

# DISPATCH + CARRIER AGREEMENT





## DISPATCH + CARRIER AGREEMENT

This AGREEMENT made as of this \_\_\_\_\_(Date) by and between **Baru's Place Global Fleet LLC** [DISPATCH], and \_\_\_\_\_, license by the FMCSA as an interstate carrier of property holding authority, MC # \_\_\_\_\_ [CARRIER]. The DISPATCH and the CARRIER have, upon due consideration, determined that a contract agreement to their mutual advantage and best interest, they hereby agree to the following terms and conditions:

### 1. DOCUMENTS

CARRIER must furnish DISPATCH with the following documents prior to the implementation of this agreement, either via email at **baru@barusplace.com** or **FAX 609.568.6363**

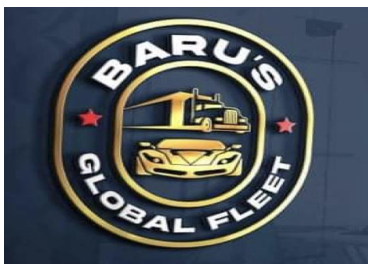
- \_\_\_\_\_ Dispatch Carrier Agreement
- \_\_\_\_\_ Copy of Client's Authority (MC Permit)
- \_\_\_\_\_ Credit Card Authorization Form
- \_\_\_\_\_ A signed W-9 form
- \_\_\_\_\_ Copy of Owner Operator's and Driver's Driver License
- \_\_\_\_\_ Limited Power of Attorney form
- \_\_\_\_\_ Certificate of Insurance, in Cargo Coverage Proof of Insurance

### 2. RELATIONSHIP

The relationship of CARRIER to DISPATCH shall, at all times, be that of an independent contractor. DISPATCH agrees to solicit and offer freight transportation shipments for CARRIER from and to such locations between service may be required, subject to the availability of suitable equipment. DISPATCH shall be the agent for CARRIER for searching for loads, booking them, dispatching, handle all paperwork directly with the broker and/or shipper, and any load problems.

### 3. TERM

The term of this AGREEMENT shall be effective as of the date hereof and shall continue thereafter for a term of one (1) year of such date, and automatically from year to year thereafter, subject to the right of either party hereto to cancel the AGREEMENT at any time upon not less than thirty (30) days written notice by certified mail of one party to another.



#### **4. DISPATCH SERVICE METHOD**

DISPATCH's objective is to design a pro-active logistic plan a week in advance, based on CARRIER's territory preference. The plan is influence by the current situation in the market and/or region, in order to take advantage of the most profitable loads. DISPATCH's logistics coordinators (dispatchers) will find loads that best match CARRIER's preference and communicate such options with CARRIER and/or it's driver. Once CARRIER agrees to accept the load, DISPATCH will send all necessary and required supporting documents to broker/shipper. Once the load confirmation is received, it is forward to CARRIER, for its records. DISPATCH agrees to "assist" CARRIER with any load issues, road assistance, paperwork, and/or billing issues.

#### **5. SERVICE FEES**

- *DISPATCH SERVICE* fee of **10%** of the load confirmation. **10%** Admin fees.

#### **6. COMPENSATION**

The amount due to DISPATCH, will be automatically deducted from a Debit/Credit Card provided by CARRIER on this agreement. By the end of the business day of receiving the load confirmation from brokers/shippers, DISPATCH will charge the Debit/Credit Card on file for the agreed service rendered. In case that the load gets cancelled by broker/shipper for any reason, CARRIER will receive a credit for the amount of the load in question for future loads. However, if the load gets canceled by CARRIER for any reason, (i.e. breakdown, etc.) CARRIER will not receive credit for the load in question. On the other hand, CARRIER will be compensated directly from other brokers/shippers handling the load, or from a factoring company chosen by CARRIER.

#### **7. NON-SOLICITATION**

CARRIER agrees that it will not solicit traffic from any shipper, consignor, or customer of DISPATCH where the CARRIER transports loads, or is made aware of such traffic, as a result of DISPATCH's efforts. It is further agreed that this non-solicitation provision shall be in force and effect during the term of this AGREEMENT and for a period of one (1) year from the date of the termination of this AGREEMENT for any reason. In the event of non-compliance with the specific provisions of this paragraph, CARRIER upon discovery of breach, be liable to DISPATCH for 100 percent (100%) of the gross transportation revenue received by CARRIER from said shipper(s) within one (1) year after the date of termination of this AGREEMENT.

#### **8. BILLS OF LADING**

Each shipment will be evidenced by a bill of lading issued by other brokers/shippers. Such bills of lading or receipts or invoices are however, for the sole purpose of evidencing receipt for the goods.

#### **9. EQUIPMENT**

CARRIER agrees to provide, operate and maintain in good working condition, motor vehicles and all allied equipment necessary to perform the Transportation Schedule in a safe, efficient and economical manner.

#### **10. DRIVERS**

CARRIER agrees to provide properly qualified, trained and licensed drivers and other personnel to perform the transportation and related services under this Agreement and each transportation schedule in a safe, efficient and economical manner. CARRIER's personnel are expected to conduct themselves in a professional manner at all times and shall ascertain and comply with all of Customer's facility rules and regulations while on Customer's premises.



**11. FREIGHT LOSS, DAMAGE OR DELAY**

CARRIER shall have the sole and exclusive care, custody and control of the shipper's property from the time it is picked up for transportation, until it is delivered to the destination. CARRIER assumes the liability of a common carrier for loss, delay, damage to or destruction of any and all of shipper's goods or property while under CARRIER's care. Payments by CARRIER to DISPATCH or its customer, pursuant to the provisions of this section, shall be made within thirty (30) days following receipt by CARRIER of DISPATCH's or customer's invoice and supporting documentation for the claim.

**12. SUB-CONTRACT PROHIBITION**

CARRIER specifically agrees that all freight tendered to it by DISPATCH shall be transported on equipment operated only under the authority of CARRIER, and that CARRIER shall not in any manner sub-contract, broker, or in any other form arrange for the freight to be transported by a third party without the prior written consent of DISPATCH.

**13. INDEMNIFICATION**

CARRIER agrees to indemnify, defend and hold DISPATCH and its customer (including their officers, directors, employees, subcontractors and agents) harmless from and against any and all liabilities, damage, fines, penalties, costs, claims, demands and expenses of whatever type or nature. CARRIER shall be responsible for and agrees to indemnify DISPATCH for any and all personal injury, property damage, loss, claim, injury, obligation or liability arising from CARRIER's actions, behavior or transportation pursuant to this agreement.

**14. GOVERNING LAW, JURISDICTIONS AND VENU**

This agreement shall be governed by and constructed in accordance with laws of the State of **Delaware** both as interpretation and performance. DISPATCH and CARRIER hereby consent to and agree to submit to the jurisdiction of the federal and State courts located in **Sussex County, Delaware** in connection with any claims or controversies arising out of this Agreement.

**15. PENALTY**

A 5 day grace period will be allowed before the account becomes overdue and a **\$25** late fee will be applied. At 13 days the account will be suspended and a reactivation fee of **\$200** will apply in addition to any overdue fees.

**DISPACTH:**

Company: \_\_\_\_\_

Contact: \_\_\_\_\_

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

**CARRIER:**

Company: \_\_\_\_\_

Contact: \_\_\_\_\_

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



## COMPANY PROFILE

*Instructions: Please complete this form giving us all the information. 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.*

### 1. CARRIER INFORMATION

COMPANY (DBA) \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ ST \_\_\_\_\_ ZIP \_\_\_\_\_

CONTACT: \_\_\_\_\_ PHONE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ FAX: \_\_\_\_\_

MC # \_\_\_\_\_ DOT # \_\_\_\_\_ EIN/SS # \_\_\_\_\_

SCAC # \_\_\_\_\_ TWIC # \_\_\_\_\_ HAZMAT # \_\_\_\_\_

### 2. EQUIPMENT SECTION

NUM. OF TRUCKS: \_\_\_\_\_ Company \_\_\_\_\_ + Owner Operator \_\_\_\_\_

NUM. OF TRAILERS: \_\_\_\_\_ VAN \_\_\_\_\_ REEFER \_\_\_\_\_ FLATBED \_\_\_\_\_

ADDITIONAL INFO:

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TRUCK #	TRAILER #	TYPE	YEAR	DRIVER	PHONE

**3. SERVICE AREAS OF OPERATION** *(please circle all that apply)*

**48 States** \_\_\_\_\_

- |    |    |    |    |    |    |    |    |    |    |    |    |
|----|----|----|----|----|----|----|----|----|----|----|----|
| AL | AR | AZ | CA | CO | CT | DE | FL | GA | IA | ID | IL |
| IN | KS | KY | LA | MA | MD | ME | MI | MO | MN | MS | MT |
| NC | ND | NE | NH | NJ | NM | NV | NY | OH | OK | OR | PA |
| RI | SC | SD | TN | TX | UT | VA | VT | WA | WI | WV | WY |

**4. RATE OF HAUL INFORMATION**

Please provide us your ideal (reasonable) rate information. We understand that many factors will change this information, but this will give us a starting point.

**IDEAL MILE RATE?**            \$\_\_\_\_.\_\_\_\_ (V)            \$\_\_\_\_.\_\_\_\_ (R)            \$\_\_\_\_.\_\_\_\_ (F)

**ADDITIONAL PREFERENCES:**

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**5. FACTORING INFORMATION**

If you use factoring service, please provide the following information. This will ensure that we only use brokers approved by your factoring company.

**FACTORING** \_\_\_\_\_ **WEB** \_\_\_\_\_  
**ADDRESS** \_\_\_\_\_ **CITY** \_\_\_\_\_ **ST** \_\_\_\_\_ **ZIP** \_\_\_\_\_  
**CONTACT** \_\_\_\_\_ **E-MAIL** \_\_\_\_\_  
**PHONE #** \_\_\_\_\_ **Fax #** \_\_\_\_\_

**6. INSURANCE INFORMATION**

Please provide us with your insurance contact information, where we can request certificate of insurance with specific holders. (i.e. brokers and/or shippers)

**INSURANCE** \_\_\_\_\_ **WEB** \_\_\_\_\_  
**ADDRESS** \_\_\_\_\_ **CITY** \_\_\_\_\_ **ST** \_\_\_\_\_ **ZIP** \_\_\_\_\_  
**CONTACT** \_\_\_\_\_ **E-MAIL** \_\_\_\_\_  
**PHONE #** \_\_\_\_\_ **FAX #** \_\_\_\_\_

**7. REFERRAL**

Please refer us three (3) Owner Operators who you believe might benefit from our service.

**NAME** \_\_\_\_\_ **CELL** \_\_\_\_\_  
**NAME** \_\_\_\_\_ **CELL** \_\_\_\_\_  
**NAME** \_\_\_\_\_ **CELL** \_\_\_\_\_

**8. ADDITIONAL INFORMATION**

Please use the section below to better describe your company. Include special terms and conditions of most importance and everything we have to consider while searching and taking the loads for you.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## CREDIT CARD PAYMENT AUTHORIZATION FORM

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I \_\_\_\_\_, hereinafter called CARRIER do hereby authorize **Baru's Place Global Fleet LLC**, hereinafter called DISPATCH, to initiate a weekly debit entry for the amount listed below, on the dates listed below, to the credit card account indicated below, in consideration of the dispatching service provided to me. I understand that my signature on this authorization form, along with a photocopy of the front and the back of both my credit card, as well as my driver license, will allow me the convenience of not having to produce these items for impression at the time of service.

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Name on the Card: \_\_\_\_\_

Please Check One:       VISA       MC       DISC       AMEX

Credit Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_      CVN: \_\_\_\_\_      ZIP: \_\_\_\_\_

Authorized Weekly Payment Amount: \_\_\_\_\_ **10% of the loads** \_\_\_\_\_ **10% Admin Fees**

Starting on \_\_\_\_\_      Ending on \_\_\_\_\_

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This authorization is to remain in full force and effect until the ending date listed above. I understand that I will be notified via email when DISPATCH debit my account each week. I understand that if the load is tendered and accepted by me, but for any reason, whether is due to carrier, shipper, or broker, the load gets reschedule or cancelled, I am still responsible for paying DISPATCH as set out above. Any revocation shall not be effective until DISPATCH is notified by CARRIER in writing to cancel this automatic payment authorization, in such time and in such a manner as to afford DISPATCH a reasonable opportunity to act on it.

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\_\_\_\_\_  
Card Holder's Signature Authorization

\_\_\_\_\_  
Date

\_\_\_\_\_  
Card Holder's E-Mail





## LIMITED POWER OF ATTORNEY

This Limited Power of Attorney (the AGREEMENT) is made effective on \_\_\_\_\_(date) between: **Baru's Place Global Fleet LLC**, hereinafter called DISPATCH a company established under the laws of the State of **Delaware**, and \_\_\_\_\_ hereinafter called CARRIER, motor carrier company with MC # \_\_\_\_\_. CARRIER hereby appoints DISPATCH as my Attorney-in-Fact (AGENT).DISPATCH's agents shall have full power and authority to act on my behalf. This power and authority shall authorize DISPATCH to manage and conduct affairs and to exercise all of my legal rights and powers, including all rights and powers that I may acquire in the future. DISPATCH powers shall include, but not be limited to, the power to:

- Professional dispatch services, including contact drivers, shippers and brokers on my behalf for cargo.Transfer of Paperwork (Carrier Packet, Rate Confirmations, Insurance Certificates, Invoices and all necessary Paperwork) to shippers. Sign and execute rate confirmations for freight, and collect all payment dues on my behalf.

This Power of Attorney shall be construed broadly as a General Power of Attorney. The listing of specific powers is not intended to limit or restrict the general powers granted in this Power of Attorney in any manner. DISPATCH shall not be liable for any loss that results from a judgment error that was made in good faith. However, DISPATCH shall be liable for willful misconduct or the failure to act in good faith, while acting under the authority of this Power of Attorney. I authorize DISPATCH to indemnify and hold harmless any third party who accepts and acts under this document. This Power of Attorney shall become effective immediately and shall remain in full force and effect until revoked by me in writing. Such revocation is to be send via e-mail 10 days in advance to DISPATCH to **baru@barusplace.com** IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date below.

**DISPATCH:**  
**NAME** \_\_\_\_\_

**CARRIER:**  
**NAME** \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_

**TITLE** \_\_\_\_\_

**TITLE** \_\_\_\_\_

**DATE** \_\_\_\_\_

**DATE** \_\_\_\_\_







**8 The Green Suite #12309 Dover, DE 19901**  
**Phone: 866.BARULLC**  
**Email: baru@barusplace.com**  
**Brian Murray [ CEO ]**

**\* THANK YOU FOR YOUR BUSINESS!!**