

As our business continues to grow, we need carriers who will provide the level of service needed in an environment in which on-time delivery and pickups are crucial to our business.

### **Asset Based / Broker Carriers**

Carrier warrants that it has entered into, or will enter into a bilateral written contract of carriage with each carrier it utilizes. Carrier further warrants that those contracts comply with all applicable federal and state laws and regulations and shall include the following provisions:

- A. Carrier used is in, and shall maintain compliance, with all applicable federal, state and local laws relating to the provision of its services including, but not limited to:
  1. Transportation of Hazardous Material, (including the licensing and training of drivers), as defined in 49 C.F.R §172.800, § 173 and §397 et seq. to the extent that any shipment hereunder constitute Hazardous Material;
  2. Security regulations;
  3. Owner/operator lease regulations;
  4. Loading and securement of freight regulations;
  5. Implementation and maintenance of driver safety regulations including, but not limited to, hiring, controlled substances, and hours of service regulations;
  6. Implementation and maintenance of equipment safety regulations;
  7. Maintenance and control of the means and method transportation including, but not limited to performance of its drivers;
  8. CSA & other FMCSA regulations
- B. Carrier shall defend, indemnify, and hold Academy and Shipper harmless from all damages, claims or losses, including cargo loss and damage, theft, delay, damage to property, and personal injury or death, fully permissible under applicable federal and state law.
- C. Carrier used shall agree that its liability for cargo loss or damage shall be no less than that of a common carrier as provided for in 49 U.S. Code § 14706 (the Carmack Amendment). Exclusions in carrier's insurance coverage shall not exonerate carrier from this liability.
- D. Carrier used shall agree to maintain at all times during the term of the contract, insurance coverage with limits no less than the following:

1. General Liability	\$2,000,000.00
2. Auto Liability	\$1,000,000.00
3. Cargo Liability	\$250,000.00
4. Worker's Compensation	\$1,000,000.00
5. Cargo Insurance	\$250,000.00
- E. Carrier used shall agree that, at no time during the terms of its contract shall it have an "unsatisfactory" safety rating as determined by the FMCSA. If a carrier receives an "unsatisfactory" safety rating, it shall immediately notify Academy. Academy will not use any carrier that has an "unsatisfactory" rating.

Carrier further warrants it will require proof of insurance, as shown above in (D) and operating authority from each carrier and, should utilize the services of any carrier on Shipper's behalf, which carrier does not have proper insurance and/or operating authority. Carrier agrees to bear responsibility for all claims, and to indemnify and hold harmless Shipper from all legitimate claims, including but not limited to cargo loss and damage claims.

Code of Federal Regulations (Hazardous Material)	49 CFR
Mileage Guide	All current Supported Versions of PC Miler (practical)
Fuel Surcharge	Academy Fuel Surcharge Schedule
Stop off charge	\$60.00
Truck ordered not used	\$150.00
Load Tendering	Accept/Decline within 1 hour

### **The Selection**

The way Academy's Domestic Logistics team selects which carrier will receive shipments, is by Carrier's performance, availability and Cost.

### **The Process**

Vendors will submit shipments all day Monday thru Friday using OTM and we will route truckload freight to carriers all day. Non-EDI carriers will receive a "Load Tender Alert" notifying them of the shipment and Accept/Decline shipments via the OTM web portal. EDI carriers will receive a 204 via EDI and Accept/Decline shipments via EDI transmissions.

### **Tendering Shipments to Carriers**

Once we tender freight to you via EDI or Web, the turnaround time for Accept or Decline is up to two hours. Your response within the allotted time will ensure that you receive the selected freight movement or if declined, we will have a greater opportunity to have the shipment covered. OTM will assigned a unique Bill of Landing number to each shipment.

Once you have decided to accept a shipment, you must ensure that the shipment can and will be picked up ON the Earliest Date to Ship (vendor terminology) or Early Pickup Date (OTM terminology). You will mostly here Earliest Date to Ship.

The "Load Tender Alert" notification email will have all the necessary information to pick up the freight from the vendor. OTM has the capability to consolidate shipments into one email message, be sure to scroll down to verify.

**Note:** The Delivery date and time is an ETA based on PC Miler practical miles.

### **Accepting Shipments**

To accept a shipment from Academy's OTM system, you must send a 990 status or if you are web based then log into OTM and accept the shipment from the web portal. As explained earlier in the document, you have up to two hours to accept the shipment before the shipment declines. Accepting the shipment means that you agree to pick up the shipment from the shipper on or one business day after Earliest Date to Ship. If for any reason you cannot adhere to pick up time, you must notify Academy 24 hours before the actual pick up date (the earlier the better). At that time, we will decide if we need to have the shipment re-powered to another carrier. If you have, any questions email [domestic.logistics@academy.com](mailto:domestic.logistics@academy.com). Academy considers all shipments as drops unless the carrier has a written notice via email to live unload.

### **Confirmation of Shipments**

The Confirmation of a shipment is where the carrier contacts the vendor and obtain an appointment time and date for pick up from the shipper. The carrier will notify Academy via email at [domestic.logistics@academy.com](mailto:domestic.logistics@academy.com) with the ETA date of the shipment (e.g., Subject line will have the BOL number, the body off the message will have the ETA date). Failure to obtain an appointment number by the Domestic Logistics department will result in denied access at either DC.

### **Arrival at the Shipper**

The driver must provide any/all documentation needed to obtain the shipment from the shipper (i.e. BOL number and/or shipper's appointment number). The trailer must be clean, in good working order and free from leaks. If the driver does not arrive at the scheduled time, it will be up to the shipper to work the driver in the dock door or reschedule and Academy will not pay detention charges as for late arrivals. If that occurs you, the carrier must notify Academy Domestic Logistics department via email of the reschedule.

The driver must follow all rules and regulations set forth by the shipper. All shipments are "Shipper Load and Count" as well as the shipper affixing their seal on the carriers trailer. If there are any discrepancies in the paper work from the shipper, the driver must notify their dispatcher before leaving the facility. In turn, the carrier must notify Academy's Domestic Logistics department of the discrepancy so that Academy can make all necessary changes with the vendor. Once the carrier departs from the location, we must receive an

acknowledgment by way of EDI or Web from the carrier. We must receive an acknowledgment as soon as the driver departs from the shipper in order for us to have up to date visibility for the shipment.

- 3 hours loading time free.
- The carrier must notify Academy after the driver has been at the dock door for 2 hours. Email [domestic.logistics@academy.com](mailto:domestic.logistics@academy.com).
- This is only if the carrier arrives at the facility at the scheduled time arrange by the shipper. After 3 hours the carrier can invoice the shipper (not Academy, unless agreed upon in writing) for any detention time at \$60.00 an hour.
- Transit time must be within normal transit time from origin to destination

### Arrival at the DC

#### Appointment Data

Every shipment that arrives at either DC must have an appointment number and must arrive on the day of the scheduled appointment date and/or time. The below illustration shows the appointment instructions:

Distribution Center	Drop Time Days	Live Appointments	Unload	Appointment Type
Katy, Texas	24/7	Appointment Only		OTM BOL Number (SCAC-00000025) non OTM Shipments(000C10012014K)
Jeffersonville, Georgia	24/7	Appointment Only		Appointment Number (000C10012014T)

#### Driver Rules and Regulations

- Cannot arrive at either DC without the proper paper work
- Cannot smoke on campus grounds
- Must have the correct BOL and/or appointment number
- Must have valid driver's license
- Must notify dispatcher of his/her arrival
- Driver is to hand the clerk the paper work and is to wait in the truck until the unloading of the trailer is complete
- Must receive a signed BOL from Academy's receiving clerk

#### Drop Trailers

- We have 48 hours to unload trailers (not including weekends, holidays or the day of drop)
- Detention starts after 48 hours.
- Driver must drive to designated drop location
- Driver is to unhook and if applicable driver must hook up to an approved empty trailer
- Trailer doors must remain open until the trailer is inspected by LP at the exit gate
- Delivery status must sent to Academy upon completion

#### Live Unload

- Cannot arrive earlier than 10 minutes before the appointed time
- Driver must proceed to the designated receiving door
- Driver is to hand BOL to the receiving clerk
- Driver is to wait in the truck until unloading is complete
- If the unloading process takes longer than 2 hour the driver is to notify his/her dispatcher
- Academy has 3 hours free unloading time

- After 2 hours the driver must notify dispatcher of the time
- Dispatcher is to notify the Academy's Domestic Logistics team of the delay (if we are not notified within the two hours, the carrier forfeits detention charge)
- Driver is to retrieve any and all load bars that belongs to the driver or his company
- Delivery status must sent to Academy upon completion
- Trailer doors must remain open until the trailer is inspected by LP at the exit gate

**Empty Trailer Report**

Academy will send an empty trailer report to all carriers Monday – Friday (excluding major holidays) between the hours of 11:00 AM and 1:00 PM. Your SCAC code and trailer number are the identifiers for the empty trailer. The driver arriving at both facilities are responsible for ensuring that the carrier's name, SCAC code and trailer number are correct.

- Trailer detention (after 48 hours free)                      \$45.00 per day
- If trailer is left at our facility after 10 days                      \$50.00 per day