



Freight Force, Inc. Truckload Service Conditions

The following terms and conditions shall apply exclusively and only to shipments tendered to and accepted by Freight Force's Truckload Brokerage Division when these Truckload Service Conditions are expressly incorporated by reference into the Load Confirmation Agreement between the parties at time of booking.

1. Freight Force shall arrange for transportation and related services upon request of its shipper/customer, billing customer at the agreed upon rate reflected in the load confirmation agreement which shall be inclusive of brokerage commissions and all freight charges due to qualified service providers retained by Freight Force.
2. The shipper customer agrees to pay for services rendered at the agreed upon rate within 20 days of invoice without offset. Invoices not paid within 45 days shall be subject to interest at the rate of 1 1/2% per month plus attorney's fees at the rate of 33%.
3. Freight Force shall receive payment of all freight charges in trust and upon receipt shall pay all service providers indemnifying and holding harmless shipper from any demand for payment of freight charges attributable to paid invoices.
4. Freight Force's duties, obligations and remedies under any load confirmation agreement shall be those of a property broker and warehouseman as set forth in 49 C.F.R. 371. Its qualified service providers (motor carriers) shall be responsible for the safe and timely delivery of goods in their care, custody and control subject to the terms and conditions of the Standard Truckload Bill of Lading and general principles of transportation law (the Carmack Amendment) otherwise applicable to motor common carriers (49 U.S.C. 14706). All rates are predicated on a maximum released valuation of \$100,000 per truck load unless otherwise agreed upon in writing.
5. Broker warrants to Shipper that it will retain motor carriers when they meet the following criteria: (a) Carrier shall have Cargo Legal Liability insurance in the amount of not less than \$100,000 per shipment; (b) Carrier shall have Automobile Insurance in the amount of not less than 1,000,000 as required by federal regulations (BMC-91X (c) Carrier shall maintain public liability Insurance in the amount of not less than \$1,000,000. (d) Carrier shall maintain workers compensation insurance as required by state law; (e) Carrier shall provide certificates of insurance upon request; (f) Carrier be authorized by U.S. DOT to provide proposed services.
6. Governing Rules. The following rules shall apply; (a) The terms and conditions of the Standard Truckload Bill of Lading; (b) Standard claims rules otherwise applicable to common Carriers (49 C.F.R. 370); (c) Cargo claims shall be adjusted in accordance with the Carmack Amendment (49 U.S.C. 14706); (d) Destination market value for lost or damaged goods, no special or consequential damages unless by special agreement; and (e) Claims will be filed with Carrier by Shipper. Binding arbitration of cargo claims disputes before Transportation Lawyers Association Arbitration Board or similar on request.
7. Released Rates. Unless otherwise agreed, Carrier's maximum liability for cargo loss or damage shall be subject to a \$100,000 per truckload maximum.



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8. Shipping Document Execution. Carriers selected by Broker shall be named on the bill of lading as the "Carrier of record." Freight Force shall be shown as a third party bill to. Should Freight Force inadvertently be shown as the "Carrier" this shall not change Freight Force's legal status as a Broker.
9. Indemnification. Each party shall indemnify the other for all claims for damage or loss (other than cargo) to the extent caused by their willful or negligent acts.
10. Law and Integration. Accessorial charges and service terms and conditions found at www.freightforce.com shall apply to the extent not inconsistent with this agreement. General principles of federal transportation law, venue and jurisdiction shall apply to cargo claims. Otherwise the law and venue of California shall apply.
11. TSA. The Freight Force Independent Approved Motor Carriers are the companies responsible for being TSA compliant party when handling Air Freight Shipments. All SSI documents should name the approved motor carrier only, and not Freight Force, Inc. and should be sent to the motor carrier on our approved list direct for signature.

For expedited and ex-air cartage services, see [Cartage Service Conditions](#)