

## **Carriage Contract Terms and Conditions**

In this Contract, the party who is contracting to receive the services shall be referred to as "Shipper", and the party who will be providing the services shall be referred to as "Carrier".

**DESCRIPTION OF SERVICES.** Beginning on commencement date, Shipper will provide interstate and intrastate transportation services including the following services (collectively, the "Services"): Pick-up, transportation, and delivery of 20 and 40 ft ISO shipping containers or other general freight. **The Shipper shall be responsible for ensuring the origin and destination locations can accommodate the requirements of the transportation equipment including but not limited to clear loading space, solid ground conditions, turning radius, overhead obstructions (less than 14 ft), underground installations.** The shipper shall provide cargo handling equipment necessary to load/unload freight at origin and destination unless otherwise agreed

**RATES, CHARGES AND PAYMENT FOR SERVICES.** The rates and charges for the truck transportation services contemplated by this Contract shall be as stated in **Schedule "A"** attached to this Contract. The rates and charges as stated in Schedule "A" shall remain in effect for the term of this Contract unless the Parties agree in writing to their modification. By mutual consent, Schedule "A" may be modified, if the modification is in writing and signed by both parties. Shipper will pay compensation to Carrier for the Services in accordance with Schedule A or any modification thereof upon completion of the Services. This compensation shall be payable in a lump sum upon completion of each job under this Contract. Terms for established customers to be Net 30 with billing to accrue weekly via invoice. Intermittent customers to be balance due upon delivery. Customer to agree pay via electronic billing transfer method provided by Carrier.

**TERM/TERMINATION.** This agreement will become effective upon the booking of a load for carriage or other related work. This agreement will terminate in one month after the last date of provided services.

**ALL SHIPMENTS UNDER CONTRACT.** Whether or not Carrier is authorized to or does operate as a common motor carrier, each and every

shipment tendered by Shipper to Carrier on or after the date of this Contract shall be deemed to be a tender to Carrier as a motor contract carrier and shall be subject only to the terms of this Contract and the provisions of law applicable to motor contract carriers.

**BILLS OF LADING.** Each shipment hereunder shall be evidenced by and subject to the terms, conditions and provisions of a bill of lading, or other proof of delivery receipt. In the event of conflict between the terms, conditions and provisions of such bill of lading or receipts and this Contract, the provisions of this Contract shall govern.

**FREIGHT LOSS OR DAMAGE.** Any cargo claim shall be made by Shipper by submitting a written notice of the claim within 5 days of the delivery date of the shipment or if no delivery, the

claims occurring while in the possession of or under the control of Carrier, relating to or arising out of Carrier's solely negligent performance of this Contract. The claim that is not timely filed shall be barred and Carrier shall have no liability for the loss alleged.

Carrier shall not be liable for any economic loss or consequential damages to Shipper beyond actual loss. Shipper shall not deduct or offset any cargo claims from the freight charges owed to Carrier. The provisions of this section shall survive the cancellation, termination or expiration of this Contract.

The shipper understands that mechanized container loading/unloading may cause damage to landing surfaces. Trailer and tractor tires may leave marks and indentations. Containers slid or dragged at the shippers request may also cause damage to surfaces. The Carrier assumes no liability for any such damage or repairs.

**RELATIONSHIP OF PARTIES.** It is understood by the parties that Carrier is an independent contractor with respect to Shipper, and not an employee of Shipper. Shipper will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Carrier.

Carrier shall be responsible for the procuring and operating the vehicles and the employment, hiring, training, supervising and controlling its drivers and helpers.

**CONFIDENTIALITY.** Carrier will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Carrier, or divulge, disclose, or communicate in any manner any information that is proprietary to Shipper. Carrier will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this Contract. Upon termination of this Contract, Carrier will return to Shipper all records, notes, documentation and this Contract.

**INJURIES.** Carrier acknowledges Carrier's obligation to obtain appropriate insurance coverage for the benefit of Carrier (and Carrier's employees, if any) for bodily damage, property damage, and for loss of or damage to cargo in at least the minimum amounts required for motor carriers by applicable Federal or State law or regulations.

Carrier waives any rights to recovery from Shipper for any injuries that Carrier (and/or Carrier's employees) may sustain while performing services under this Contract and that are a result of the negligence of Carrier or Carrier's employees.

**DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due. The insolvency or bankruptcy of either party.
- b. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- c. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

**REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice

shall describe with sufficient detail the nature of the default. The party receiving such notice shall have ten days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

**FORCE MAJEURE.** If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party promptwritten notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

**ARBITRATION.** Any controversies or disputes arising out of or relating to this Contract shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Contract. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Contract or to award punitive damages.

The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Contract.

**AMENDMENT.** This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**COUNTERPARTS.** This Contract may be executed simultaneously in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. The parties agree that signatures on this Contract, as well as any other documents to be executed under this Contract, may be delivered by facsimile in lieu of an original signature, and the parties agree to treat facsimile signatures as original signatures and agree to be bound by this provision.

**ENTIRE AGREEMENT.** This Contract contains the entire Contract of the parties, and there are no other promises or conditions in any other Contract whether oral or written.

**SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**NOTICE.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

**APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of California.

**SIGNATURES.** This Agreement shall be signed on behalf of both parties as per below or otherwise accepted via electronic recognition on Carrier web site.

**PARTY CONTRACTING SERVICES:**

SHIPPER

Sign By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Company: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ Postal Code \_\_\_\_\_

Date: \_\_\_\_\_

CARRIER:

Acme Works, LLC d/b/a CoyoteContainer.com

By: \_\_\_\_\_ William Hall, Member

Date: \_\_\_\_\_

**SCHEDULE A**  
**Rates and Charges**

**Rates in USD**

**Services Provided**

- Transportation services as negotiated with shipper via load board or other method such as text or email.

As Negotiated

**Fees**

- Delay in excess of 30 minutes upon arrival at load or discharge points. This time to be billed in 30 minute increments through no fault of the carrier at point of loading or discharge of cargo. It does include time beyond 30 minutes required to maneuver or load/unload cargo. Standard business hours apply unless otherwise agreed. This does not include cargo securing time which is the responsibility of the Carrier.

\$50.00 per 30 min interval

**Other**

- Undeliverable or unclaimed cargo will be returned to origin or stored by Carrier until claimed by Shipper. Shipper to be responsible for all associated costs.

Variable

**Mileage**

- Mileage to be inclusive of fuel at stated rate per mile unless otherwise negotiated. This is typically included in "Services Provided" cost but would include additional miles beyond that scope.

\$6.00/mile