

# INVOICE

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

#### INVOICE DATE: 03/27/2025 INVOICE #: B82870 TERMS: NET 30 DUE DATE: 04/27/2025

DATE	CUSTOMER REF#	ORIGIN - DESTINATION	QUANTITY	RATE	AMOUNT
03/24/2025		8625 Montana Highway 91 South, Dillon, MT 59725 - 1280 Industrial Park Dr, Vandalia, OH 45377			
		Freight Income	1	\$3,000.00	\$3,000.00

TOTAL	
\$3,000.00	

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

# Your Response to this Confirmation is Required

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www.ryantr Broker Pho For after-ho	ne and Fa		913-310-22 n 5pm and 7an		lease conta	ct our After Hou	ırs Team at 913-310-2241 or	
support-aft Email freigl			com g@ryantrans.c	om or f	ax to 913-89	0-6643	4930768	
Carrier:	BRZ BURBA	NK				Contact: Phone:	Shawn Popovic 708-303-5150	-
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Date:								
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## Your Response to this Confirmation is Required

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Carrier:	BRZ					Contact: Phone:	Shawn Popovic 708-303-5150	
	03/24		IL	60459		Fax:	100-303-3130	
Date:	05/24	2025	11	00459				
Bryce Lik	ens	913-31	0-2291	AT	RYAN TRANS	SPORTATION S	ERVICE. INC.	
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Please Sign:

Driver Name: Driver Cell #: Tractor #: Trailer #:



#### Instructions

ELEVATION NEWCO, LLC - AZELSTCT: \*The customer specific policies below supersede any Ryan Transportation policies\*

Picture of the POD must be submitted to us directly the day of the delivery or additional charges may be applied All shipments must be tracked with the Ryan Transportation Trucker Tool's App or there will be a \$100 fine removal of this fee includes a strong attempt at providing solid and honest communication regarding the driver's status and ETAs.

Any late pickup/delivery will be subject to a \$150 late charge unless the schedule/ETA change was communicated and approved by Ryan Transportation in advance.

Detention - \$50 per hour (3 hours free at all locations) BOL/POD must be sent with signed in/out times for approval. Maxes out at \$150 or 3 hours. Shipper/Receiver require an eta prior to arrival to be eligible for detention. Driver detention will be denied if the originally scheduled appointment time is missed. Check-in and check-out times should be documented on the BOL/POD. Carrier is required to notify the Load Planner via e-mail (in writing) 1 hour prior to detention occurring. Final charges and a copy of the signed POD need to be uploaded for approval and must be submitted within 2 business days of occurrence.

Unplanned Stop Charge - \$50, does not include origin or final destination

Layover - \$150 per night Accepting a layover and then falling off the load the next day will result in a service failure, the removal of the layover charge and possible fines

TONU - \$150 per occurrence Driver must be empty and either enroute to the shipper or already onsite, the day of the shipment, to be eligible for a TONU

Approval must be provided by the broker/customer prior to any actions being taken by the driver/carrier for additional charges to be requested. Any movement/actions taken by the driver or the carrier booked on this load, that have not received explicit written approval and are outside the directions of the rate confirmation and broker/customer, cannot be submitted for additional charges and could lead to a service failure and fee deductions.

Any unplanned accessorial charges must be submitted within 24 hours of delivery to be sent to customer for approval with receipts/documentation.

ELEVATION NEWCO, LLC - AZELSTCT: ALL SHIPMENTS MUST BE TRACKED WITH THE TRUCKER TOOL'S APP OR THERE WILL BE A \$100 FINE. THIS MUST INCLUDE CLEARLY MARKED PICKUP, TRANSIT, AND DELIVERY. ANY LATE DELIVERY WILL BE SUBJECT TO A \$150 LATE DELIVERY CHARGE UNLESS THE SCHEDULE CHANGED WAS COMMUNICATED AND APPROVED BY RYAN TRANSPORTATION.

Please Sign: Shawn Popovic

Driver Name: Anis Driver Cell #: (919) 798-2779 Tractor #: 900 Trailer #: W94949

MPOWERED BY

User: Bryce Likens 913-310-2291 (X) Accept

4930768

() Decline

### **Carrier Rate Agreement**

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.

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 go to 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. CARRIER'S TRUs must provide a fresh protect setting with a temperature delta of no more than 4 degrees from Set Point in the Continuous operating mode for perishable loads.

If CARRIER receives 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 applications or provide a signed BOL with Clearly defined in and out time.

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



### Save on Fuel and Much More

Our affiliate, RTS Carrier Services, provides industry-leading tires, maintenance, paperwork, medical clinic visits and man-

Ryan Transportation 9350 Metcalf Ave. Overland Park, KS 66212 (877) 519-1984 <u>www.ryantrans.com</u>

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