

**CONTRACT OF CARRIAGE**

	Name	Address	City/State	Phone
Shipper	_____	_____	_____	_____
Receiver	_____	_____	_____	_____
Delivery Address	_____			
Trucker	_____	_____	_____	_____
Truck Broker	_____	_____	_____	_____

Rig Identification Tractor \_\_\_\_\_ Trailer \_\_\_\_\_  
 Temperature Recorder(s) Location(s) \_\_\_\_\_ Instrument Nbr(s) \_\_\_\_\_ Chart Nbr(s) \_\_\_\_\_

Date of Shipment \_\_\_\_\_ From \_\_\_\_\_  
 Desired Time of Arrival \_\_\_\_\_

Nbr. of Packages	Description	Weight	Rate	Total	Product temp. at loading
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SIGNED (SHIPPER)

BY \_\_\_\_\_

Driver's Receipt: Received the load described in contract in apparent good order.

Driver's signature \_\_\_\_\_ Date: \_\_\_\_\_ Time \_\_\_\_\_ AM PM

All signatures indicate acceptance of terms contained on both sides of this contract of Haul

Drivers Instructions: Set and maintain thermostat at \_\_\_\_\_ degrees

Other protective service instructions \_\_\_\_\_

En route reporting instructions

Phone: (Name) \_\_\_\_\_ (Number) ( ) \_\_\_\_\_ Time/Location \_\_\_\_\_

Penalty for failure to report is \$ \_\_\_\_\_ for each failure. If the truck is delayed by breakdown, severely adverse conditions or other abnormal cause, the Receiver is to be given a prompt report of the problems.

Charges to be paid By: \_\_\_ Shipper \_\_\_ Receiver \_\_\_ Receiver Broker

Payment by Receiver at time of unloading: Amount of check to Driver (payable to trucker) \$ \_\_\_\_\_

Amount of check to Truck Broker \_\_\_\_\_ \$ \_\_\_\_\_

*(On pool loads billed to a Broker who sold the produce, the Trucker should be advised if he is to be paid by the individual Receivers or by the Broker)*

Delivery Receipt: Received the load described in this contract in good order except as here noted::

Receiver's signature \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_ AM PM

**CONTRACT OF CARRIAGE**

Cargo Insurance in force and premium paid to (date) \_\_\_\_\_  
 Insurance Company \_\_\_\_\_  
 Policy Nbr. \_\_\_\_\_

This instrument constitutes a contract between Shipper acting on his own behalf (or as agent for his Receiver) and Carrier for the haul of "exempt" produce as herein described and instructed, and at the specified charge. Receive is to pay the charges unless otherwise specified. The hauling service provided by Carrier will fulfill all of the requirements herein specified and such others as may be consistently and properly conveyed to the driver, in writing, before the departure of the truck from Shipping point. Carrier agrees to keep load under movement over direct line of haul subject only to essential stops for fuel, normal servicing of equipment and for observance of related regulations. Carrier agrees to arrive at destination with the normal period recognized as standard arrival from the same shipping district unless delayed for reasons beyond his control.

**CUSTOMS AND RULES**

**THESE ARE ESSENTIAL PROVISIONS OF THIS CONTRACT FOR CARRYING PRODUCE**

**CARRIER** – Warrants that his equipment is in apparent sound condition and fully adequate to the requirements for the haul of this load, that the operator(s) is fully informed concerning his responsibilities and will fulfill all of these including the protection and care of this load, and that he will make all in transit reports as instructed. Operator will make a record of all delays including reason, time, place and duration. Carrier promises to respect Receiver's right of inspection of the produce before unloading, and/or payment of charges. Also, as noted on the face hereof, Carrier warrants that he carries Cargo Insurance which is paid and in force throughout the period of this haul.

**RECEIVER** – The receiver may be the principal party to this contract as under the terms of his produce purchase, the in transit responsibility may be his. In this case the Shipper is deemed to be the agent of the Receiver in making this contract and the rights and responsibilities extend to the Receiver.

The contract or haul is completed upon legal tender of the load to the Receiver at the designated destination place. Unloading is to be accomplished within the 8 hour period granted for acceptance of the produce under the Standards and Rules of the Fruit & Vegetable Dispute Resolution Corporation. The conveyance may be used for warehousing the load beyond this time only with consent of the carrier and only upon payment of an agreed upon rental fee.

The carrier will also be deemed to be used as a warehouse if unloading is delayed into the warehouse period, while Shipper and Receiver seek agreement on any differences concerning the produce. Receiver will pay the warehousing charge and settle final responsibility with the Shipper.

**SHIPPER** – Warrants that this contract contains all essential provisions for the haul and that the operator is properly instructed on all of his essential duties.

Shipper will promptly load the conveyance with produce in suitable condition and release the load to provide ample time to meet the Receiver's expectations of arrival time.

**CLAIMS**

**NOTATION** – The receiver's receipt for the load given the operator at time of unloading must contain notation specifying the nature of claimed damage chargeable to the Carrier. Fully supported claim for such damage should be presented to the Carrier within 30 days following the date of the delivery receipt.

**SHIPPER** – To make possible affective and immediate settlement of most claims, Shipper should provide information specified in Shipper's Report with copies to the operator, and also mailed to Receiver and Intermediary. No responsibility attaches to the Shipper for Carrier performance by reason of his having arranged for the haul.

**FORCE MAJEURE.** Force majeure shall include acts of God, the public enemy, the authority of law, and when those events occur the carrier will not be liable for loss, damage or delay attributable to them; otherwise, the carrier will be responsible except to the extent a shipper's or owner's negligence is at fault.