



TXLA Custom Services, LP Load Tender

TXLA Custom Services,LP
 AUS/SAT: 512-990-8100
 Houston: 281-449-3737
 Laredo: 956-725-1282

Dallas: 817-329-8939
 McAllen: 956-661-1907
 El Paso: 915-594-2811

Tracking#:		Date:	
Org:		Dest:	

MC: 634991-B

Shipper:	
Street:	
City/State:	
Telephone:	
Authorized by:	Dept:
Reference #/Load ID:	
Directions:	

Consignee:	
Street:	
City/State:	
Telephone:	
Authorized by:	Dept:
Reference #/Load ID:	
Directions:	

Carrier:

Tractor #:	Trailer #:
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NoPcs:	Weight:	LWH	Description

Special Instructions:	Declared Value	Insured Value

Accepted by TXLA Custom Services, Lp	Signature:	Date:	Time:
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Received in Good Order & Condition

Received by Consignee:	Signature:	Date:	Time:
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See Terms & Conditions on Reverse Side

SHIPPER - BROKER TERMS & CONDITIONS:

- I. Rates, Charges and Credit: The rates and charges of TXLA are subject to change without notice, disagreements in rate must be proven by the shipper with written or email proof. Payment of any TXLA invoice must be made within 10 days of date of billing. Failure to meet this requirement may result in a loss of credit. Should no payment be received within 10 days of billing date, liquidated damages in the amount of 1% per month will be assessed commencing with the 11th day following the billing date. Payment of TXLA invoices shall be in currency of the United States only. Rates quoted by TXLA which include pickup and/or delivery are based on "stay with" live load/unload unless otherwise agreed to in writing. Free time of 1 hour is included in rates, a charge of \$50 per hour calculated every 15 minutes or fraction thereof will apply after free time expires. FAILURE OF CUSTOMER TO PAY BILLED CHARGES OF TXLA WITHIN THE CREDIT PERIOD MAY RESULT IN A LIEN BY TXLA ON FUTURE SHIPMENTS, INC
- II. Freight Charge Collect and C.O.D. shipments: The shipper directing the freight charge collect shipment shall guarantee the prompt payment of all charges accruing on such collect shipments. Terms contained herein regarding freight charge collect shipments shall supersede any other document. Action by shipper in presenting a uniform bill of lading and signing section 7 therein shall be null and void. TXLA will not handle "C.O.D." shipments and shall not be responsible for the collection of any funds from the consignee to be transmitted back to shipper.
- III. Responsibility of TXLA for Loss or Damage: TXLA is not a common carrier and is neither an absolute nor virtual insurer of the goods entrusted to it, and disclaims responsibility for the safe transportation of the goods moved in its services. In no event shall TXLA's liability for the goods entrusted to it exceed \$500. TXLA will, however, assist the shipper in prosecuting any claims for freight loss or damage with the underlying carrier by providing necessary paperwork, executing assignment of interest documents, and otherwise assisting in the gathering of information under the control of TXLA. Claims or lawsuits for less than \$250 shall not be filed and no claim shall be paid if the amount of the loss or damage is found to be less than \$250. Action by shipper in presenting a uniform bill of lading shall be null and void and of no consequence to the arrangements between TXLA and its shipper on each shipment. In providing service, TXLA performs no physical transportation but arranges
- IV. Accessorial Charges, Regulations and Penalties: All carriers used to transport the shipper's freight have rules and charges respecting accessorial matters such as detention and storage. Unless accessorial charges have been caused by the sole act of TXLA, the shipper shall be responsible for any accessorial charges. Any penalties or liabilities assessed by carriers, courts or governmental authorities as a result of otherwise vehicles, violations of hazardous materials regulations or improper loading shall be the sole responsibility of the shipper. The shipper shall be solely responsible for complying with the Department of Transportation regulations. The shipper shall indemnify and hold TXLA harmless, and defend against any action charging TXLA with a tort or violation based on an act or omission by the shipper.
- V. Carriers selected by TXLA as Third Party Beneficiaries: Any carrier selected by TXLA to transport shipper's freight shall be considered to be a third party beneficiary to this agreement and to any agreement between TXLA and the shipper that has as its purpose or includes as an element thereof a limitation of liability for cargo loss or damage.
- VI. Rates Are Released / Declared Value Rates: The rates provided to the shipper in connection with this agreement are predicated on motor carriers selected by TXLA being tendered freight released for cargo loss or damage at an amount not in excess of \$100,000 per shipment Shipper acknowledges that TXLA has made available to the shipper the opportunity to pay a higher rate and thereby obtain greater levels of liability from the underlying carrier for cargo loss or damage. In the absence of the shipper availing itself of that opportunity by contacting TXLA as instructed, shipper releases its shipments to motor carriers selected by TXLA at an amount not in excess of \$100,000 per shipment Shippers wishing to ship freight via motor carrier at a value for loss or damage in excess of \$100,000 per shipment must contact TXLA in writing at the address shown herein.
- VII. Warehousing Terms and Conditions: In the event TXLA is directed by the shipper to place any shipment in storage, or in the event TXLA places such shipment in storage as a result of the shipper's failure to pay TXLA's billed charges in accordance with Section I herein, SHIPPER GRANTS TO TXLA A LIEN ON ALL SHIPMENTS SO HELD, SUCH LIEN TO BE NOTICED, EXERCISED AND DISCHARGED IN THE SAME MANNER AS IN APPLICABLE TO THE LIEN DESCRIBED IN SECTION I HEREIN. Shipper agrees to release any shipment placed in storage as described to a value of \$0.10 per pound, with such released value taking precedence over any other value or measure of loss stated elsewhere herein.
Additional Provisions: TXLA assumes no responsibility for the service or performance of the underlying carrier. Each "in bond" shipment is handled subject to carrier's requirements as set forth in tariffs or separate agreements, copies of which can be view upon request.

CARRIER - BROKER TERMS & CONDITIONS:

- I. Specific Obligations of Broker
BROKER will pay CARRIER the agreed amount within thirty days of BROKER's receipt of CARRIER's freight bill, bill of lading, clear delivery receipt, and any other documents necessary to enable BROKER to ascertain transportation has been properly provided.
- II. Commitment of the Broker to Tender and the Carrier to Transport a Series of Shipments
BROKER shall offer to CARRIER for shipment a minimum of one (1) shipment per year, for each year this Agreement is in effect, and the CARRIER agrees to transport said shipment, subject to the availability of suitable equipment owned by or leased to CARRIER.
- III. Specific Obligations of Carrier
 - A. Carrier warrants (1) it is legally qualified to perform the contemplated transportation, (2) it does not have a "conditional" or "unsatisfactory" FMCSA safety rating, (3) it will comply with all applicable laws regarding the contemplated transportation, (4) it shall immediately notify BROKER in writing of any adverse change in its safety rating or any suspension or revocation of its operating authorities.
 - B. CARRIER shall transport all BROKER's shipments without delay. CARRIER shall immediately notify BROKER of any likelihood of delay, accessorial or other charges.
 - C. The CARRIER shall issue a uniform standard Bill of Lading in accord with 49 U.S.C. Section 81 and 49 C.F.R. part 1035 for property it receives to transport under this Contract and shall be liable to the person entitled to recover the bill of lading. The liability imposed by this paragraph is for the actual loss or injury to the property. Failure to issue a bill of lading does not affect the liability of the CARRIER. The CARRIER's liability shall be the same as a common carrier's liability under 49 U.S.C. 11707.
 - D. CARRIER shall obtain from the consignee a complete, signed delivery receipt for each shipment, and it shall notify BROKER immediately of any exception on any document. CARRIER shall send BROKER delivery receipts and bills of lading within twenty-four hours of delivery, as BROKER directs.
 - E. If BROKER requests CARRIER to transport any shipment required to be placarded under DOT rules as hazardous material, CARRIER agrees and will provide documentation including additional insurance requirements, that it is authorized to carry such a load.
 - F. CARRIER shall be wholly responsible for performing the contemplated transportation and for all costs and expenses of such transportation, including as examples, costs and expenses of all CARRIER's transportation equipment, its maintenance, and those person's who operate it. As to BROKER, CARRIER is an independent contractor, and as such is wholly responsible in every way for such persons as CARRIER hires or employs.
 - G. During this agreement's term, CARRIER shall procure and maintain, at its sole expense:
 - (1) Commercial Automotive Liability Insurance, with a combined single limit of not less than \$1 million (\$US) for each occurrence, covering all vehicles however owned, used by CARRIER to transport BROKER's shipments, including coverage for all liabilities for personal injury (including death) and property damage arising out of CARRIER's transportation under this agreement.
 - (2) All Risk Broad Form Motor Cargo Legal Liability Insurance in the amount of no less than \$100,000 (\$US). CARRIER shall cause its Insurance Carrier to forward, first by facsimile, then by US postal service, to BROKER a standard Certificate of Insurance, (showing TXLA Custom Services, LP as certificate holder), which certificate shall require the insurance carrier to give BROKER written notice thirty (30) days prior to the cancellation of such cargo insurance. The cargo insurance shall be in the form required by 49 C.F.R. 1043.2(c) (motor common carriers; cargo liability) and shall have no exclusions or restrictions that would not be accepted by the insurance field in accord with the said part.
 - H. CARRIER's liability shall begin at the time cargo is loaded upon CARRIER's equipment at point of origin, and continue until said cargo is delivered to the final destination, or to any agreed intermediate stop off point.
 - I. CARRIER shall defend, indemnify, and hold BROKER harmless from and against all loss, liability, damage, fine, cost or expense, including reasonable attorney's fees, arising out of or in any way related to, CARRIER's performance of the contemplated transportation or CARRIER's breach of any terms of this agreement.
 - J. CARRIER shall not withhold any freight due to any dispute with BROKER regarding freight charges. CARRIER waives and releases all liens which it might otherwise have to any of BROKER's or Customer's freight in its possession.
 - K. CARRIER shall transport all freight tendered by BROKER only on equipment under CARRIER's authority. CARRIER shall not in any way sub-contract, broker, or arrange for the freight to be transported by a third party without BROKER's prior written consent.
- VI. Rates and Charges
 - A. After a rate is agreed to by both parties, BROKER shall fax to CARRIER a Rate Confirmation Sheet, which document will identify: Date of Tender, Origin, Destination, Commodity, Estimated Weight, Dates and Times of Loading and Delivery and the Agreed rate. These rate confirmation sheets will be accepted addenda to this agreement.
 - B. CARRIER authorizes BROKER to invoice shipper, receiver, consignor, or consignee for freight charges as agent for and on behalf of CARRIER. Payment of the freight charges to BROKER shall relieve shipper, consignor or consignee of any liability to the CARRIER for non-payment of charges.
- VII. Bills of Lading
The bill of lading shall note that the shipment was transported by CARRIER, acting as a CARRIER, and that the shipment was arranged by BROKER, acting as BROKER. The name of the underlying shipper shall be inserted in the blank area for the SHIPPER, and the name of the consignee shall be inserted in the blank area for the CONSIGNEE.
- VIII. Compliance with 49 U.S.C. 10102
Both parties recognize that motor carrier service is based on the CARRIER, either (1) assigning motor vehicles for a continuing period of time for the exclusive use of a shipper, or (2) providing a service designed to meet the distinct needs of a shipper. This agreement does not contemplate the assignment of motor vehicles under contract agreements, but the contract arrangement has been designed to meet the distinct needs of the BROKER.
- IX. Transit Time
The BROKER and the CARRIER may make arrangements on each shipment as to required transit time. Such agreements may make the transit time obligation less or more than "reasonable dispatch".
- X. No Back-Solicitation by Carrier
CARRIER shall not solicit any logistical services/traffic from any shipper, consignor, consignee, or customer of BROKER where (1) the availability of such traffic first became known to CARRIER as a result of BROKER's efforts, and (2) where the traffic of the shipper, consignor, consignee or customer of the BROKER was first tendered to the CARRIER by the BROKER. If CARRIER breaches this agreement and "back-solicits" the BROKER's customers, and/or obtains any logistical business/traffic from such a customer, BROKER will be entitled to, and CARRIER will pay for BROKER, for a period of 24 months after the involved business/traffic first begins, a commission of 20% of the gross transportation revenue received on the movement of the traffic as liquidated damages.
- XI. Independent Contractor Status
The relationship of CARRIER to BROKER shall, at all times, be that of an independent contractor, except that BROKER shall be the agent to the CARRIER in regard to collection and payment of charges to CARRIER. CARRIER shall have no lien on any shipments in any cases.
- XII. Forced Exceptions
Neither party hereto will be liable for the failure to tender or timely transport of freight under this Agreement if such failure, delay or other omission is caused by strikes, acts of God, war, accidents, civil disorder, or through compliance with legally constituted order of civil or military authorities.