



**Golden Fynch Inc.**  
301 Park Ave  
Piscataway, NJ, 08854  
Phone: (732) 979-8756  
Website: <http://www.goldenfynch.net>

## **MOTOR CARRIER CONTRACT ADDENDUM**

### **GENERAL PROVISIONS**

We must have a signed Carrier Rate Confirmation from the Carrier prior to releasing the load for pick-up. Email the signed Carrier Rate Confirmation to [admin@goldenfynch.net](mailto:admin@goldenfynch.net)

Carrier will forfeit this load without recourse if it fails to sign and return this Carrier Rate Confirmation within (4) hours of receipt. The signed Carrier Rate Confirmation sheet will include the following:

- i. The Driver's name
- ii. The truck and trailer numbers
- iii. The driver's cell phone number. The cell phone must be kept on at all times.
- iv. All emergency and/or "after-hours" phone numbers. Include cell numbers for on-call dispatchers, owners, etc.

**CALL CHECKS:** Drivers are required to check call every day between 6:00 am and 9:00 am Eastern Time. This includes Saturday, Sunday, and Holidays. Missed check calls will result in a \$100.00 fine against carrier's settlement for each infraction. The Check Call telephone number is **(732)979-8756**. Drivers must leave a voice mail message that includes his/her name, the load PRO number, current location, and projected ETA. If the driver is unable to call, the dispatcher may check call in emergency situations.

**LOADING / UNLOADING:** The driver is responsible for supervising the loading/off-loading of the freight. This includes noting the piece count and condition of the freight on the bills, and securing and maintaining the product per the Shipper's instructions listed on the bill of lading.

**DAMAGES:** During the loading process, if the driver determines that any or all of the product or its packaging appears to be damaged, i.e. leaking, broken, wet, decayed or crushed, it is the driver's responsibility to stop the "Consigner" and notify brokerage immediately. The driver should not allow the "Consigner" to resume loading until he/she gets authorization from broker to proceed.

**ALL LOADS MUST SEALED:** When moving a sealed load, the driver must have the shipper note the seal number on the bill of lading and call broker with the seal number. Loads that are sealed are to remain sealed until an authorized person at the receiver breaks the seal. The receiver breaking the seal must make the appropriate notation on the bill of lading. He/she must sign off and confirm in writing that the seal was intact at the time of delivery. Any time an unauthorized person breaks the seal, the carrier becomes 100% liable for the cost of the product and any other expenses. In the event the shipper fails to seal the trailer, it is the driver's responsibility to secure the trailer with a padlock.



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**UNWARRANTED INVOICES:** Brokerage will not pay for overweight tickets, pallets, trailer wash-outs, gate fees, loading/unloading fees, scale tickets, tolls, bridge fees, detention or any other accessorial fee unless the charge was discussed and agreed to IN WRITING. If any unloading payment is agreed upon, carrier must supply unloading receipt from either a lumper service or an individual lumper. Receipts for lumpers not affiliated with a lumping service must include the lumper's full name and social security number. Also, the driver must call brokerage to get a release number for any unexpected lumper fees. Failure to do so will result in non-reimbursement.

**FAILURE TO LOAD:** The driver should know his unit's empty weight prior to reaching the shipper. The carrier agrees to load truck to its legal capacity on all loads. Failure to load to capacity may result in a deduction in the carrier's settlement.

The CARRIER certifies the trailer is clean and has no mechanical or structural defects that could adversely affect the product hauled.

By executing this Carrier Rate Confirmation, the carrier hereby confirms the driver has enough available hours of service to pick up and complete delivery of the tendered load within the time frame dictated by brokerage and/or its CUSTOMER(S), without violating the FMCSA hours of service regulations contained at 49 C.F.R. § 395.

Carrier agrees that it in compliance with all safety regulations according to Federal, State and Local requirements.

When signing the bill of lading, the driver is confirming in writing that he/she received the product, piece count, condition and temperature as stated on the bills of lading. Once signed, the bill of lading becomes a binding legal document. The carrier is responsible for whatever the driver signs for.

### **INVOICING**

- i. Broker must have the following paperwork to process payment in a timely manner:
- ii. Original POD's (signed by receiver)
- iii. Carrier's Invoice referencing brokerage PRO #
- iv. Delivery weight ticket on produce loads, if required
- v. Copy of signed Carrier Rate Confirmation
- vi. Carrier's W-9
- vii. Broker Contract
- viii. Carriers Authority
- ix. Cargo Insurance certificate listing brokerage as certificate holder
- x. Auto Liability insurance certificate listing brokerage as certificate holder.



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### BULK PRODUCE LOADS

- Bulk Produce loads are paid on Delivered Product CWT as per receiving weight stamped on the bills of lading, on the receiving weight tickets or as determined by the customer.
- Any costs incurred by brokerage due to carrier's truck being late for pick-up or delivery appointments may be charged back to carrier.
- Carrier agrees that broker is the sole party responsible for payment of carriers invoice and that, under no circumstances, will Carrier seek payment from the shipper or consignee.

### REFRIGERATED LOADS

- Prior to loading, the driver must confirm that the reefer unit is working properly and the trailer has been pre-cooled to the required temperature.
- The driver is responsible for making sure adequate space is provided for air circulation in front, rear, top, bottom, and between the product units. Trailers hauling produce or live goods must have an air chute for proper circulation. No exceptions! It is the driver's responsibility to make sure the chute is not damaged or blocked in any way.
- The driver must check the pulp temperature of the product to ensure that it has been pre-cooled. The driver should not accept any fresh product pulping over 2 degrees above the required temperature noted on the Carrier Rate Confirmation. If the temperature on the Carrier Rate Confirmation differs from that written on the Bill of Lading, call the brokerage office immediately at (732)979-8756 before signing the bills at the shipper. The driver must make sure the pulp temperature of the product loaded is written on the original Bill of Lading.
- Driver must maintain "**Continuous**" temperature in-route as noted on the Carrier Rate Confirmation.

### FLATBED / STEP DECK LOADS

- Carriers must supply the appropriate chains, binders, straps, tarps, etc. required to move the load in a safe and efficient manner. C
- Carriers are responsible for verification of all Dimensions, Weights and Serials Numbers of cargo prior to loading. C

### OVER DIMENSIONAL / OVERWEIGHT LOADS

- Carrier is responsible for "**All**" permits, escorts, route surveys, bridge surveys, utility C



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assistance and ancillary cost involving the movement of the load. Carrier certifies that all dimensions and weights are correct upon acceptance of freight.

#### CLAIMS

- i. Carrier is responsible for any damage to product or damage to the product's container, and any shortages of freight.
- ii. Carrier shall not leave the receiver if notified of an OS&D. Carrier must notify brokerage immediately. Failure to report OS&D will result in a \$100 fine.
- iii. When the OS&D product is produce, Broker will demand a federal inspection.
- iv. Broker will direct the disposition of any OS&D.
- v. When the OS&D is determined to be the fault of the driver, the Carrier authorizes Broker to offset any claim(s) with pending invoices.
- vi. Broker is not responsible for any damage done to the Carrier's equipment by the shipper during loading or by the consignee during unloading. However, damage should be reported to Broker immediately – before leaving the facility.
- vii. Broker recommends the driver carry some type of camera (digital, cell phone or disposable).
- viii. In case of an emergency call **(732)979-8756**.

<b>Golden Fynch Inc.</b>	<b>Carrier:</b> _____
301 Park Ave	<b>Authorized Party:</b> _____
Piscataway, NJ, 08854	<b>Address:</b> _____
Phone: (732) 979-8756	<b>City, State, Zip:</b> _____
admin@goldenfynch.net	<b>Phone:</b> ( _____ ) _____ - _____