

## Your Response to this Confirmation is Required

RYAN TRANSPORTATION SERVICE, INC

MC# 196502

www.ryantrans.com

Broker Phone

(913) 934-5414



For after-hours support between 5pm and 7am CST please contact our After Hours Team at 913-310-2241

or support-afterhours@ryantrans.com

Email freight bill to carrierbilling@ryantrans.com or fax to 913-890-6643

**4561864**

<b>Carrier:</b>	BRZ	<b>Contact:</b>	John
	BURBANK	<b>Phone:</b>	708-303-5150 x110
	10/08/2024	<b>Fax:</b>	
<b>Date:</b>	IL		60459

Grace Green (913) 934-5414 AT RYAN TRANSPORTATION SERVICE, INC.

REFER TO RYAN TRANSPORTATION SERVICE, INC. LOAD #: 4561864

This agreement is for exclusive use of truck, unless otherwise stated. Shipper may add or subtract freight/weight as long as shipment complies with DOT requirements.

<b>Order</b>	<b>Order:</b>	4561864	<b>Commodity:</b>	Food Products
	<b>Temp:</b>		<b>Weight:</b>	42945.0
	<b>BOL:</b>	03491007032627426	<b>Trailer:</b>	Van (DAT)
	<b>Hazmat:</b>	N	<b>Reference:</b>	703262742N
	<b>Pieces:</b>		<b>Hazmat UN:</b>	
	<b>Length:</b>		<b>Height:</b>	
		<b>Width:</b>		

<b>PU1</b>	<b>Name:</b>	BASIC AMERICAN FOODS INC/BASIC A	<b>Date:</b>	10/08/2024 1400
	<b>Address:</b>	538 POTATO FRONTAGE ROAD		
		Pickup Number 210717		
		MOSES LAKE WA 98837	<b>Contact:</b>	JENNIFER TORGESON
	<b>Phone:</b>	509-766-3238	<b>Driver Load:</b>	N
	<b>Reference number:</b>	BM 03491006003353794		
	<b>Reference number:</b>	PO 0004608441		

<b>SO2</b>	<b>Name:</b>	RUSSELLVILLE PLANT/RUSSELLVILLE	<b>Date:</b>	10/11/2024 1100
	<b>Address:</b>	3100 E MAIN STREET		10/11/2024 1100
		R28529		
		RUSSELLVILLE AR 72802	<b>Contact:</b>	TODD TURZAK
	<b>Phone:</b>	479-498-7589	<b>Driver Load:</b>	N
	<b>Reference number:</b>	BM 03491006003353794		
	<b>Reference number:</b>	CB 03491006003353794		
	<b>Reference number:</b>	PO 0004608441		
	<b>Reference number:</b>	PO 0004608441		
	<b>Reference number:</b>	ZZ 0004608441-001		

<b>Payment</b>	<b>Carrier Freight Pay:</b>	\$3,550.00
	<b>Tracking Hold</b>	-\$100.00

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**Instructions**

BASIC AMERICAN FOODS INC/BASIC AMERICAN - CONATRMO: FOOD GRADE TRAILER REQUIRED

STRAPS/LOAD BARS ARE REQUIRED

TRAILER SWEEP OUT REQUIRED PRIOR TO CHECKING IN AT SHIPPER. Shipper will reject trailer at any sign of debris and will not load.

MISSED/CHANGED APPOINTMENTS: Carriers are responsible for fees associated with missed or rescheduled appointments due to fault of carrier. Late fees will be added on for missed appts. For Walmart, Sams Club, McLane, Eby Brown, Costco, Foodlion and Adusa facilities there will be a \$500 late fee, delivering outside the scheduled date (early or late) and rescheduling fee. For all other facilities there will be \$250 late fee if not otherwise specified at receiver.

Carrier agrees to name Conagra as the loss payee as its interest may appear under such insurance; and (d) worker's compensation or similar coverage as required by applicable law. Upon request Carrier will furnish certificate or certificates evidencing the insurance policies and endorsements

When Carrier is loading or unloading, Carrier will defend, indemnify and hold harmless Conagra, together with its subsidiaries, divisions, affiliates, parents, assigns, directors, officers, agents and employees from and against all claims, loss, damage, fines, expense, and actions including, but not limited to, claims for injury to person (including injury resulting in death), and for damage to property, including Carrier's equipment, to the extent such loss, damage or injury is proximately caused by the loading or unloading activities of Carrier, its agents or employees. Carrier shall also defend, indemnify and hold Conagra harmless from and against any claims to the extent caused or contributed by the acts, errors or omissions or willful misconduct of such motor carriers and/or its drivers.

Conagra's claim for damage or loss will be measured by the Conagra's invoice value of the cargo lost or damaged. Shipments originating in the United States for destinations in Canada using Conagra's bill of lading will be governed by the U.S. terms of liability, and the shipment is not released at the Canadian liability limits. All valid claims that are not paid, declined, disputed, or acknowledged by Carrier within 120 days of receipt of the claim may be offset from freight payments due to Carrier. Carrier agrees that Conagra's products are proprietary in nature, and that there are restrictions on the sale or distribution of such products in the event of loss or damage to such products during shipment. Conagra, exercising reasonable discretion, will be the sole judge as to whether the products involved in any loss or damage or delivery with no seal or a broken seal under this agreement are fit for normal intended use or consumption. Carrier may only salvage freight upon written approval from Conagra. Conagra enforces a seal policy with respect to delivery of freight in a vehicle whose seal has been broken, except by government authority or by Carrier for safety on the public highway. Pursuant to this policy, all freight in such a shipment may be destroyed. In such event and notwithstanding any provisions herein to the contrary, Conagra will have remedies, up to filing a claim for the full value of the products, subject to the limitations in this section.

Conagra will identify any loads that contain Hazardous Materials, as defined in the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq., as amended, and the regulations of the U.S. Department of Transportation. Carrier warrants is fully qualified and authorized to transport Hazardous Materials in the United States. Carrier certifies they are familiar with U.S. laws and regulations applicable to transportation of Hazardous Materials and that they will comply with all such laws and regulations; and (b) its and Carrier's employees, including drivers, have been trained and instructed in the proper method of transporting Hazardous Materials. Upon request, Conagra will provide a copy of the Material Safety Data Sheet for the Hazardous Materials.

BASIC AMERICAN FOODS INC/BASIC AMERICAN - Pickup Number 210717

RUSSELLVILLE PLANT/RUSSELLVILLE PLANT - ALL DRIVERS MUST CHECK IN BY SCANNING THE QR CODE AT THE GATE OR TEXTING "RUSS" TO 1-712-435-2382.

RUSSELLVILLE PLANT/RUSSELLVILLE PLANT - R28529

**X**

**Agreement**

**Please sign and return**

**Grace Green**

**Fax**

**913-894-2061  
4561864**

CARRIER agrees to compensate, indemnify, defend and hold BROKER and Broker's Customer harmless, including attorney fees and costs for enforcing this agreement, for any and all loss or damage to cargo on each shipment tendered to CARRIER. Carrier further agrees to indemnify, defend and hold BROKER and Broker's Customer harmless from all and any liability, costs and damages to persons and/or property arising out of CARRIERS operations hereunder, including but not limited to all road fuel, and other taxes, fees or permits related to the shipments transported by CARRIER as arranged by BROKER.

Tractor #:

Trailer #:

Driver Name:

Driver Cell #:

ARB IDN or VIN or

License Plate #:

**By accepting this shipment, Carrier hereby certifies that it will only use, furnish or provide Transportation Refrigeration Unit (TRU) equipment that is in compliance with all requirements of the State of California TRU regulations. Carrier further agrees to defend, indemnify and hold Ryan Transportation and its customer harmless from any failure regarding non-compliant equipment. For more information goto [www.arb.ca.gov/diesel/tru/documents/template\\_notice\\_to\\_carriers.pdf](http://www.arb.ca.gov/diesel/tru/documents/template_notice_to_carriers.pdf)**

CARRIER warrants that its equipment shall be clean, in good working order, properly licensed, identified and insured and suitable for the transportation requested, and that no trailer or other vehicle which transports commodities shall ever have been used to transport refuse, garbage, trash or solid or liquid waste of any kind whatsoever, whether hazardous or non-hazardous. CARRIER will only offer to Broker and Broker's customers equipment which is in full compliance with the Sanitary Food Transportation Act and any similar or successor act. CARRIER warrants that the equipment to be used under this Agreement shall be clean, odor-free, dry, leak-proof, free of contamination or infestation and suitable for transportation of foodstuff for human consumption. If Carrier has hauled fertilizer, manure, compost, animals, uncooked meat, eggs, or dairy products, Carrier must clean all equipment with a sanitizing agent and provide documentation of the prior shipments and cleanings to shipper/loader at next pick-up, and Broker, Consignor, Consignee or Government Agent upon request. CARRIER must keep such records for at least 12 months from shipment. If the loader determines that the equipment does not meet its reasonable standards of acceptability, Carrier shall clean or replace the equipment at its own cost.

When required by BROKER, the shipper or the consignor, CARRIER shall secure shipments with a serialized seal. CARRIER shall ensure that the serialized seal number appears on the bill of lading or other form of manifest or receipt. CARRIER shall be solely responsible for maintaining seal integrity during transportation of the shipment. Except as is required by law enforcement personnel, under no circumstances shall CARRIER or any of its personnel break any seal without the express consent of BROKER. CARRIER shall immediately notify BROKER to report a missing or broken seal.

CARRIER agrees that food that has been transported or offered for transport under conditions that are not in compliance with the load handling instructions, as provided to CARRIER, including loads delivered with a broken, missing, or unreadable seal may be considered "adulterated" within the meaning of the Federal Food, Drug and Cosmetic Act, 21 U.S.C § 342(i), and its implementing regulations. CARRIER understands and agrees that adulterated shipments may be refused by the consignee or receiver, upon their delivery, at destination and CARRIER shall bear sole risk of rejection of cargo arising from or related to broken, missing or unreadable seals or failure to comply with load handling instructions.

For Refrigerated Shipments: Carrier must meet defined set temperature instructions as provided in documentation and on shipping documents provided to CARRIER. Temperature settings for certain materials/products and mixes of these products on loads and time of year will determine the required set temperature for these loads. CARRIERS TRU must provide a fresh protect setting with a temperature delta of no more than 4 degrees from Set Point in Continuous operating mode for contradictory or confusing instructions regarding any shipment, CARRIER must resolve the contradictory or confusing instructions regarding any shipment, CARRIER must resolve the contradictory or confusing instructions prior to accepting the shipment for transport.

Carrier acknowledges that Shipper's insertion of Ryan Transportation Service name on the bill of lading, freight tender, or any other document shall be for Shipper's convenience only and shall not change Ryan Transportation Service's status as a transportation broker. In the event Broker's name is listed on the bill of lading, shipping manifest or other similar document, as the carrier, Carrier shall cross-out or otherwise remove Broker's name and enter Carrier's name as applicable.

Carrier agrees to follow CDC Guidelines to prevent spread of COVID-19.

Trucker Tools tracking is required. Driver agrees to accept tracking before departing shipping location.

Driver agrees for tracking to be active throughout transit until delivery is confirmed.

In order to verify detention driver must use the dwell feature inside the Trucker Tools phone application or provide a signed BOL with clearly defined in and out times.

Please contact your Ryan Transportation representative for step-by-step instructions for downloading the app and executing its tracking functions.

Carrier on behalf of its drivers, independent contractors or any third party assisting them with this load hereby acknowledges and agrees as follows: (i) while using Trucker Tools and other tracking software or communications with Broker or its shipper they may receive certain text messages or calls while the equipment is in operation, (ii) looking at text messages, taking calls or any other distractions while operating the equipment is illegal and may lead to serious injury, death and property damage to you or others, (iii) they will not read, answer or respond to any messages unless the equipment is stationary and parked, (iv) they will comply with all applicable federal, state, and local laws including, but not limited to, laws relating to the receipt, review or sending of messages or phone calls while the equipment is in operation, (v) they will assume all liability associated with any failure to comply with these provisions, and (vi) they jointly and severally agree to indemnify, defend and hold Broker harmless to the fullest extent permitted by law for any and all claims relating to a breach of these provisions by Carrier, its drivers, independent contractors or any third party assisting them with this load.

Any directions given by Ryan Transportation Service or its Customers, whether orally and/or electronically, are for informational purposes only. It is the Carrier's sole responsibility to confirm that it may lawfully and safely operate its vehicle and its contents over any road, highway, bridge and/or route. Carrier shall be solely responsible for any fines, penalties, or citations that may be levied as a result of operation its vehicle equipment and its content in any way that may be found to be in violation of any regulation, law or ordinance.

#### **Detention Policy and Requirements:**

Trucker Tools tracking must be used for the entirety of the load

2 hours free for loading and unloading, \$50/hour thereafter - max billable detention allowed is 4 hours

Layovers are paid at a rate of \$250/day, detention and layover are not eligible to be billed concurrently

Carrier must present BOL with signed IN/OUT times from valid shipping or receiving employee

Carrier must be on time for scheduled shipping and delivery appointments

Carrier must notify Ryan Transportation via email 1 hour prior to the start of detention

All detention requests must be made via written request within 24 hours of the occurrence

#### **Truck Order Not Used Policy and Requirements**

Truck Order Not Used of \$150 will be issued if the following criteria are met:

1. Load is canceled within 4 hours of the pick-up ETA or appointment time provided at the time of booking and or TruckerTools tracking has been accepted and started
2. The rate confirmation was issued more than 1 hour prior to the notice of cancellation for all loads booked on the same date as the planned ship date

#### **Ryan Transportation Service, Inc.**

9350 Metcalf Ave

Overland Park, KS 66212

**RYAN**<sup>™</sup>  
TRANSPORTATION

**RTS**<sup>™</sup>

#### **We're More Than Just Freight**

Sign up for our fuel card, factoring services,  
free credit data and more: [rtsinc.com/connect](https://rtsinc.com/connect)



## INVOICE

**BILL TO:**

RYAN TRANSPORTATION SERVICE INC  
9350 METCALF AVE  
OVERLAND PARK, KS 66212

**INVOICE DATE:** 10/11/2024**INVOICE #:** 4561864**TERMS:** NET 30**DUE DATE:** 11/11/2024

DATE	CUSTOMER REF#	ORIGIN - DESTINATION	QUANTITY	RATE	AMOUNT
10/08/2024		538 Potato Frontage Road, Moses Lake, WA 98837 - 3100 E Main Street, Russellville, AR 72802			
		Freight Income	1	\$3,550.00	\$3,550.00

**TOTAL**

\$3,550.00

**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**



Delivery Note No



349307

Door 27

## Straight Bill of Lading - Not Negotiable

This is a food use item. Do not ship with hazardous material.

BOL No/Shipment ID: 210717

Load Plan ID:

Order No: 8287740

Purchase Order No: 4608441

Additional PO No:

Ship Date: 10/08/2024

Carrier Pro/Trailer No: W94937

Seal Number: 6796897

Load and Count: Carrier

Freight Terms: Collect

SHIPPER'S CERTIFICATION: 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 Department of Transportation.

Shipment ID: 717

RECEIVED, subject to the written transportation contract between the Shipper and the Carrier, if applicable, and otherwise to the terms and conditions of the Shipper's standard Motor Carrier Transportation Contract in effect on the date of shipment, which is available to the Carrier on request, the property described herein, in apparent good order, except as noted (contents and condition of packages unknown), marked, consigned and destined as shown herein. This bill of lading and the shipment covered hereby is not subject to any classification or tariffs or to any limitation of liability except as specifically agreed to in writing by the Shipper and the Carrier.

Both Shipper and Carrier are subject to the record maintenance and access requirements of 21 CFR Part 1, Subpart 1, pertaining to the transportation of food products.

Shipper / Consignor: Basic American, Inc.  
538 Potato Frontage Road  
Moses Lake, WA 98837  
Additional PO No: UNITED STATES

Receiver/Consignee: Conagra Frozen Food  
3100 East Main  
Russellville, AR 72802  
DATE: 10/11/24  
UNITED STATES

TRAILER#: 94987

SHIPPER'S CERTIFICATION  
Signature: *Enrique B.*

Signature:

CARRIER: BRC

Print Name: GBECERRA-GONZALEZ

Print Name:

SUBJECT TO COUNT  
AND CONDITION

Date Tendered to Carrier: 10/08/2024

Date Received from Carrier:

Signature: *Michael P.*  
740a

Origin Carrier: BRZ

Delivering Carrier:

Check-In Time: 10/08/2024 12:30:00:PM

Signature:

Check-Out Time: 10/08/2024 01:05:00:PM

Signature:

Print Name:

Print Name: U. TED

Date Rcv'd from Shipper:

CDL Checked: ☒

Date Div'd to Consignee:

Special Instructions: Telephone: 479-964-8219

COA to submit the COA to FoodLogIQ Connect: <https://connect.foodlogiq.com>

Item 10143 Customer Product # IP405

Tally Sheet must accompany shipment

COA required Email to: [dl-russellvilleCOAGroup@conagrafoods.com](mailto:dl-russellvilleCOAGroup@conagrafoods.com)

COA/COC Required, please complete Code Sheet.

Line No	Part No	Description	Case Code	Shipped Unit Qty	Weight (subject to correction)	GTIN
1	33354	CON AGRA® Instant Potato Granules 50 lb bag	BEST BY AUG2225	760.00	38,313.94	00011140333545
			BEST BY AUG2825	80.00	4,033.05	
		Tare (includes pallets and/or other handling unit materials)		21.00	945.00	
Totals				861.00	43,291.99	1,076.42 ft3