



Service Guidelines

Gerald “Jerry Fritts” and American Overland Freight, LLC, Provides nationwide 53’ air ride logistics dry van services.

MC-771600

DOT-2260863

INSURANCE: Great Western

Rates

All services provided will be performed in compliance with the Code of Federal Regulations regarding the owning and operation of my equipment.

I take service commitments very seriously (they are an important measure of my success), however, due to the unpredictable (out in the field) nature of my business, and furthermore, how local, state, and federal regulations may apply when these unpredictable issues occur, I will not be held responsible for any punitive costs regarding a service failure that could not be predicted at the time of contract for service. However, it is my responsibility to notify all parties for which I have been given information regarding delays. Delays such as, but not limited to, detention time, weather (driver makes this decision); equipment failure, traffic congestion, law enforcement (inspections), drivers health and safety apply to this exemption from punitive actions.

Under no circumstance will the carrier suffer punitive actions when a service failure results from the carrier adhering to any local, state, or federal regulations.

Rates can be negotiated on a single trip basis.

Long term offers will be considered.

In either of these situations mileage (practical miles), destination/regional markets, and overhead costs cannot be amortized by miles, the *time* to perform the requested service must be considered.

Accessorial charges, such as but not limited to, stop offs, extra deadhead, detention/demurrage, lumber, special handling, truck ordered not used, re-consignment, extra tolls, etc. are billable in addition to the contracted line haul rate.

Lumber services can be negotiated, but, at no time will the lumber be regarded as the employee of the carrier.

All cargo will be accepted as "SHIPPER LOAD AND COUNT" "CONSIGNEE UNLOAD" which, furthermore, indemnifies the carrier from any claims for damages such as, but not limited to, improper loading or unloading, shortages or overages.

Cargo loaded that is not under the supervision of the carrier will move under "Conditions of Contents Unknown" and, or, "Shipper Load and Count", or as needed, other cargo condition inspection notations on the Bill of Lading.

TRUCK ORDERED NOT USED, and or, DETENTION/DEMURRAGE Accessorial charges will apply, if the cargo must be *unloaded*, when Shipper/Load and Count, Condition of Contents Unknown, or other cargo condition notations that should be noted on the Bill of Lading issues cannot be remedied at the customer's facility to the satisfaction of the carrier.

Shipper/consignee is responsible for damages to carrier's equipment from occurrences such as, but not limited to, insufficient cargo packaging, loading/unloading, etc.

At no time will carrier honor any previously negotiated indemnifying agreements among other parties with the shipper or consignee regarding responsibility for the carrier's driver while on the property of shipper or consignee.

In either of these circumstances mileage (practical miles), destination/regional markets, overhead costs cannot be amortized by miles, the time to perform the requested service must be considered.

Therefore, to ameliorate these significant costs the carrier suggests:

Accessorial Charges

- **DETENTION (HOURLY):** At the *commencement* of the second hour of delay there is an \$85.00 charge, increasing to \$100.00 at the *commencement* of every hour thereafter, for a maximum of 8 hours, unless, the driver is required to be in readiness to perform work" after the 8 hours. If driver is required "to be in readiness to perform work" (Code of Federal Regulations 395.2) all time spent will be billed at \$100.00 upon the commencement of each succeeding hour from commencement of the third hour of delay.

- **DETENTION (HOURLY):** At the commencement of the third hour of delay - is determined by the driver's "Relieved of Duty or Off Duty" status as determined by CFR395.2. If driver is legally "Off Duty" there is a \$600.00 per day charge, however, if driver becomes "required to be in readiness to perform work" (Code of Federal Regulations 395.2) the charges revert back to previously stated per hour charges in "Hourly Detention."
- **TRUCK ORDERED NOT USED, and or, DETENTION/DEMURRAGE**
Accessorial charges will apply even if the cargo is anywhere en-route or has already arrived at the pickup destination before 10:30 AM when the load becomes canceled, there is a minimum fee of \$400.00 plus a mileage fee of \$.85 per odometer mile for the miles the truck has already traveled, plus tolls.

If the load is canceled after 10:30AM, there is a \$600.00 fee plus a mileage fee of \$.85 per odometer mile for the miles the truck has already traveled, plus tolls.

- **RE-CONSIGNMENT:** If the load is unloaded at the new destination before 10:30 AM there will be a \$400.00 fee plus \$.85 per odometer mile, plus tolls.

If the load is not unloaded at the new destination by 10:30 AM there will be a minimum \$600.00 fee plus \$.85 per odometer mile, plus tolls.

If re-consignment is over 250 practical miles a minimum fee of \$ 600.00 per day plus \$.85 per practical mile, plus applicable fuel surcharge and tolls.

If load is re-consigned to shipper there will be a 50% penalty over the original contract. All Accessorial charges will still apply.

Please contact me with any questions or concerns that you may have.

Contact Me

Gerald "Jerry" Fritts

Office: 901.605.9912

Mobile: 901.605.9912

E-mail: truckingsafely@bellsouth.net

Website: <http://www.jerryfritts.com>

Address

Gerald "Jerry" Fritts
2766 Gerald Ford Drive West
Cordova, TN 38016