

GarTran Truck Carrier Agreement

- No truck will be loaded without a **Garick GO#**. Nor can the same GO# be used for more than one load. Carriers who load the same GO in duplicate do so at their own expense. Please contact your Garick Dispatcher if you do not have a Garick GO number.
- If order is for one (1) full truckload, the truck will be loaded to max by volume or weight, whichever occurs first. If the order is for a specific amount, load the listed quantity. If the listed quantity cannot be loaded, you must contact your Garick Dispatcher for instructions. Garick will not be responsible for any truck recorded as overweight. All loads **MUST** be secured by straps. Carriers who fail to secure loads will be responsible for all charges related to damage.
- **Services:**
 - Carrier agrees to safely, promptly, and efficiently transport all shipments tendered to it by Garick and GarTran.
 - Carrier is fully qualified and adequately equipped to perform the transportation services contemplated hereby and carrier has and will continue to comply with the regulations of the Bureau of Motor Carrier Safety of the Department of Transportation including drivers' hours of service and records thereof, driver qualification requirements, physical, and equipment maintenance standards and reports.
 - Carrier certifies they will not re-broker, assign or interline the shipments hereunder, without prior written consent from Garick and GarTran.
 - Carrier must maintain a **Satisfactory** Safety Rating. Should rating change to Unsatisfactory or Conditional, carrier shall notify Garick and GarTran immediately.
- **Customer Solicitation:** Acceptance by carrier of a load offered by Garick and GarTran will constitute carrier's recognition that the shipper of the load is a customer of Garick and GarTran. Carrier agrees not to solicit or accept, directly or indirectly, shipments from Garick and GarTran customers, from anyone other than Garick or GarTran. The solicitation policy remains in effect for a period of twelve months after termination of this agreement. In the event of a breach of this provision, Garick and GarTran will be entitled to a commission of fifty percent of the gross transportation revenue received by carrier from Garick and GarTran customer.
_____ (Carrier initials required)
- **Insurance Requirements:** At all times and at its own expense, Carrier will maintain insurance on trucks, trailers, and cargo. Carriers are also required to provide Garick with a valid (non-expired) COI (certificate of insurance). Garick should be specified as the certificate holder. Carrier will supply Garick and GarTran with updated COI's each time insurance is updated. COI's may be emailed to vendorpackets@garick.com or faxed to 216-475-1579.
- **Delivery Appointments:** Any trucker not able to pick up and/or deliver a load on the day scheduled must contact their Garick Dispatcher IMMEDIATELY. Carriers are **not** to deliver without a valid delivery appointment with the customer. Missed appointments, non-scheduled deliveries, and/or dropped loads can result in Garick assumed charges from our customers. These charges will be passed to carriers.
NOTE: For loads delivered late, Garick reserves the right to assess a \$50/day penalty. For loads not delivered/dropped, there is a \$200 re-dispatch fee.
- **DETENTION POLICY:** Drivers are required to sign in and out when picking up a load. Should additional loading/wait time incur, carrier must contact Garick on the day of detention. Failure to comply with the above will relieve Garick of any responsibility regarding paying detention.

The first two hours of loading/wait time incurred by carrier at any loading facility will be at no charge. Except for peak hours between 10:00AM and 2:00PM where the loading/wait time incurred at no charge will be four hours. Garick will issue \$25.00 for each additional hour incurred by a carrier after the required load/wait time is met. Garick will issue up to \$100.00 maximum per day in detention time for any carrier.

NOTE: Should carrier either arrive late or change the pick-up date from what was originally agreed upon; no detention will be paid. Your dispatcher must contact the Transport Team after a 1 hour wait. If detention occurs during delivery, customer must notate in and out time and sign.

Standard Accessorial Charges for Truckload

- **ACCESORIAL CHARGES** – Carrier is responsible for getting approval prior to accepting load.
 - Equipment ordered and not used - \$50
 - Stops in transit - \$25 per extra stop excluding first
 - Drop (unless otherwise approved by Transport Manager) - \$200
 - Loading/Unloading with pallet jack - \$50

- Any trucker loading bulk material for Garick in a dump or walking floor trailer **must** clean their trailer bed prior to loading. For a list of possible contaminants see “Con ta mi n a ti o n W a r n i n g” on www.GarTran.com
- All loads must use a Garick bill of lading.
- Carriers delivering freight on vans are required to use load locks. Carriers who fail to comply will be charged all fees related to damaged product or re-stacking.

- **PROOF OF DELIVERY REQUIRED FOR PAYMENT.**
Carriers will obtain proof of delivery based on customer requirements below. All carrier invoices must have the **Garick GO#** listed.
Failure to provide the following documents will result in non-payment of your shipment:
 1. Bill of Lading – signed POD as indicated below
 2. Invoice
 3. Rate Confirmation

- **CUSTOMER REQUIREMENTS ON BILL OF LADING:**
 - Home Depot – First and Last Name of Receiver and **Key Rec #** (on label attached to BOL) – **There will be a \$25 fee assessed if no KEY REC STICKER or NUMBER is provided on the front of the BOL (please do not write the Key Rec number on the back of the BOL)**

- **Termination of Carrier Agreement-** The term of this agreement shall be for one (1) year, commencing on the execution hereof.
This agreement shall be automatically renewed after this time. Carrier has the right to cancel this agreement at any time by submitting a written request to our Transportation Department.