

# TCF Legacy Nationwide Dispatching & Logistics, LLC

Rex, GA 30273

833-553-5429

## Dispatcher –Carrier Agreement

***The Client must provide the following items to TCF Legacy Nationwide Dispatching & Logistics, LLC, prior to implementation of this agreement.***

1. Copy of MC Authority
2. Copy of DOT#
3. Copy of your insurance certificate (and a phone number for your insurance company) listing TCF Legacy Nationwide Dispatching & Logistics, LLC as a certificate holder. Our address is:

\_\_\_\_\_

(\*\* We require at least \$1,000,000 in liability and at least \$100,000 in cargo coverage.)

4. Signed W-9 form
5. Signed Dispatcher-Carrier Agreement & Power of Attorney
6. Company profile completed.
7. Your factoring company's name, address, and contacts phone number (if applicable)

Please complete the following information so that we may better serve you.

\*\*You will receive an invoice emailed to the location you selected; you pay only the amount of the invoice –no hidden charges.

Company's Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Company's Phone Number: \_\_\_\_\_

Cell Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Insurance Company's Name: \_\_\_\_\_

Insurance Company's Phone# \_\_\_\_\_

Insurance Company Contact: \_\_\_\_\_

Factoring Company's Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number and Contact Name: \_\_\_\_\_

\*\*\*All service fees are collected at time of completed transactions.

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This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between “TCF Legacy Nationwide Dispatching & Logistics, LLC”, hereafter referred to as DISPATCHER, and \_\_\_\_\_, Hereinafter referred to as CARRIER. WHEREAS, DISPATCHER is a transportation dispatcher handling the necessary paperwork between SHIPPERS and the CARRIERS in order to secure “CARGO” for said CARRIER.

WHEREAS, CARRIER is a Motor CONTRACT Carrier subject to the jurisdiction of the ICC: NOW, THEREFORE, in consideration of the promises and covenants hereinafter contained it is mutually agreed by and between parties hereto as follows:

### **2. STATEMENT OF WORK**

TCF Legacy Nationwide Dispatching & Logistics, LLC will:

1. Book loads on the Client's behalf.
2. Send rate confirmation to Clients by 6pm.
3. Find freight that best matches carrier profile for the Client.
4. Upon the Client agreeing to the load, TCF Legacy Dispatching will fax/email to shipper / broker the Clients, Authority, W-9, proof of insurance, and order insurance certificates if required, along with any other required supporting documentation.
5. Handle the setting of appointments if necessary.
6. Prepare directions to shipper/consignee, if necessary.
7. Provide access to our rates and shippers depending on the location of the truck.
8. Assist with any problems that arise in the transit of the load when necessary, within our capabilities. Client is responsible for their own equipment, we can direct you to a service that may be helpful.
9. All load information is available to the Client at all times, TCF Legacy will hold on to the dispatch, accessorial information, etc. until the load is completed.
10. Upon receipt of BOL from Client, then forwarding the final load confirmation, and mailing all documentation to the Client, the services of TCF Legacy Nationwide Dispatching & Logistics, LLC have been fully performed.

\*\*Book and communicate load information to drivers between 8am and 5pm Monday – Friday. Client will reach out to the broker for any issues regarding the load after 5pm. Dispatcher must be informed, as soon as reasonably, ANY issues regarding the load in order to keep the SHIPPER/BROKER properly informed with the latest information.

### **OBLIGATIONS OF DISPATCHER**

1. DISPATCHER agrees to handle paperwork, phone, fax calls to, from the SHIPPER/BROKER to tender commodities shipments to CARRIER for transportation in interstate commerce by CARRIER between points and places within the scope of CARRIER'S operating authority.
2. DISPATCHER bears no financial or legal responsibility in the transaction between the SHIPPER/BROKER and CARRIER agreement.
3. DISPATCHER will make 100% effort to keep Clients truck(s) loaded.
4. DISPATCHER will contact client about every load we find, the Client will “Accept” or

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“Reject” the load. The Client is responsible for knowing the status of their of the hours of service (HOS) in their Electronic Logging Device (ELD). When Client “Accepts” the load, it will be understood by ALL parties that will receive acceptance confirmation, that the Client has enough time to successful deliver the assigned load on time. Once the load is “Accepted” it CAN NOT BE CANCELLED.

5. *DISPATCHER* uses *Innoportal Dispatch Software* to manage dispatching duties, responsibilities and functions, as well as administrative HR managements functions, and assists with BackOffice support of all Clients, within the capabilities of TCF Legacy Nationwide Dispatching & Logistics, LLC.

**OBLIGATIONS OF CARRIER** Carrier further agrees to pay DISPATCHER at time of securing cargo. If DISPATCHER obtains a “Dedicated Lane” for the CARRIER, DISPATCHER percentage fee is discounted (**8%**) only for loads on the “Dedicated Lane”. Fees for loads not on a dedicated lane remain the same.

1. CARRIER will use Innoportal Dispatching App (free) in order to more efficiently and effectively, manage the responsibility of attaining, dispatching, monitoring and delivering commodities safely and on time.

2. CARRIER gives DISPATCHER authority to provide his signature (POA) for rate confirmation sheets, invoices and associated paper work necessary for securing cargo and billing purposes. The terms of this agreement shall be perpetual, provided that either party may terminate same by giving 14 days written notice to the other.

3. SHIPPER agrees to pay CARRIER promptly, following receipt of a freight bill and proof of delivery of each shipment to it’s as signed destination, free of damage or shortage. The amount to be paid by SHIPPER to CARRIER shall be established between parties on a per shipment basis prior to commencement of each individual shipment. A load confirmation including details of shipment and revenue to be paid will be supplied via FAX/E-MAIL by SHIPPER to CARRIER. Confirmation will be signed by DISPATCHER and returned via FAX/E- MAIL to SHIPPER.

4. CARRIER shall be liable for loss, damage, or liability occasioned by the transportation of property arranged by DISPATCHER, SHIPPER while in the possession of carrier.

5. CARRIER agrees to hold DISPATCHER, SHIPPER harmless from any liability for personal injury or property damage occurring during operation conducted by CARRIER pursuant to this agreement.

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6. CARRIER will be responsible to comply with all applicable state and federal regulations pertaining to the operation of a motor carrier.

7. CARRIER and DISPATCHER agree that DISPATCHER, at great expense, has developed a broad customer base of shippers, receivers, and brokers that is essential to the successful operations of his company. CARRIER and DISPATCHER agree that disclosure of the identity of one or more of the companies said customers to CARRIER constitutes valuable consideration. During the term of this AGREEMENT and for a period of one (1) year from its termination, CARRIER shall not, directly or indirectly, solicit or do business years from its termination, CARRIER shall not, directly or indirectly, solicit or do business involving transportation or of a warehousing nature with any the companies customers who are serviced by CARRIER as a result of this AGREEMENT unless otherwise agreed by the parties in writing.

8. Carrier acknowledges that the customer information being provided by DISPATCHER is the sole and exclusive property of DISPATCHER and that neither it, nor any employee, agent, or subcontractor shall back-solicit, directly or indirectly, communicate or perform any service for compensations for any account of DISPATCHER which has previously tendered to CARRIER for transportation, nor shall it pass on or reveal any customer information obtained to any other person or company.

9. Solicitation prohibited under this AGREEMENT means participation in any conduct, whether direct or indirect, the purpose of which involves transportation and/or handling of property by CARRIER for which CARRIER does, or did in the past, provide such service for that customer under arrangements first made or procured by DISPATCHER. Solicitation includes conduct initiated or induced by CARRIER, or accepted by CARRIER, upon inducement by DISPATCHER efforts.

10. If CARRIER should perform services of a transportation or warehousing nature for compensation for any DISPATCHER customer without prior documented authorization from DISPATCHER during the applicable time period in violation of this AGREEMENT, CARRIER shall pay to DISPATCHER within ten (10) days of each such violation an amount equal to (10%) of all revenues invoiced by CARRIER to the solicited customer. Where a dispute or disagreement arises, both parties agree to tender the issue to binding arbitration in the "State of Your State".

11. CARRIER is PROHIBITED with working with assigned DISPATCHER outside the

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TCF Legacy Nationwide Dispatching & Logistics, LLC working hours, outside the TCF dispatching systems, use TCF assets (to include all subscriptions given access to the dispatcher to be utilized to execute dispatching duties) to search and book loads for profit of any type, individually, outside of the knowledge of TCF Legacy Nationwide Dispatching & Logistics, LLC and their officers. Any occurrences of this nature will result in immediate termination of this agreement and security deposit.

12. CARRIER acknowledges that a breach of this provision will give rise to immediate and irreparable injury to DISPATCHER, which is inadequately compensated in damages. Accordingly, CARRIER agrees that DISPATCHER is entitled to obtain injunctive relief against the breach or threatened breach by CARRIER of this obligation, in addition to any other legal remedies, which may be available. CARRIER further acknowledges that the precise damages DISPATCHER would sustain out of any breach of this covenant may be difficult to ascertain and agrees that it shall pay as damages, twenty five (25) percent of the aggregate of all rates and charges assessed by CARRIER for transportation services provided to any account of DISPATCHER that is handled in contravention of this agreement, plus liquidated damages of ten thousand (\$10,000.00) dollars.

13. CARRIER agrees that it will function under terms of this agreement strictly as duly permitted contract carrier, and hereby waves any and all rate provisions, which may be contained in its published carrier tariffs.

14. This agreement shall be deemed to be effective on the first date that CARRIER, DISPATCHER, and SHIPPER commence business together, and the parties hereby agree that the provisions herein properly express and memorialize the complete understanding as contained in any prior agreement either written or verbal.

### **ADDITIONAL PROVISIONS**

Once a load has been set up for the Client and all information given, it will be the responsibility of the Client to handle directly with the shipping party any problems, issues, delays, overages, shortages, damages, or billing and collections issues, unless, you have made arrangements for additional services from TCF Legacy Nationwide Dispatching & Logistics, LLC.

In no event will TCF Legacy Nationwide Dispatching & Logistics, LLC 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.

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We do not guarantee a minimum gross amount for trucks under our dispatch service but our weekly gross quota is \$5,000. Each truck, however, is able to gross up more depending on how hard the driver is willing to work.

### **Termination**

- Our contract term is 12 months minimum.
- Client may terminate this agreement within 30 days without penalty. TCF Legacy Nationwide Dispatching & Logistics, LLC may terminate this agreement at any time without notice.
- Contracts terminated by Client after 30 days and before the 12 month minimum will forfeit their deposit.

### **Loading Procedures**

Commercial vehicles must be loaded in such a manner as to prevent its cargo from leaking, spilling, blowing or falling from the vehicle. The cargo must be immobilized or secured to prevent shifting to the extent that the vehicle's stability or maneuverability is affected. All vehicle structures, systems, parts and components used to secure cargo must be in proper working order with no damaged or weakened components that will adversely affect their performance. Cargo must be firmly immobilized or secured on or within a vehicle by structures of adequate strength, dunnage or dunnage bags, shoring bars, tie-downs or a combination of these. Articles of cargo that are likely to roll must be restrained by chocks, wedges, a cradle or equivalent means to prevent rolling. Federal regulations provide for specific means of securing logs, building products, metal coils, paper rolls, concrete pipes, intermodal containers, automobiles, heavy equipment, crushed vehicles, and boulders. Cargo must be secured so that when a vehicle decelerates at a rate of 20 feet per second, the cargo will remain on the vehicle and will not penetrate the vehicle's front-end structure. Any vehicle having a load or component which extends beyond the sides more than 4 inches or more than 4 feet beyond the rear must have the extremities marked with a red or orange fluorescent warning flag. If the projecting load is 2 feet in width or less, only one flag is required at the extreme rear of the load. If the projecting load is greater than 2 feet in width, two flags must be used at the extreme width and length on each side of the load.

### **Responsibilities for Proper Loading**

A driver cannot operate a commercial vehicle unless (1) the cargo is properly distributed and adequately secured, (2) the means of fastening the cargo is secured, and (3) the cargo does not obscure the driver's view or interfere with the movement of his arms or legs. A driver must assure himself that the load is adequately secured before he drives the vehicle and must examine the cargo and its load-securing devices within the first 50 miles after beginning a trip and adjust the load-securing devices as needed. The driver must also reexamine the cargo and its securing devices when he makes a change of his duty status, after the vehicle has been driven for three hours, or after the vehicle has been driven 150 miles whichever comes first. The load inspection procedures do not apply to a sealed trailer when the driver has been ordered not

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to open it or to a trailer that has been loaded in a manner that makes inspection of the cargo impracticable.

If a member of the public is injured because of improperly loaded cargo, both the shipper who loaded the cargo and the Client may be held liable for the injury. A shipper that assumes responsibility for loading the vehicle can be held liable for improperly securing a load under a common law theory of negligence, and federal regulations will provide evidence of the proper standard of care to be utilized by the shipper in loading the vehicle. When the driver himself is injured in an accident, the shipper cannot be held liable for the improper loading of the vehicle unless the loading defects are latent and concealed and cannot be discerned by ordinary observation by the agents of the Client. In determining if the defect in loading is patent and should have been discovered by the driver, a court will take into consideration the experience of the driver and whether the driver is given assurances by the shipper's employees that there is no defect in the loading of the cargo. A motor Client cannot be held liable for improperly loading a sealed trailer since the driver does not have the opportunity to inspect the load. When a person is injured during the loading or unloading process at the shipper or consignee's facility, the trucking company's liability will be determined according to the rules applicable to the facility owner, and the company will be subject to the same liability or freedom from liability as the owner.

### **DISCLAIMER**

TCF Legacy Nationwide Dispatching & Logistics, LLC 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)
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

### **GOVERNING LAW**

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

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**JURISDICTIONS AND VENUES**

TCF Legacy Nationwide Dispatching & Logistics, LLC and the Client hereby consent to and agree to submit to the jurisdiction of the Federal and state courts located in Atlanta, Ga. in connection with any claims or controversies arising out of the Agreement. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as the date written.

**Date:**

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**(Print Company Name)**

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**(Signature of Representative)**

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**(Print Representative Name/Title)**

**Date:**

*TCF Legacy Nationwide Dispatching & Logistics, LLC*

Leonard & Jacinta Coley III CEO & President

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**(Dispatch service Representative/Title)**

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**(Print Representative Name/Title)**



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**LIMITED POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS that I \_\_\_\_\_ of  
\_\_\_\_\_, hereby make, constitute, and appoint TCF  
LEGACY DISPATCHING SERVICES, LLC, as my true and lawful attorney in fact for  
me and in my name, place, and stead; for the following purposes only:

To transfer documents

Accept loads (Rate Confirmations)

Discuss my accounts and invoice customers

Modes of communication for requesting and receiving information may include telephone,  
email, fax or mail

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

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

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

MC# \_\_\_\_\_