

# **BILL OF LADING**

This Bill of Lading ("Agreement") is entered into on the

\_\_\_\_\_ day of \_\_\_\_\_ ,  
20 \_\_\_\_\_ , by and between:

Shipper:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Carrier:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

## **1. DEFINITIONS**

- a. "Goods" shall mean the items described in Section 2 of this Agreement.
- b. "Destination" shall mean the delivery location specified in Section 3 of this Agreement.
- c. "Parties" shall mean both the Shipper and the Carrier.
- d. "Delivery Date" shall mean the date specified in Section 4(b) of this Agreement.

## **2. DESCRIPTION OF GOODS**

The Goods to be transported under this Agreement are as follows:

Type: \_\_\_\_\_

Quantity: \_\_\_\_\_

Weight: \_\_\_\_\_

Dimensions: \_\_\_\_\_

### 3. DESTINATION

The Goods shall be delivered to the following address:

Address: \_\_\_\_\_

### 4. TERMS OF TRANSPORTATION

- a. The Carrier agrees to transport the Goods from the Shipper's location to the Destination.
- b. The Carrier shall deliver the Goods by the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.
- c. The Shipper shall be responsible for all packaging and labeling of the Goods in compliance with applicable regulations.
- d. The Carrier shall provide tracking information to the Shipper upon request.

### 5. PAYMENT TERMS

- a. The Shipper agrees to pay the Carrier the sum of \$ \_\_\_\_\_ for the transportation services.
- b. Payment shall be made within \_\_\_\_\_ days of delivery.
- c. In the event of late payment, the Shipper shall pay interest at a rate of \_\_\_\_\_ % per annum on the outstanding amount.

### 6. LIABILITY AND INSURANCE

- a. The Carrier shall be liable for any loss or damage to the Goods occurring during transportation, except as otherwise provided by law.
- b. The Carrier shall maintain adequate insurance coverage for the Goods.

c. The Carrier shall provide proof of insurance to the Shipper upon request.

## 7. DEFAULT AND REMEDIES

a. In the event of a breach of this Agreement by either Party, the non-breaching Party shall have the right to seek all available legal and equitable remedies.

b. The breaching Party shall be liable for any reasonable attorney's fees and costs incurred by the non-breaching Party in enforcing this Agreement.

## 8. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_ . Any disputes arising under this Agreement shall be resolved in the courts located in \_\_\_\_\_ .

## 9. SEVERABILITY

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

## 10. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, understandings, and agreements between the Parties.

## 11. NOTICE

Any notice required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by certified mail, or sent by email to the addresses provided above.

## 12. AMENDMENT

This Agreement may only be amended by a written document signed by both Parties.

## 13. TERMINATION

This Agreement may be terminated by either Party upon written notice if the other Party breaches any material term of this Agreement and fails to cure such breach within \_\_\_\_\_ days of receiving notice of the breach.

#### 14. SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Bill of Lading as of the date first above written.

Shipper:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Carrier:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Witness:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Notary Public:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Commission Expiration: \_\_\_\_\_

