CLAIM TO DETENTION AND/OR LAYOVER.

WHETHER THE DRIVER WILL BE A WORK-IN OR WILL NEED A NEW DELIVERY APPT WILL BE AT THE DISCRETION OF THE RECEIVER.

THE POD IS TO BE EMAILED TO CHRIS@JMTIL.COM WITHION TWO HOURS OF COMPLETING DELIVERY AND THE POD MUST HAVE THE IN & OUT TIMES

FOR THE PICKUP AND DELIVERY CLEARLY WRITTEN.

For internal use only	Order# 130896

Date 08/29/2024 12:15 Page 1 of 4



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Rate Detail	Quoted Amount	1,500.00	
	Total:	\$1,500.00	Carrier Initials:

All invoices must include this signed rate confirmation and signed POD. For payment, send invoices to: accounting@jmtil.com

Refer to the Load Number on your invoice: 63632

1. A Carrier may be the company operating under their authority to whom the Driver is employed by, and a Driver may be an independent contractor/owner-operator that is contracted by the Carrier.

The Carrier must complete and return the J & M Transportation Services, Inc. (herein 'J & M') Broker-Carrier Agreement along with their current W-9, valid authority, and current certificate(s) of insurance (COI).

The COI must have J & M listed as a certificate holder (see listing below) and MUST BE ISSUED TO J & M BY CARRIER'S INSURANCE AGENCY.

J & M TRANSPORTATION SERVICES, INC.

32 W NEBRASKA ST

SUITE 1C

FRANKFORT, IL 60423

- 2. Drivers must contact their respective J & M Dispatcher prior to pick up in order to be dispatched.
- 3. Under no circumstances, aside from calling for directions, should the Carrier and/or Driver representing the Carrier contact the shipper and/or receiver without J & M's prior written consent.
- 4. Under no circumstances is Carrier permitted to double-broker the load. This is a direct violation of our Broker-Carrier Agreement, and violation of this Agreement will deem our Rate Confirmation null and void. J & M reserves the right to pursue direct legal action against Carrier.
- 5. Under no circumstances is Carrier permitted to Co-Broker the load, unless approved by J & M in writing and our Broker Co-Broker Agreement has been completed in its entirety and approved by J & M ownership.
- 6. Delivery and pickup dates and hours will not require the carrier to violate hours of service regulations.
- 7. All truckload shipments are to be considered 'Exclusive Use' and the trailer will be sealed. If the shipper does not have a trailer seal, the driver is responsible for providing and applying the trailer seal. Seal number must be added to the BOL/Shipping Document(s) and sent to J & M within two (2) hours of loading.
- 8. Trailer seals are not to be broken under any circumstance without the expressed written approval by J & M. Non-compliance may result in Carrier assuming full responsibility for the Load, including assuming liability for any claim(s) in the event that the Load is deemed a loss.
- 9. All truckload flatbed shipments are to be tarped and are exclusive use unless otherwise noted.
- 10. J & M requires the complete Driver information (name- at least their first name, cell phone number, truck number, and trailer number) for all truckloads, load-to-ride (LTR) shipments, expedited/guaranteed and/or straight-through shipments,refrigerated shipments, and all high-value shipments (high-value shipments are viewed as all LTL and partial shipments that exceed a value of \$5 per pound, and all truckload shipments valued at over \$100,000). Failure to comply will result in the Carrier and/or Driver being removed from the Load. Non-compliance will forfeit the Carrier and/or Driver's claim to any accessorial(s), including, but not limited to: detention, driver-assist, and truck order not used (TONU).
- 11. J & M reserves the right to require that the Carrier and Driver accept and provide tracking for the equipment assigned to the J & M Load. J & M will advise what tracking method will be required prior to the Carrier/Driver accepting the Load. Non-compliance will result in the Carrier and/or Driver being fined \$150 per occurrence, as well as the Carrier and/or Driver forfeiting any claim to detention, layover, storage, cross-docking, or any other applicable accessorial.
- 12. The Driver and/or Carrier must report to J & M any discrepancies between what's been contracted for pickup and what is on the BOL provided by the shipper. The Driver must remain onsite until the discrepancy is resolved.
- 11. The Driver and/or Carrier must report to J & M any damaged freight, unsafe conditions of the freight, and/or unsafe loading and/or unloading conditions at the shipper and/or receiver. The Driver must remain onsite until J & M has presented a resolution and the issue at hand is resolved. It is highly recommended that the Driver/Carrier take and submit photographic evidence to J & M in order to refute that Carrier and/or Driver is responsible for the issue.
- 13. Any directions to a shipper or receiver that are provided by J & M are solely to offer the Driver/Carrier assistance in locating their destination based upon J & M's direct knowledge of the respective location; however, in order for the Driver/Carrier to obtain exact directions, J & M

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- 15. If Carrier misses their scheduled appointment time for any other reason other than a force majeure, J & M may fine Carrier up to \$250 per occurrence and deduct the fine from the Carrier's pay for the Load in which they have been contracted.
- 16. All accessorial charges must be approved in writing by J & M and applied to a finalized rate confirmation, which must be signed and submitted along with other invoicing documents.
- 17. Due to agreements in place between J & M and its clients, the accessorial rates listed below may vary based on the Load, so be sure to check the Load's Comments and/or Requirements.
- J & M accessorial pay is as follows\*: Detention is paid at a rate of \$35 per hour\*\* with a maximum of six (6) hours per day. After six (6) hours, any additional time will be considered a Layover; Layover is paid at \$250 per day; Driver-Assist will be anywhere from \$25 \$150 per occurrence, and the total amount paid will depend on the specifics for that particular Load; truck order not used (TONU)\*\*\* for a partial will vary between \$25 \$100 and will be based on the Load's size; truck order not used (TONU) for a truckload will be paid \$150; Additional Stop(s), Planned or Unplanned, within fifty (50) miles of the original scheduled Stop will be paid \$50.00 per occurrence; the pricing for any Unplanned Additional Stop over fifty (50) miles from the original scheduled Stop must be agreed upon in writing by Carrier and J & M; The pricing for any Planned Additional Stop(s) that are over fifty (50) miles from the original scheduled stop must be agreed upon and included in the pricing agreement on the original Rate Confirmation and signed by the Carrier and returned to J & M as in accordance with the requirements listed on this Rate Confirmation; Scale receipts may only be reimbursed to the Driver/Carrier by J & M if the shipper is at fault for loading the equipment improperly to the point that the equipment will not scale within the legal limits; It is the Driver and Carrier's responsibility to ensure that their equipment is loaded properly and will scale within the legal limits; Failure to scale within two (2) hours of loading and/or if the driver has exceeded one hundred (100) miles from the shipper at the time of reaching the scale, the Driver/Carrier will assume all liability should the equipment scale overweight and the Driver/Carrier forfeit any claim to any kind of reimbursement for any charges that the Driver/Carrier incur, including, but not limited to: fee(s), fine(s), ticket(s), violation(s), roadside assistance, towing, storage, cross-docking, etc.
- \*Any accessorials not listed herein must be agreed upon and added by J & M to the Rate Confirmation and signed by the Carrier and returned to J & M as in accordance with the requirements listed on this Rate Confirmation.
- \*\*Detention time for Loads with a scheduled appointment time(s) will be incurred after the Driver has confirmed that they arrived on-time to their scheduled appointment time, and has been waiting in their assigned dock door for two hours. Detention time for Loads without a scheduled appointment time(s), also known as 'first-come, first-serve' or 'FCFS', will be incurred after the Driver has confirmed that they arrived on-time within the scheduled loading times and has been waiting in their assigned dock door for two hours. For FCFS pickups and deliveries, the driver's free-allotted time does not begin until the Driver/Carrier has proven to J & M that the Driver has been assigned a dock door and that the Driver is presently in said dock door. The Driver/Carrier must notify their respective J & M Dispatcher when the Driver is one (1) hour from detention time being incurred. This is mandatory as it allows J & M to contact the involved party(ies) in order to expedite the loading or unloading of the Driver's equipment. The Driver/Carrier must ensure that the time in, and time out are clearly written on the Shipping Document(s) and the Document(s) is signed by the shipper and/or receiver. Driver/Carrier's detention request must be emailed, along with the supporting document(s), to the J & M Dispatcher with whom the Driver/Carrier contracted the Load.
- \*\*\*In order for a Driver/Carrier to qualify for a TONU, the Driver/Carrier must provide definitive proof that the Driver was physically onsite and checked in at the shipper or receiver at the same time or prior to J & M informing the Driver/Carrier that the Load has been cancelled. If circumstances warrant J & M issuing the Driver/Carrier a TONU, despite the Driver/Carrier not qualifying for a TONU, the decision to issue a TONU will be at the sole discretion of J & M.
- 18. Should Carrier and/or Driver have an issue, please contact your J & M Dispatcher directly. For emergencies or after-hours issues, please email dispatch@jmtil.com or call 708-479-7888 x 2 (Dispatch).
- 19. Driver/Carrier must email a legible POD to the J & M Dispatcher with whom they accepted the Load within 48 hours of delivery, or the Carrier will be fined \$150. This is subject to change and may vary from one Load to another. Be sure to check the Load Comments and/or Requirements for each Load's specific requirements regarding POD & accessorial compliance.
- 20. Unless otherwise agreed upon in writing by J & M, all Carrier invoices will be paid with Net 30 terms. All invoices received after 15:00 CST will

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Date 08/29/2024 12:15 Page 3 of 4



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Driver JESUS TRL 544866 PH (786) 656-2041

be processed the following business day.

- 21. Carrier must send SIGNED RATE CONFIRMATION, PROOF OF DELIVERY (including all pages of the bill of lading, delivery receipt, etc.), FACTORING INFORMATION (if applicable) and CARRIER'S INVOICE to accounting@jmtil.com.
- 22. Carrier and/or Driver understand and accept that in the event that J & M does not issue payment within the agreed upon payment terms, the Carrier, Driver, and any other party or affiliate(s) associated with the Carrier and/or Driver may not contact any party involved with the Load under contract except for J & M. Any payment issue that results in a dispute over payment must be resolved between J & M and the Carrier and/or Driver and any affiliate(s) associated with the Carrier and/or Driver. If these parties cannot come to an agreement within a reasonable amount of time, the Carrier may pursue filing a claim with J & M's surety bond provider or pursue legal action as in accordance with the provisions within the J & M Broker-Carrier Agreement. Any attempts to collect from another party other than J & M will be met with swift resistance, and legal action for breach of contract will be pursued immediately by J & M's legal counsel.
- 23. As per J & M's Broker-Carrier Agreement, the Carrier/Driver understands and agrees to comply with all aspects of the Agreement, including the section regarding J & M's back-soliciting policy. Any violation of this policy will result in J & M pursuing legal action against the Carrier and/or Driver.
- 24. Should any aspect of this Load/Rate Confirmation be deemed unenforceable, the remainder of this Agreement will remain intact and enforceable.

The undersigned hereby acknowledges and agrees to transport the above referenced shipment, and confirms that Carrier maintains insurance coverage with a minimum of \$1,000,000 general liability, \$1,000,000 auto liability and a minimum of \$100,000 cargo liability. This Load/Rate Confirmation Agreement must be signed and returned to us BEFORE PICKUP or the Carrier may be rejected at the pickup and removed from the Load by J & M.

Non-compliance will forfeit the Carrier and/or Driver's claim to any accessorial(s), including, but not limited to: detention, stop-off fee, driver-assist, layover, and truck order not used (TONU).

Carrier Signature:	Joey	Cimbalievic	Date:	
	$\overline{}$	V		

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53FT TRA	ILER PO # AS	N 694633	Р	<b>U #</b> ASN 6946	633	
	ACCT#		R	Q #		Value:
Pick up	NICKEY 1996 BEI	esponse llc Warehouses Hnke ave- bli Is, tn 38114	INC		Earliest Latest Contact Phone	08/29/24 07:00 08/29/24 15:00 SHIPPING (708)479-7888 114
	<b>PU #</b> AS	N 694633				
<u>Pieces</u> 53	<u>Piece Type</u> FEET	<u>Quantity</u> 22	<u>Quantity Type</u> PALLETS	<u>Weight</u> 43,932	<u>Description</u> ADHESIVES 155250	
3,664	CASES				48 X 40 X 70	
					NON-STACKABLE	
Directions	Warehou	use Bldg 470. (	Go to first street and	l make a left.	eck in @ guard shack. Nee Road ends- only way to go e. Building 470 is on the ric	o is to make a right. Go to
Delivery		ESPONSE LLC	c/o		Earliest	,
		FILLMENT			Latest	08/30/24 08:45
		WART PARKW	• •			RECEIVING
	GREENS	BORO, GA 306	042		Phone	(708)479-7888 114

## **Special Instructions**

SEALED TRAILER - EXCLUSIVE USE. REQUIRES 53FT DRY VAN TRAILER W/ 2 STRAPS. NON-STACKABLE. DRIVER MUST SECURE FREIGHT W/ STRAPS PRIOR TO DEPARTING SHIPPER.

DELIVERY APPT: 08:45, FRIDAY, 08/30/2024

DRIVER IS RESPONSIBLE FOR ENSURING THAT THE LOADED TRAILER WILL SCALE LEGALLY. IF OVERWEIGHT, CARRIER MUST REPORT THIS TO J & M WITHIN ONE HOUR OF BEING

LOADED IN ORDER FOR J & M TO INFORM THE SHIPPER THAT THE DRIVER MUST RETURN TO BE RELOADED IN ORDER TO SCALE LEGALLY. SCALE TICKETS & RECEIPTS REQUIRED FOR REIMBURSEMENT.

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 Rate Detail
 Layover
 150.00
 LAYOVER AT SHIPPER

 Truck Ordered Not
 150.00
 TONU @ SHIPPER

 Total:
 \$300.00
 Carrier Initials: \_\_\_\_\_\_

All invoices must include this signed rate confirmation and signed POD. For payment, send invoices to: accounting@jmtil.com

Refer to the Load Number on your invoice: 63632

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32 W NEBRASKA ST

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Driver JESUS TRL 544866 PH (786) 656-2041

- 20. Unless otherwise agreed upon in writing by J & M, all Carrier invoices will be paid with Net 30 terms. All invoices received after 15:00 CST will be processed the following business day.
- 21. Carrier must send SIGNED RATE CONFIRMATION, PROOF OF DELIVERY (including all pages of the bill of lading, delivery receipt, etc.), FACTORING INFORMATION (if applicable) and CARRIER'S INVOICE to accounting@jmtil.com.
- 22. Carrier and/or Driver understand and accept that in the event that J & M does not issue payment within the agreed upon payment terms, the Carrier, Driver, and any other party or affiliate(s) associated with the Carrier and/or Driver may not contact any party involved with the Load under contract except for J & M. Any payment issue that results in a dispute over payment must be resolved between J & M and the Carrier and/or Driver and any affiliate(s) associated with the Carrier and/or Driver. If these parties cannot come to an agreement within a reasonable amount of time, the Carrier may pursue filing a claim with J & M's surety bond provider or pursue legal action as in accordance with the provisions within the J & M Broker-Carrier Agreement. Any attempts to collect from another party other than J & M will be met with swift resistance, and legal action for breach of contract will be pursued immediately by J & M's legal counsel.
- 23. As per J & M's Broker-Carrier Agreement, the Carrier/Driver understands and agrees to comply with all aspects of the Agreement, including the section regarding J & M's back-soliciting policy. Any violation of this policy will result in J & M pursuing legal action against the Carrier and/or Driver.
- 24. Should any aspect of this Load/Rate Confirmation be deemed unenforceable, the remainder of this Agreement will remain intact and enforceable.

The undersigned hereby acknowledges and agrees to transport the above referenced shipment, and confirms that Carrier maintains insurance coverage with a minimum of \$1,000,000 general liability, \$1,000,000 auto liability and a minimum of \$100,000 cargo liability. This Load/Rate Confirmation Agreement must be signed and returned to us BEFORE PICKUP or the Carrier may be rejected at the pickup and removed from the Load by J & M.

Non-compliance will forfeit the Carrier and/or Driver's claim to any accessorial(s), including, but not limited to: detention, stop-off fee, driver-assist, layover, and truck order not used (TONU).

Carrier Signature:	Joeu Cimbalievic	Date:	8/30/2024
	()001/01/01/01/01		

For internal use only

Order# 130896

Date 08/30/2024 07:51



# **INVOICE**

BILL TO:

J & M TRANSPORTATION SERVICES INC

32 W NEBRASKA ST, SUITE 1C

FRANKFORT, IL 60423

INVOICE DATE: 08/30/2024 INVOICE #: 63632 TERMS: NET 30 DUE DATE: 09/30/2024

DATE	CUSTOMER REF#	ORIGIN - DESTINATION	QUANTITY	RATE	AMOUNT
08/29/2024		1996 BEHNKE AVE - BLDG 470, MEMPHIS, TN 38114 - 150 STEWART PARKWAY, GREENSBORO, GA 30642			
		Freight Income	1	\$300.00	\$300.00

TOTAL	
\$300.00	

### 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