

DISPATCHER SERVICE AGREEMENT

I _____, the Owner/Operator of Truck # _____ Trailer # _____, MC # _____ and DOT #, _____ hereby grants authorization/permission to: _____ ("AGENT") to act as my agent for the sole purpose of searching for and booking loads, processing all brokerage paperwork and obtaining/submting all necessary documents required in order to expedite loads and dispatch via telephone, fax or email for my truck, License Plate#, _____, in the state of, _____.

The Client must prior to the implementation of this agreement furnish the following:

- A Copy of Client's Certificate of Authority
- *Proof of Insurance Certificates*
- A signed W-9
- This Agreement form completed, dated, and signed
- I

STATEMENT OF WORK

_____ LVL EXPRESS _____ ("AGENT") will:

- Book loads on the Client's behalf.
- Send rate confirmation to Clients by 6pm.
- Find freight that best matches the profile for the Client.
- Upon the Client agreeing to the load, _____ LVL EXPRESS _____ ("AGENT") will fax to shipper / broker the Clients, Authority, W-9, proof of insurance, and order insurance certificates if required, along with any other required supporting documentation.
- Handle the seng of appointments if necessary.
- Prepare directions to shipper/consignee, if necessary.
- Provide access to our rates and shippers depending on the location of the truck.
- Assist with any problems that arise in the transit of the load when necessary, within our capabilities. Clients are responsible for their own equipment; we can direct you to a service that may be helpful.
- All load information is always available to the Client, _____ LVL EXPRESS _____ ("AGENT") will hold on to the dispatch, accessorial information, etc. unl the load is completed.
- Upon forwarding the final load confirmation, and mailing all documentation to the Client, the services of _____ LVL EXPRESS _____ ("AGENT") have been fully performed.
- Book and communicate load information to drivers between 8am and 7pm Monday –

Friday. Client will reach out to the broker for any issues regarding the load aer 7pm.

- **Obligations of Dispatcher**

1. Dispatcher agrees to handle paperwork, phone, and fax to and from the Broker or Shipper to tender commodities or shipments to Client for transportation in interstate commerce by Client between points and places within the scope of Client's operating authority.

- Dispatcher bears no financial or legal responsibility in the transaction between the Shipper, Client agreement.

- Dispatcher will:
 - Make a 100% effort to keep Clients truck(s) loaded.
 - Clients will be contacted about every load we find, and the driver will Accept or Reject the load. Clients cannot cancel once the load is booked.
 - Invoice the Client at me of service, also provide a copy of each load Confirmation Sheet, Client is being billed for.

- **Obligations of Client and driver**

- Client gives LVL EXPRESS ("AGENT") power of attorney and authority to provide his/her signature for rate confirmation sheets, invoices and associated paperwork necessary for securing cargo and billing purposes.
- Client agrees to collect payment from the Shipper promptly, following receipt of a freight bill and proof of delivery of each shipment to its assigned designation, free of damage or shortage. The amount to be paid by Shipper to Client shall be established between the pares 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 or EMAIL by Shipper to Client. Confirmation will be signed by LVL EXPRESS ("AGENT") and returned via FAX or EMAIL to Shipper.
- In the event of a breakdown, Client is responsible for contacting roadside. We recommend signing up with a roadside company and issuing that contact info to your driver. Client is responsible for payment of any needed repairs.
- Client nor driver is allowed to cancel once a load is booked.
- Client is responsible for obtaining all permits.

CARRIER INITIALS HERE: _____ **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 LVL EXPRESS ("AGENT").

In no event will LVL EXPRESS ("AGENT") 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.

We do not guarantee a minimum gross amount for trucks under our dispatch service, but our weekly gross quota is \$3,000. Each truck, however, is able to gross up more depending on how hard the driver is willing to work. **The fee for our dispatching services will be 7 % of the weekly gross quota.**

Termination

You can cancel at any time for no fee.

CARRIER INITIALS HERE: _____

DISCLAIMER

LVL EXPRESS (‘AGENT’) is NOT responsible for:

- Billing Issues
- Load problems
- Advances (All advances will have to be handled directly between Client and Shipper / Broker)
- Handling and storage of paperwork
- DOT compliance issues
- SPIKE Insurance

GOVERNING LAW

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

JURISDICTIONS AND VENUES

LVL EXPRESS (‘AGENT’) and the Client hereby consent to and agree to submit to the jurisdiction of the Federal and state courts located in Lonoke, Arkansas in connection with any claims or controversies arising out of the Agreement. IN WITNESS WHEREOF, the pares hereto have executed this Agreement as the date written.

Please provide your cell phone/text number here; (_____) _____ &

Your Email Here: _____

Either party has the right to end this agreement without cause at any me with **seven (7) days’ notice by written request.**

By signing below, I fully understand the terms of this agreement.

Carrier Authorization

Authorized Signature

Print Name

Date

("AGENT")

LVL EXPRESS

Authorized Signature

Andre J Scott

Print Name

Andre J Scott

Date