

{dispatcher.company_logo}

{dispatcher.company_name}

Dispatching Services

{dispatcher.company_phone}

{dispatcher.company_email}

Carrier Setup Requirements

Welcome to {dispatcher.company_name}! We are pleased that you have decided to grant us the permission to act as your dispatching service provider representing your company in the arena of covering your truck(s) and/or delivering the administrative functions. We understand how important your business is to you. You have made a wise decision; we will represent you with integrity, professionalism, and pride in all that we do!

Agreement for Dispatch Services

1. Recitals:

This agreement made as of this day of {date.today} and between {dispatcher.company_name} and {carrier.company_name}, hereinafter referred to as "Client", desires to retain {dispatcher.company_name} by executing a Limited Power of Attorney form to find and secure freight for Client and dispatch Client's equipment. Prior to the implementation of this agreement, Client must furnish to {dispatcher.company_name} the following:

1. This Agreement form completed, dated and signed.
2. A completed Company Profile.
3. Truck Operation Areas.
4. Copy of Client's Authority.
5. Copy of DOT#.
6. A signed W-9.
7. Proof of Insurance Certificates.

We require at least \$1,000,000 and at least \$100,000 in Cargo Coverage.

2. Billing Rate Agreement:

The billing rates for the dispatch services provided by {dispatcher.company_name} are as follows:

{dispatcher.service_rate}

3. Effective Date:

The Agreement shall be in effect upon the date signed by both parties to this Agreement and shall be in effect until the revocation of the Limited Power of Attorney or until notice is given by {dispatcher.company_name}. Client must send notification by mailing said Revocation Notice to: {dispatcher.company_name}, {dispatcher.company_email}.

4. Statement of the Work:

{dispatcher.company_name} will:

1. Find freight that best matches the profile for the Client.
2. Contact Client with load matches and go over options.
3. Send to shipper/broker the Client's Authority, W-9, proof of insurance, and order insurance certificates if required, along with any other required supporting documentation upon the Client agreeing to take a load.
4. Handle the setting of appointments if necessary.
5. Provide the driver with all dispatch instructions for pickup, transit and delivery.
6. Assist with any problems that arise in the transit of the load when necessary if within our capabilities. The Client is responsible for own equipment. We can try to direct Client to a service that might be of help.
7. Hold on to the dispatch, accessorial information, etc. until the load is completed. Once completed {dispatcher.company_name} will send all documents to the client.
8. Forward the final load confirmation and send all documentation to the Client, concluding that all services have been performed in full.

5. Consideration:

The client agrees to pay {dispatcher.company_name} as per the agreed quotes and terms, as stated in Section 2 of this agreement. These agreed term rates will be required to be paid to {dispatcher.company_name} as per the conditions of the agreement. A five (5) day grace period will be allowed before the account becomes overdue. At ten (10) days, the account will be suspended, and a reactivation fee of \$50 will apply in addition to any overdue fees. After 30 days, the account may be placed for collection. {dispatcher.company_name} will invoice the Client as per the terms of the agreement via Email, U.S. Mail, or faxing said invoice. Payment can be made to: {dispatcher.company_name} Services by PayPal, QuickBooks, Google Wallet, and bank transfer.

6. Additional Provisions:

Once the service has concluded per Section 4, it will be the responsibility of the Client to handle directly with the shipping party any overages, shortages, damages, or billing and collections issues. In no event will {dispatcher.company_name} be liable for any incidental, consequential, or indirect damages for the loss of profits or business interruption arising out of the use of the service. Client agrees to hold harmless, before, during, and after the contract, all direct or indirect damages resulting from Client hauling of shipper's freight. This includes but is not limited to loading and unloading problems or issues, delays, overages, shortages, damages, and billing and collection issues and hours of services. The Client will be responsible for notifying {dispatcher.company_name} of changes to authority, insurance, client profile, or ownership. {dispatcher.company_name} will work within the established parameters of the Client's Company/Carrier Profile. {dispatcher.company_name} will notify the Client of best-matched loads for approval prior to making a haul commitment. {dispatcher.company_name} will send all necessary documentation to the broker/shipper directly, along with final approval once the Client or designated representative has approved the load. {dispatcher.company_name} will notify the Client of load-required qualifications or additional insurance necessary. {dispatcher.company_name} will furnish the Client with necessary information for the qualification of insurance required. In the event that {dispatcher.company_name} books a load with the Client's approval and/or matching the Client's truck posting, the Client agrees to pay {dispatcher.company_name} as agreed in Section 2 of this Agreement for services rendered.

NOTE: To avoid charges for unavailable equipment, it is imperative to notify {dispatcher.company_name} immediately if the truck is loaded from another source or no longer available for any reason. If the Client does not give the proper notice that the truck is no longer available, the Client may be subject to a \$50 fine that MUST be paid BEFORE we can accept any further opportunities for the truck.

The Client agrees that if a higher line haul rate is needed for the shipment they will notify {dispatcher.company_name} BEFORE the load is secured. Once the Client tells {dispatcher.company_name} they will accept the shipment at a specific rate, this is verbal acceptance, and the load is secured. Should the carrier back out or ask for more money after the load has been secured, there will be a penalty of \$100 for the first occurrence and \$200 for the second occurrence that MUST be paid before we can accept another load on the Client's behalf. If this happens more than twice (2), {dispatcher.company_name} has the right to terminate the agreement between {dispatcher.company_name} and the Client. The Client agrees that they will advise {dispatcher.company_name} in a timely fashion should the client not be available for dispatch more than one (1) day at a time. (If the Client is not working for any amount of time, please let us know ASAP so that we do not plan any loads for the Client's truck.)

7. Disclaimer:

{dispatcher.company_name} is NOT responsible for:

1. Billing Issues.
2. Load problems.
3. Advances. (All advances will have to be handled directly between Client and shipper/broker unless requested by Client.)
4. Handling and storage of paperwork. (All documents will be sent to Client unless other arrangements are made)
5. DOT compliance issues.
6. SPIKE INSURANCE

8. Non-Circumvention:

Client acknowledges that {dispatcher.company_name} has introduced them to various shipping opportunities and clients. Client agrees not to bypass or circumvent {dispatcher.company_name} to engage directly with clients or partners introduced by {dispatcher.company_name} for a period of 2 (two) years from the date of introduction. Any attempt to circumvent or bypass the {dispatcher.company_name}'s involvement will be considered a violation of this agreement, and Client will be liable for any resulting damages.

9. Non-Solicitation:

Client agrees not to solicit, either directly or indirectly, any customers, clients, or partners of {dispatcher.company_name} for the purpose of providing freight dispatching services during the term of this agreement and for a period of 2 (two) years thereafter. Client further agrees not to encourage or facilitate others to solicit business from {dispatcher.company_name}'s customers, clients, or partners. Any breach of this provision will result in legal action and may incur penalties as specified by law.

10. Governing Law:

This agreement shall be governed by and construed in accordance with the laws of the State of {dispatcher.company_state} without giving effect to any choice of law or conflict of laws provision or rule (whether of the State of {dispatcher.company_state} or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of {dispatcher.company_state}.

11. Jurisdictions and Venue:

{dispatcher.company_name} and Client hereby consent to and agree to submit to the jurisdiction of the Federal and state courts located in {dispatcher.company_state} in connection with any claims or controversies arising out of the Agreement.

AGREEMENT FOR DISPATCH SERVICES {dispatcher.company_name} ATTACHMENT "A"

This attachment pertains to the selected level of service noted on Section 2 of this agreement for (Client), and will remain in effect until either Client requests to have a

change in service, wishes to terminate this Service Agreement, or Client is canceled by {dispatcher.company_name} for cause.

12. Percentage Rate Agreement: This plan is detailed as a percentage of gross revenue rate plan, which is for services provided. This plan includes all services listed on Section 4 line items 1 - 8 of this agreement. The cost of this plan is the percentage chosen of the gross revenue (excluding accessories) per truck enrolled with {dispatcher.company_name}. Invoices will be sent out weekly. Payment for this plan is to be made in full within 3 days of the invoice date. Payment can be made according to Section 5 of this agreement.

13. Other Provisions: Nonpayment pertaining to all service plans. There is a built-in grace period of 5 days after the due date. Client will then be notified of the outstanding payment. After 10 days past due, the account is subject to suspension. If an account is suspended, the account must be paid current and is subject to a reinstatement fee of \$150.00 prior to the account being reactivated.

CARRIER: {carrier.company_name}

DATE: {date.today}

BY: {carrier.representative}

IMPORTANT INFORMATION: ALL of our Brokers sign a Non-Compete Contract, so once they are no longer with this company, whether they stay with us or not, they are legally bound not to have any contact, for one full year, with the company {dispatcher.company_name} is dispatching or has dispatched.

ALL of our Dispatchers also sign a Non-Compete Contract, so once they are no longer with this company, whether they stay with us or not, they are legally bound not to have any contact, for one full year, with the company {dispatcher.company_name} is dispatching or has dispatched.

14. Limited Power of Attorney Form

BE IT KNOWN, that {carrier.company_name} with an MC or DOT number of [{carrier.mc_number} or {carrier.dot_number}], has made and appointed, and by these presents does make and appoint {dispatcher.company_name}, true and lawful attorney for, place and stead, for the limited and specific purpose of contracting loads of freight to be hauled by {carrier.company_name}, giving and granting said {dispatcher.company_name}, full power and authority to do and perform all and every act and thing whatsoever necessary to be done in and about the specific and limited terms (set out herein) as fully, to all intents and purposes, as might or could be done if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that said attorney shall lawfully do or cause to be done by virtue thereof.

This power of attorney is to remain in full force and effect until revoked by me in writing. Such revocation is to be emailed to: {dispatcher.company_name}, {dispatcher.company_email}

Company Name: {carrier.company_name}

Signature: {carrier.representative_signature}

Printed Name: {Carrier Representative}

15. Carrier Profile

Please confirm the details within this form regarding all the information that pertains to you and your Company. The better informed we are the better we will be able to assist you. This form should be updated at any time by notifying us. This information is for our use only and will not be released to any third party without your express written permission.

PART 1: Carrier Information Section

- COMPANY: {carrier.company_name}
- D/B/A (If Any):
- PHYSICAL ADDRESS: {carrier.address}

- CITY: {carrier.city}
- STATE: {carrier.state}
- ZIP: {carrier.zip_code}
- MAIN CONTACT: {carrier.representative}
- E-MAIL: {carrier.email}
- CONTACT PHONE: {carrier.phone}
- MC NUMBER: {carrier.mc_number}
- DOT NUMBER: {carrier.dot_number}
- SCAC CODE (If Any):
- TWIC CERTIFIED (If Any):
- HAZMAT CERTIFIED (If Any):

PART 2: Equipment Section

{equipment.type.list}

PART 3: Service Areas of Operation

{carrier.service_area.list}

SIGNATURES IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

{dispatcher.company_name}

Name: {dispatcher.representative}

Title: Dispatcher

Signature: {dispatcher.representative_signature}

Date: {date.today}

{carrier.company_name}

Name: {carrier.representative}

Title: {carrier.title}

Signature: {carrier.representative_signature}

Date: {date.today}

Thank you for choosing **{dispatcher.company_name}** as your dispatching service provider.