

JB'S TRUCK N' LEGACY LLC

OFFICE: (504) 462-9010

services@jbstrucknlegacy.com



Carrier Set-up Requirements

Welcome to the JB'S TRUCK N' LEGACY Team! 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, which is no small deal or transaction. 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!

To get enrolled in our program, please complete, sign, and return the following items via email: services@jbstrucknlegacy.com.

- Non-Competition Agreement
- Payment Authorization
- Dispatch Agreement
- Limited Power of Attorney
- Company Profile Sheet
- Truck Operation Form
- Copy of Carrier's Authority
- Copy of your DOT#
- Copy of your W-9
- Copy of insurance certificate

**** JB'S TRUCK N' LEGACY** requires at least \$100,000 in Cargo and \$1,000,000 in Liability insurance.

Once your paperwork is processed you will be contacted promptly with all pertinent Information.

For questions/concerns regarding JB'S TRUCK N' LEGACY requirements please contact us at: services@jbstrucknlegacy.com

Thank you for choosing JB'S TRUCK N' LEGACY!

Non-Competition Agreement

This Non-Competition Agreement is made and entered into this ____ day of _____, 20__ (the "Effective Date") by and between _____ ("Acting Party") and JB'S TRUCK N LEGACY LLC ("Company"), principal place of business at New Orleans, La 70126.

For good consideration and as an inducement for Company to enter into this Agreement with Acting Party, Acting Party hereby agrees not to directly or indirectly compete with Company and its successors and assigns during the period of employment and for a period of 1 years following termination of employment and notwithstanding the cause or reason for termination.

The previously mentioned term "not compete" as used herein shall mean that Member shall not own, manage, or operate a business substantially similar to or competitive with the present business of Company or such other business activity in which Company may substantially engage during the term of employment. Acting Party acknowledges that Company shall or may in reliance of this Agreement provide access to trade secrets, clients, and other confidential data and good will. Acting Party agrees to retain said information as confidential and not to use said information on his or her own behalf or disclose same to any third party. This Agreement shall extend for a radius of 500 miles from any location from which any services conducted by Company are operated out of and shall be in full force and effect for 1 years after termination. This Agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns, and personal representatives.

The parties hereby acknowledge that they are bound by obligations set forth in this document by affixing their signature below.

Acting Party: Date:

Company Representative: Date:

Dispatcher Payment Authorization Form

(Date) _____

I, _____, of _____ ("Carrier") authorize _____ ("Factoring Company") to withhold funds from my factored invoices to satisfy the dispatch fee agreed upon between the Carrier and Dispatch Agent. Funds will be disbursed to Dispatch Agent in the form of an ACH transfer and remitted to Dispatch Agent in accordance with the instructions below:

Dispatch Agent: _____

Email: _____

Phone Number: _____

Bank Name: _____

Routing Number: _____

Account Number: _____

Name on Account: _____

Deduction Instructions:

_____% or \$____per invoice

Carrier authorizes Dispatch Agent to receive information or perform actions on behalf of Carrier as follows:

____Receive Carrier's log in credentials to log into my factoring account

____Submit credit requests on behalf of carrier to check credit for brokers and shippers

I understand these instructions will remain in effect until such time as I notify Factoring Company, in writing, that I wish to cancel this authorization. Authorization to cancel or revisions to these instructions may only be made by an owner of Carrier.

_____(Carrier)

_____(Signature)

_____(Printed Name)

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Agreement for Dispatch Services

1. RECITALS

This agreement made as of this _____ day of _____ 20____ by and between JB'S TRUCK N' LEGACY and _____ (Company Name), hereinafter referred to as 'Client', desires to retain JB'S TRUCK N' LEGACY 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 JB'S TRUCK N' LEGACY the following documents:

1. This Agreement form completed, dated, and signed.
2. A signed Limited Power of Attorney form.
3. A completed Company Profile Sheet.
4. Truck Operation Form.
5. Non-Compete form & Payment Authorization form
6. Copy of Client's Authority.
7. Copy of DOT#.
8. A signed W-9.
9. Proof of Insurance Certificates**.

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

2. PERCENTAGE RATE AGREEMENT (Please check plan preferred)

- 10% Pay Per Load SEMI- Power Only
- 10% Pay Per Load SEMI- Dry Van, Reefer, Flat Bed, or Step deck
- 10% Hotshot 35 foot-40 foot
- 12% Hotshot 24 foot -30 foot
- 12% PART-TIME- part time trucks are charged more if you choose not to use us on every load. It takes time away from the dispatcher finding loads for full-time trucks.
- 14% PART-TIME Hotshot 24 foot- 30 foot

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 JB'S TRUCK N' LEGACY. Client must send notification by emailing said Revocation Notice to: JB'S TRUCK N' LEGACY at services@jbstrucknlegacy.com.

4. Statement of the Work

JB'S TRUCK N' LEGACY will:

1. Find freight that best matches profile for the Client.
2. Contact Client with load matches and go over options.
3. Email/fax 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 JB'S TRUCK N' LEGACY will forward all documents to the Client, for its record.
8. Forward the final load confirmation and mail all documentation to the Client, concluding that all services have been performed in full.

5. Consideration

The client agrees to pay JB'S TRUCK N' LEGACY as per the agreed quotes and terms, as stated in Section 2 of this agreement. This agreed term rates will be required to be paid to JB'S TRUCK N' LEGACY 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. JB'S TRUCK N' LEGACY will invoice Client as per the terms of the agreement via Email, U.S. Mail or faxing said invoice. Payment can be made to: JB'S TRUCK N' LEGACY Services by PayPal, Cash App, Zelle, and Bank transfer.

6. Additional Provisions

Once service has concluded per Page 1 of Section 4 line 8 it will be the responsibility of the Client to handle directly with the shipping party any overages, shortages, damages, or billing and collections

In no event will JB'S TRUCK N' LEGACY 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.

Client will be responsible for notifying JB'S TRUCK N' LEGACY of changes to authority, insurance, client profile or ownership.

JB'S TRUCK N' LEGACY will work within the established parameters of the Clients Company/Carrier Profile. JB'S TRUCK N' LEGACY will notify Client of best-matched loads for approval prior to making haul commitment.

JB'S TRUCK N' LEGACY will email/fax all necessary documentation to the broker/shipper directly, along with final approval once Client or designated representative has approved load.

JB'S TRUCK N' LEGACY will notify Client of load required qualifications or additional insurance necessary. JB'S TRUCK N' LEGACY will furnish to Client necessary information for qualification of insurance required.

In the event, JB'S TRUCK N LEGACY books a load with the Client's approval and/or matching the Client's truck posting, the Client agrees to pay JB'S TRUCK N' LEGACY as agreed in Section 2 of this Agreement for services rendered. NOTE: To avoid charges for unavailable equipment, it is imperative to notify JB'S TRUCK N' LEGACY immediately if the truck is loaded from another source or no longer available for any reason. If Client does not give the proper notice that the truck is no longer available, Client may be subject to a \$50 fine that MUST be paid BEFORE we can accept any further opportunities for the truck.

Client agrees that if a higher line haul rate is needed for the shipment, they will notify JB'S TRUCK N' LEGACY before the load is secured. Once the Client tells JB'S TRUCK N' LEGACY 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), JB'S TRUCK N' LEGACY has the right to terminate the agreement between JB'S TRUCK N' LEGACY and the Client.

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Client agrees that they will advise JB'S TRUCK N' LEGACY in a timely fashion should the Client not be available for dispatch more than one (1) day at a time. (If Client is not working for any amount of time, please let us know ASAP so that we do not plan any loads for Client's truck.)

7. Disclaimer

JB'S TRUCK N' LEGACY 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. SPIKEINSURANCE

8. Governing Law

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

9. Jurisdictions and Venue

JB'S TRUCK N' LEGACY and Client hereby consent to and agree to submit to the jurisdiction of the Federal and state courts located in Orleans Parish, Louisiana in connection with any claims or controversies arising out of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as the first date written.

(Company Name)

JB'S TRUCK N' LEGACY LLC

(Company Name)

(Print Contact Name/Title)

(Print Contact Name/Title)

(Signature)

(Signature)

(Date)

(Date)

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AGREEMENT FOR DISPATCH SERVICES
ATTACHMENT "A"

This attachment pertains to the selected level of service noted on Page 1 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 JB'S TRUCK N' LEGACY for cause.

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 Page 1 Section 4 line items 1-9 of this agreement. The cost of this plan is the percentage chosen of the gross revenue (excluding accessorials) per truck enrolled with JB'S TRUCK N' LEGACY. 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 Page 2 Section 5 of this agreement.

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 on 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: _____ DATE: _____

BY: _____

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Limited Power of Attorney Form

I, _____ (Carrier), the undersigned, do hereby grant to _____ (Dispatcher), of **Louisiana**, as my attorney-in-fact, to receive on my behalf information from Direct Shippers and Property Brokers, and to sign freight rate confirmations on my behalf pertaining to such information:

This power of attorney will expire in twelve months from the date signed.

_____ **Signature of Carrier**

_____ **Address of Carrier**

_____ **MC# of Carrier**

The affiant being duly sworn affirms and says that he or she is the signer(s) of the foregoing power of attorney, and that he or she has read the foregoing power of attorney and understands its contents.

Carrier Name: _____
Authorized Party: _____
Signature: _____
Date: _____

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COMPANY PROFILE FORM

Instructions: Please complete this form giving us 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: _____ D/B/A (If Any): _____
 PHYSICAL ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____
 MAILING ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____
 MAIN CONTACT: _____ E-MAIL: _____
 OFFICE PHONE: _____ FAX: _____ CELLPHONE: _____
 EMERGENCY CONTACT: _____ EMERGENCY PHONE: _____
 MC NUMBER: _____ DOT NUMBER: _____ EIN/SS: _____
 SCAC CODE: _____ TWIC CERTIFIED: _____ HAZMAT CERTIFIED: _____

PART 2: EQUIPMENT SECTION

NUMBER OF TRUCKS: _____ COMPANY _____ OWNER OPERATORS _____ NUMBER OF TEAMS: _____
 NUMBER OF TRAILERS: VAN: _____ REEFERS: _____ FLATBED: _____ RGN: _____ STEP DECK: _____ DD: _____
 OTHER TYPES: _____
 TRAILER SIZES: VAN: _____ REEFER: _____ FLATBED: _____ RGN: _____ STEP DECK: _____ DD: _____

DETAILED DESCRIPTION OF EQUIPMENT (I.E. PALLETS, TARPS, OVERSIZE AND WEIGHT LIMITS):

PART 3: SERVICE AREAS OF OPERATION (Check all that apply)

United States: _____ All 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	

Canada (list provinces): _____ Mexico: _____

