

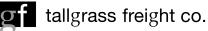
Signature
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Date

ACCEPTANCE OF THE TALLGRASS FREIGHT SHIPMENT AND RATE CONFIRMATION ARE SUBJECT TO THE TALLGRASS FREIGHT TERMS AND CONDITIONS SET FORTH HEREIN.

For sending invoices or payment inquiries, you must email **billing@tallgrassfreight.com** or fax us at (913) 273-0094.

## WE HAVE QUICKPAY OPTIONS AVAILABLE! Email <u>billing@tallgrassfreight.com</u> to learn more.



**Rate Confirmation** 

## **Terms and Conditions**

- 1. This rate confirmation is a contract. By signing this contract, you are agreeing to haul this load under the terms specified below as well as any directions/instructions added in the notes section of this rate confirmation.
- 2. This contact is not a "trip lease" and the carrier is an "independent contractor" with its own ICC operating authority.
- 3. Carrier agrees that it will look solely to Broker for the payment of its charges and that it will not contact or pursue Broker's customers, shippers, or consignees for payment of freight, accessorials, or other charges owed to carrier.
- 4. Carrier will bill all charges for transportation services directly to Broker; and Carrier shall provide Broker with the original copy of the bill of lading and delivery receipt. Broker agrees to pay Carrier within thirty days after receipt of the documents identified herein. Broker has two Quick-Pay options (Same-Day or 5-Day) subject to certain terms and conditions and advance approval by Broker/Tallgrass Freight Co. Email billing@tallgrassfreight.com for more information.
- 5. Carrier is not authorized to utilize or broker this load to any other company or entity without prior written consent from Tallgrass Freight Co. Any load found to be "double-brokered" will be subject to non-payment by Tallgrass Freight Co.
- 6. All loads tendered as Exclusive-Use must move as the sole freight on the trailer and cannot be partialed in any way without prior written consent from Tallgrass Freight Co. Any Exclusive-Use load found to be partialed will be subject to non-payment or rate-reduction by Tallgrass Freight Co.
- 7. A \$250 per day rate reduction may be assessed for late or missed appointments/delivery dates without advanced notification to and approval by Tallgrass Freight Co.
- 8. Carrier must provide all documentation necessary to support the reason(s) for late or missed appointments/delivery dates before payment is issued.
- 9. It is the driver's responsibility to obtain a legal weight limit before transporting load to consignee. Any concerns about the weight must be immediately communicated to Tallgrass Freight Co.
- 10. Drivers are responsible for shipment package-count unless other instructions are given. Any difference must be communicated to Tallgrass Freight Co. before driver leaves the shipper's location.
- 11. Carrier must notify Tallgrass Freight Co. of any overages, shortages, or damages as they occur.
- 12. A maximum of \$150 will be paid for a Truck-Ordered-Not-Used fee (TONU) on any load.
- 13. A maximum of \$200 will be paid for a layover (per night) on any load.
- 14. When applicable, \$40 per hour will be paid for detention. Carriers will have 2 hours of free time for detention (unless noted otherwise on the rate confirmation) and must notify Tallgrass Freight Co. 1 hour prior to free time running out to be considered.
- 15. Carrier must request ALL accessorial costs at time of occurrence. Failure to report may result in non-payment of accessorials. All accessorials must be preapproved by Tallgrass Freight Co. within 24 hours of event to be reimbursed.
- 16. IF THERE ARE ANY DISPUTES REGARDING THIS CONTRACT, I ON BEHALF OF MYSELF AND/OR MY COMPANY HEREBY WAIVE ANY RIGHT I AND/OR MY COMPANY MAY HAVE TO A TRIAL AND AGREE THAT SUCH DISPUTE SHALL BE BROUGHT WITHIN ONE YEAR OF THE DATE OF THIS CONTRACT AND WILL BE DETERMINED BY BINDING ARBITRATION BEFORE ONE ARBITRATOR TO BE ADMINISTERED AAA, PURSUANT TO ITS COMPREHENSIVE ARBITRATION RULES AND PROCEDURES. I further agree that the arbitration will take place solely in the state of Kansas and that the substantive law of Kansas shall apply.

Carrier shall maintain all risk cargo insurance in the amount of not less than \$100,000.00 per shipment. Carrier shall maintain public liability insurance in the amount of not less than \$1,000,000 (BMC-91 on file). Carrier shall maintain workers compensation insurance as required by state law. Carrier shall provide certificates of insurance upon request. Carrier is a federally licensed authorized for hire interstate motor carrier of general freight, does not have either a "conditional" or "unsatisfactory" safety rating, and is otherwise authorized to provide the contracted services. Carrier agrees to defend, indemnify and hold harmless Broker, from and against any and all claims, actions, and demands on account of injury to or death of persons, or damage to or loss of property, caused by, or alleged to have been caused by, the negligent acts or omissions of Carrier, except to the extent such claims are caused Broker's negligent or intentional acts or omissions.

Carrier shall be liable to Shipper and Broker for any loss, damage, or delay. All claims for loss, damage or delay of goods shall be governed by, and processed by Carrier in accordance with, the provisions of the Carmack Amendment (49 U.S.C. §14706) and the regulations promulgated thereunder (49 C.F.R. Part 370), or any successor provision thereto. No tariff or other limitation of liability for loss, damage or delay of goods shall apply to this load.

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\*\*\* WE HAVE SAME-DAY AND 5-DAY QUICKPAY OPTIONS \*\*\*



## INVOICE

BILL TO: TALLGRASS FREIGHT COMPANY 6800 HILLTOP ROAD SUITE 202 SHAWNEE, KS 66226

## INVOICE DATE: 09/03/2024 INVOICE #: 402479 TERMS: NET 30 DUE DATE: 10/03/2024

DATE	CUSTOMER REF#	ORIGIN - DESTINATION	QUANTITY	RATE	AMOUNT
08/30/2024		9992 F St, Omaha, NE 68127, USA - 4340 Corporate Rd, North Charleston, SC 29405, USA			
		Freight Income	1	\$2,400.00	\$2,400.00

TOTAL	
\$2,400.00	

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

Carrier Name TALLGRASS/AGENT					Date 8-30-24					
Address 9992 Address	ELECTION SYSTEMS & SOFTWARE 9992 F ST OMAHA			Consign Name Address Address City	CHARLESTON COUNTY ELECTIONS 4340 CORPORATE RD NORTH CHARLESTON					
state/Zip		NE	68137	State/Zip			SC	29405		
lame ELEC	3 JOHN GAI	TEMS & SOF	FTWARE 68137	P O # — Shipper # Bill of Lading Pro	CHARLES S2640	3				
Pieces 9 plt			Descripti IIC DATA PROCES	SING EQUPT	Cla 50 50 50 50 50 50 50 50 50		NMFC	Sub	Weight 12000	

Shipment Message

CONTACT: ISAAC CRAMER 843 744-8683

TR# \$103259

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of the Bill of Lading, the property described above and in apparent good order, except as noted (contents and condition of the contents of packages unknown), marked, consigned, and destined, as indicated, above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract agrees to carry to its usual place of delivery of said destination, if on said route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of said property, that every service to be performed hereunder shall be subject to the Bill of Lading.

Per Shipper

Carrier Signature and Date

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Michael Lemons