

VAN Accessorial Agreement for the Account of:

Date:

THESE ACCESSORIAL CHARGES APPLY TO ALL RATES IN THIS CONTRACT, UNLESS OTHERWISE NOTED IN INDIVIDUAL RATES.

LABOR:

- Note (A) Rates are subject to shipper load/Consignee unload. Upon request, (driver or lumber) will load and/or unload the shipment at a charge of 40 cents per one hundred pounds, minimum charge of \$100.00 for each such service up to 2 hours. \$ 72.00 per hour after that.
- (B) When Carrier is required to unload a trailer with a pallet jack, either electric or hydraulic, a charge of \$72.00 will apply up to 2 hours. This charge applies only if pallets are removed from D.M. Bowman's trailer to the Consignee's dock. Any other labor such as sorting or segregating will be charged per the labor note shown in (A). The \$72.00 charge will not be charged in addition to the provisions of note (A).

STOP OFFS:

- Note The charge for each stop for partial loading or unloading will be \$95.00 for the first stop, \$150.00 for the second stop, \$200.00 for the third stop, and \$300.00 for the fourth stop, exclusive of the initial stop for loading at origin and the unloading at final destination.

BOROUGHES:

- Note An additional charge of \$300.00 will apply when destined to zip codes 100 through 104 and 110 through 119 which are located in the boroughs of New York City, NY and points on Long Island, NY.

DETENTION:

Note DETENTION (TRACTORS WITH OR WITHOUT TRAILERS):

Detention applies to vehicles stopped for loading or unloading. Free time and charges are as shown below:

- (A) A total of one (1) hour free time, per stop, per vehicle for loading and one (1) hour free time for unloading is allowed. When the delay per vehicle beyond free time is one (1) hour or more, the charge will be \$75.00.
For each additional 15 minutes or fraction thereof, the charge will be \$18.75.

DETENTION (TRAILERS ONLY):

- (A) Detention applies when trailers only are delayed or detained on the premises of Consignor, Consignee, or on other premises designated by them, for loading or unloading.
- (B) Free time shall commence when the trailer is dropped/spotted for loading or unloading at the site specifically designated and shall continue for the twenty-four (24) hours.
- (C) After the expiration of the twenty-four (24) hours free time,(upon trailer arrival), a charge of \$50.00 for each 24-hour period or fraction thereof will apply. Weekends and Holidays will be included in chargeable time. Charges will apply until the trailer is loaded or unloaded and Carrier is notified of same.

DEADHEAD REQUESTED:

- Note If Carrier is requested by customer to deadhead equipment to pick up freight at points where Carrier does not have empty equipment available, Carrier will deadhead such equipment from the nearest point available at a charge of 150 cents per mile. This charge will be in addition to all other applicable charges for each load.

Customer Initials ____

Carrier Initials ____

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DUNNAGE DISPOSAL:

Note When D.M. Bowman, Inc. is required (after delivery) to dispose of dunnage, pallets, or any other related materials used in the shipment of goods, an additional charge of \$350.00 per occurrence will apply. This fee will be charged to and will be payable by the party responsible for the freight charges.

VEHICLE ORDER, NOT USED:

Note When Carrier, upon receipt of request from a shipper to furnish a vehicle for loading, has dispatched a vehicle for such purposes, and due to no disability, fault or negligence on the part of the Carrier, such vehicle is not used, or if after arrival of the vehicle at the place of loading designated by the shipper, shipper fails to tender a shipment for transportation, or informs the Carrier that a shipment will not be tendered, a charge of \$350.00 will apply. If Carrier incurs empty miles to requested pick up point, an additional charge of 150 cents per mile will apply.

ARBITRARY - HAZARDOUS MATERIALS SHIPMENT

When a shipment containing hazardous materials as described in D.O.T. regulations and the trailer is required to have placards displayed, there will be an additional charge of a \$150.00. This charge will be in addition to all other applicable charges and does not obligate the carrier to handle such shipments.

EXPEDITED SERVICES/LAYOVER:

- Note (A) When team service (two drivers) is requested by Consignee or Consignor, the rate or charge applicable to the shipments will be increased by ten (10) per cent.
- (B) If through no fault of Carrier, a driver or drivers is unable to pick up or deliver as scheduled and is required to lay-over, there will be an additional charge of \$600.00 per night not to exceed a 10 hour period. If layover is in excess of 10 hours, an additional charge of \$72.00 per hour will apply.

DIVERSION/RECONSIGNMENT (INCLUDES RETURNS):

- Note (A) The term "diversion" or "reconsignment" means: (1) a change in the name of Consignor or Consignee, (2) a change in the destination, and (3) any other instructions given by Consignor, Consignee, or owner necessary to effect delivery and requiring an addition to or a change in billing, or an additional movement of transporting vehicle, or both. The charge for such diversion/reconsignment will be \$350.00 plus 150 cents per mile for any excess miles created by diversion/reconsignment. The applicable freight charges are based on the movement from original origin point to the new reconsigned destination, with the exception of: (See B)
- (B) When a request is made by shipper for return of a shipment to the original pickup point (or to a place within the commercial zone of the original pick up point), such service will be subject to a charge of 150 cents per mile with a minimum charge of \$350.00. When the request creates a delay in transit, there will be a charge of \$72.00 per hour or fraction thereof.

OS&D:

Note If Carrier is requested to transport overage or damaged goods to another Carrier for return to origin or other point designated by shipper, an additional charge of \$200.00, plus 150 cents per mile to the designated Carrier facility will apply.

SCALES FEE:

Note (A) When Carrier is required to weigh equipment empty before loading and after loading, and secure weight tickets, an additional charge of \$50.00 per weighing will apply.

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VAN Accessorial Agreement for the Account of:

- (B) When, after being weighed at state scales, a shipment is determined to be legally overweight, and Carrier must return to shipper for rework of load, a charge of \$72.00 per hour will apply, plus 150 cents per mile for return to shipper origin.

PREPAID/COLLECT TERMS:

Note Rates shown in this contract will apply on both prepaid and collect shipments, unless the Carrier has in effect an existing transportation contract with the shipper or Consignee which governs the particular transportation service.

CLAIMS:

Note Claims against Carrier for loss or damage to the commodities transported shall be governed by 49 C.F.R. 49, Part 1005.

GOVERNING TARIFFS:

Note The contract is governed by the following tariff and their supplements:
 (A) Hazardous materials - American Trucking Association, Inc. - ICC ATA 111
 (B) Mileage Guide – PC Miler Practical 19.1 and reissues thereof.

BILL OF LADING:

Note Shipments shall move on uniform straight bill of lading (or short form) and shall be subject to the provisions thereof, except when conflicting provisions are specified in this agreement. Under such conditions the terms of this agreement shall govern.

ABSENCE OF CONTRACT RATE/RULES:

Note Rates and rules in this Schedule/Exhibit take precedence over rates or rules published by D.M. Bowman, Inc. in FAK Tariff. However, in the absence of appropriate rates or rules in this contract, provisions shown in said Tariff will apply.

RATES, CHARGES, AND PAYMENTS:

In consideration for credit being extended, I or we acknowledge and agree to the following: (1) Payment is jointly, severally and unconditionally guaranteed within 30 days of invoice date; (2) any charges unpaid after the above 30 days are to be increased by 1½% per month; (3) any charges still outstanding after 90 days from date of delivery are subject to collection, and all collection or arbitration expenses, attorney’s fees, and court costs will be borne by the purchaser; (4) all claims, requests for adjustments, or notification of errors must be made within thirty days, or charges are considered accepted; (5) this agreement shall apply to all current and future charges unless revocation is received by registered mail; (6) credit privileges may be withdrawn at any time without invalidating the terms of this agreement. Any disputes pursuant to the agreement shall be resolved in Federal or State Court(s) located in Maryland and in accordance with the laws of that jurisdiction. Purchaser hereby consents to the jurisdiction of the State and/or federal Trial Courts located in Maryland and waives any objections to venue on the basis of non-convenient forum or any other reason.

Customer:	Carrier: DM Bowman Inc
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Customer Initials ____ Carrier Initials ____