

# **Contract Addendum and Carrier Load Confirmation**

Driver must Call for Dispatch



Leonard's Order Number <u>3054756</u>

Please Sign and email this document as soon as possible to ERIC HILLMAN

Email eric.hillman@leonardsexpress.com

This letter confirms that ZIGI FREIGHT INC (ID:944686-MC944686) 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 Leonards Express. \$Velocity eliminates errors, making it the preferred method of delivery to Leonards 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

- 1. 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.
- 2. 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
- 3. 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.
- 4. 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.
- 5. Breakdowns: A repair receipt must be submitted to avoid a rescheduling fee if a breakdown caused a delay at shipper / receiver
- 6. Carrier agrees to move load on vehicle operating under its AUTHORITY and INSURANCE.
- 7. 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.
- 8. All pickup and delivery appointments will be made by Leonard's Express, Inc.
- 9. If CARRIER unable to honor a pickup or delivery appointment the CARRIER must call .
- 10. 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.
- 11. 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 limted to unloading, labor, detention and/or layover charges must be authorized prior to or at the time of occurence. 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 occurence, 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

ZIGI FREIGHT INC	LEONARD'S EXPRESS, INC.

AUTH SIGNATURE:Samm Stanojevic e-signed on 09/25/2024 10:36 AUTH SIGNATURE:\_\_\_\_\_

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



# **Contract Addendum and Carrier Load Confirmation**

Driver must Call for Dispatch

## Leonard's Order Number 3054756

CARRIER: ZI	GI FREIGHT INC	Pay Summary:			
PHONE# (6	30) 485-7370	Line Haul Rate:	\$1,400.0	0 Origin:	FARGO, ND
FAX#		Fuel Surchage Pa	•		EDGERTON, KS
ATTN: M	EL OJDANIC	Accessorial Pay:	\$0.0		627
CARRIER ID#: 94	14686	TOTAL:	\$1,400.0	0	
CARRIER MC#: I	VC944686				
Truck: 743 Tra	iler:	Name:	Phone:		
Load Information	on for Order # 3	054756			
		onal purposes only all informati		-	
Commodity :	SUGAR		mated Weight: 4377	5	
Equipment : Total Miles :	Van or Reefer 627	Piec	es: 17		
Notes :	Freddy 346-629-63 truck 743 trlr 97975				
	1100K /43 111 9/9/5	,			
Stop Informatio	on				
Pickup At:				Order:	3054756
REILES TRANSF	ER & DELIVERY INC	EARLIEST: 9/2	5/2024 8:00:00 AM		
4007 33rd St N		LATEST: 9/2	5/2024 4:00:00 PM		
FARGO,ND/	58102			Phone	: (701) 232-5109
	kup # 6502295				
Instructions: picl					
Instructions: picl					
Instructions: picl					
Instructions: pic				Order:	3054756
Deliver To:	DS	EARLIEST: 9/20	6/2024 9:00:00 AM	Order:	3054756
			6/2024 9:00:00 AM 6/2024 9:00:00 AM	Order:	3054756
Deliver To: HOSTESS BRAN					3054756 : (913) 308-1100





BILL TO: LEONARD'S EXPRESS INC 6070 COLLETT ROAD FARMINGTON, NY 14425 INVOICE DATE: 09/26/2024 INVOICE #: 3054756 TERMS: NET 30 DUE DATE: 10/26/2024

DATE	CUSTOMER REF#	ORIGIN - DESTINATION	QUANTITY	RATE	AMOUNT
09/25/2024		4007 33rd St N, Fargo, ND, 58102 - 30800 W 207th St, Edgerton, KS, 66021			
		Freight Income	1	\$1,400.00	\$1,400.00

TOTAL	
\$1,400.00	

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

Date: 09/25		В	ILL (	OF LA	DING		Page 1 of 1						
SHIP FROM         Name:       Reiles RE4U         Address:       4007 33rd Street North         City/State/Zip:       FARGO, ND 58102         SID#:       RE4U         SHIP TO         Name:       Hostess Brands, LLC         Address:       30800 W 207th St         City/State/Zip:       EDGERTON, KS 66021         CID#:       47					00#: FC	DB:	Load Orde CAR Traile Seal SCA Pro N	Bill of Lading Number:122774       S3200         Load #:0006502295       S3200         Order #:0003234354       S3200         CARRIER NAME:       HOFMANN         Trailer number:       W97971         Seal number(s):       181723         SCAC:       HOF         Pro Number:       Freight Charge Terms: (freight charges are prepaid unless marked					
Name: Address: City/State/ SPECIAL I	Unite 524 C Zip: MOO NSTRUCT	doerton inbou	p 56560 und@hoste	ssbra	nds.con 0# Powo	n,2# sai der 810	087 42011	oad,Placa 6,50# Lig	(Master Bill of Lading: with Bills of Lading ard 1 side of each pallet with ht Brown 810090 - 420051		ng)		
				1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1	CUST	OMER	ORDER IN						
CUSTO	MER ORDE	ER NUMBER	#PK	GS	WEI	GHT	PALLE	T/SLIP		SHIPPER INFO			
86814089	)			17	42	42500.00		N		PO: 4500221967			
							Y	N	SID:				
							Y	N	DROP:				
							Y	N					
004100 50				47	40	500.00	Y	N					
GRAND TO	TAL			17		2500.00	<b>I</b> ER INFORI	MATION					
HANDLIN	IG UNIT	PACK	AGE	WE	IGHT	H.M.		соммо	DITY DESCRIPTION	LTL	ONLY		
QTY	TYPE	QTY	TYPE			(X)	Commodities requiri stowing must be so ordinary care.	ng special or addit marked and packa	ional care or attention in handling or iged as to ensure safe transportation with	NMFC#	CLASS		
17	PL	850.00	CS	42	500.00		SUGAR						
		17	PL	1000	680.00		PALLETS				1 1 1 1 1		
17.00		867.00		43	180.00								
specifically in follows.	writing the agr declared valu	t on value, shipp reed or declared ue of the property per	value of the p	roperty	as	_	Fe	DD Amoun e Terms: ustomer ch	t: \$ Collect: eck acceptable:	Prepaid:	2		
NOTE Liabi	lity Limitat	ion for loss	or damage	in thi	s shipm	nent ma	y be appli	cable. Se	e 49 U.S.C. 14706(c)(1)(A) ar	id (B).			
RECEIVED s agreed upor otherwise to the carrier a state and fede	ubject to in in writing the rates, o nd are avai ral regulations	dividually detern between the classifications a lable to the sh s.	nined rates carrier and nd rules tha	or con the s t have	tracts tha shipper. been e	at have If applic stablishe	been cable, d by	arrier shall r	not make deliveryof this shipment with er lawful charges.	out payment of _ Shipper Signa			
properly cla and are in	rtify that the ssified, pac n proper o	E / DATE above named ked, marked condition for ble regulations	and labeled transportation		ailer Loa ] By Ship ] By Driv	ded: oper		ounted:	s Reflection of the second sec	receipt of pac arrier certifies as made availe emegency respons	kages and emergency able and/or		

8:17 9126174 Megra

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