



*Family Vibz Logistics LLC*  
Phone: (833) 464-7770  
email: dburns@fvibzlogistics.com

## ***CARRIER AGREEMENT***

### **1. RECITALS**

This agreement made as of this [ ] day of (month), 20[ ], by and between Family Vibz Logistics LLC here in after referred to as ("FVL") and [ ] (Contact Name) of [ ] (Company Name), hereinafter referred to as Client. Client desires to retain Family Vibz Logistics LLC by executing a Limited Power of Attorney form to find and secure freight for Client and dispatch Client's equipment. **Family Vibz Logistics LLC** and the Client have, upon due consideration, determined that an agreement to their mutual advantage and best interest has been formed, thereby agrees to the terms and conditions listed within this agreement. Prior to the implementation of this agreement, Client MUST furnish to Family Vibz Logistics LLC the following documents:

- 1) The Carrier Agreement (completed, dated and signed)
- 2) A signed and dated Limited Power of Attorney form.
- 3) A Completed Company Profile Sheet.
- 4) A Copy of Client's Certificate of Authority (MC Permit).
- 5) Proof of Insurance Certificates\*\*
- 6) A signed W-9.
- 7) Copy of owner operator's CDL and Driver's CDL License

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

### **2. RELATIONSHIP**

The relationship of CLIENT and **Family Vibz Logistics LLC**, shall, at all times, be that of an independent contractor. **Family Vibz Logistics LLC** shall be the agent working on behalf of the CLIENT to search for loads, book them, dispatch, and handle all paperwork directly with the broker and/or shipper.

### **3. STATEMENT OF WORK**

*Family Vibz Logistics LLC* will:

- 1) Send rate confirmation to Clients by 6 pm.
- 2) Find freight that best matches the profile for the Client.



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- 3) Upon the Client agreeing to the load, FVL LLC will fax or email to the shipper/broker the Clients Authority, W-9, proof of insurance, and order insurance certificates if required, along with other required supporting documentation.
- 4) Handling the setting of appointments if necessary.
- 5) Prepare directions to shipper/consignee if necessary.
- 6) Provide access to our rates and shippers depending on location of the truck.
- 7) Assist with any problems that arise in the transit of the load when necessary, within our capabilities. Client is responsible for own equipment, we can direct you to a service that may be helpful.
- 8) All load information is available to the Client at all times, FVL LLC will hold on to the dispatch, accessorial information, etc. until the load is completed.
- 9) Upon forwarding the final load confirmation, and mailing/emailing all documentation to the Client, the services of FVL LLC have been fully performed.
- 10) Book and communicate load information to drivers between 7 am to 7 pm Monday – Friday. The Client will reach out to the broker for any issues regarding the load after 7 pm.
- 11) Have no financial or legal responsibility in the transaction between the Shipper, Client Agreement.
- 12) FVL LLC will:
  - Make a 100% effort to keep Clients truck(s) loaded.
  - Contact the client about every load we find, and the driver will Accept or Reject the load. The client cannot cancel once the load is booked.
  - Invoice the client at the time service, also provide a copy of each load Confirmation Sheet, client is being billed for.
  - Work within the established parameters of the Clients Company/Carrier Profile sheet. Also notify Client of best-matched loads and will provide a full level of communication with said Client.

#### **4. OBLIGATIONS OF CLIENT/CARRIER**

- 1) Client agrees to pay **Family Vibz Logistics LLC 8%** of the face value of the contract between the Shipper and the Client as stated on the rate confirmation sheet. Client also agree to pay **Family Vibz Logistics LLC 8%** for Dedicated Lanes or Accounts. Client with multiple drivers, under the same MC number will pay **Family Vibz Logistics LLC 6%**. Client further agrees to pay FVL at time of securing cargo.
- 2) Client gives FVL LLC the authority to provide his/her signature for rate confirmation sheets, invoices and associated paperwork necessary for securing cargo and billing purposes.



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- 3) 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 destination, free of damage or shortage. The amount to be paid by Shipper to Client shall be established between the 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 or EMAIL by Shipper to Client. Confirmation will be signed by Family Vibz Logistics LLC and returned via FAX or EMAIL to Shipper.
- 4) Client agrees to text FVL:
- when they arrive at the shipper.
  - once loaded.
  - once they arrive at the receiver.
  - once unloaded from the receiver.
- 5) In the event of a breakdown, the 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.
- 6) Client nor driver is allowed to cancel once a load is booked.
- 7) Client is responsible for obtaining all permits.
- 8) Client agrees to hold Freight Professional and the Shipper harmless from any liability for personal injury or property damage occurring during operation conducted by Carrier pursuant to this agreement.
- 9) Client will be responsible to comply with all applicable state and federal regulations pertaining to the operation of a motor carrier.
- 10) Client specifically agrees that all freight tendered to the shipper by Family Vibz Logistics LLC shall be transported on equipment operated only under the authority of the Client, and that the Client shall not in any manner sub-contract, broker, or in any other from arrange for the freight to be transported by a third party without prior written consent of Family Vibz Logistics LLC.
- 11) Client will be responsible for notifying Family Vibz Logistics LLC of changes to authority, insurance, client profile ownership.
- 12) Client 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.
- 13) Client agrees to provide properly qualified, trained, and licensed drivers to perform the transportation and related services under the this Agreement and each transportation schedule in a safe, efficient and economical manner. Client's personnel are expected to conduct themselves in a professional manner at all times. Also they need to be ascertain and comply with all of the Customer's facility rules and regulations when on the Customer's premises.



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14) Client agrees that they will advise Family Vibz Logistics LLC 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)

## **5. CONSIDERATION**

The Client agrees to pay Family Vibz Logistics LLC as per the agreed percentage and terms in this agreement. The payment week is Sunday through Saturday. Family Vibz Logistics LLC will invoice the Client every **Monday at 7pm EST**. Payments are due every week on **Tuesday at 7pm EST**. If payment isn't received by Wednesday at 7am EST the next load will not be booked. Payments received **two (2) days after** Tuesday at 7pm EST will be subject to a \$150 late fee which be paid in addition to the original invoice amount. After 30 days the account may be placed for collection. Family Vibz Logistics LLC will invoice Client via email giving. Payments will be made out to **Family Vibz Logistics LLC** via **ACH Deposits, Zelle, or Quickbooks**. Once payment is processed the Client will be sent a confirmation receipt via email.

## **6. TERM**

The term of this Agreement shall be effective upon the date signed by both parties to this Agreement and shall continue thereafter automatically on a month to month basis. Subject to the right of either party hereto to cancel the Agreement at any time upon no less than seven (7) days written notice by one party to another. Client must send an email to [dburns@fvibzlogistics.com](mailto:dburns@fvibzlogistics.com).

## **7. DISCLAIMER**

*Family Vibz Logistics LLC* is NOT responsible for:

- 1) Billing Issues.
- 2) Load problems.
- 3) Advances. (All advances will have to be handled directly between the 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) Processing the factoring of any booked loads. This is the sole responsibility of the owner operator or fleet owner.

## **7. 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 if any problems, issues, delays, overages, shortages,



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damages, or billing and collections issues. Unless, you have made arrangements for additional services from Family Vibz Logistics LLC. In no event will FVL 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. 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 more depending on how hard the driver is willing to work.

### **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 or she 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 or her duty status, after the vehicle has been driven for three hours, or after the vehicle has been driven 159 miles whichever comes first. The load inspection procedures do not apply to sealed trailer when the driver been ordered not 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 or the Client. In determining if the defect in loading is patent and



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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.

## **8. GOVERNING LAW**

This agreement shall be governed by and construed in accordance with laws of the State of Georgia without giving effect 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.

## **9. JURISDICTIONS AND VENUES**

**Family Vibz 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:

Print Company Name:

Signature of Representative:

Printed Representative/Title:

Date:

FVL LLC Representative Signature: Demetris Burns

Print Representative/Title: Demetris Burns / CEO



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## AGREEMENT FOR DISPATCH SERVICES

This attachment pertain to pages 2 section 4 line 1, and page 3 sections 5 of this agreement for [REDACTED] (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 **Family Vibz Logistics LLC** 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 pages 1 and 2 section 3 lines 1 – 12 of this agreement. The cost of this service is **8%** of the gross revenue (excluding accessorial) per truck enrolled with **Family Vibz Logistics LLC**. Invoices will be sent out weekly. Payment for this services is to be made in full within **1** day of the invoice date.

**Dedicated Lanes:** All dedicated lanes obtained by **Family Vibz Logistics LLC** are subject to the flat rate of **8%** for the duration of the length of this contract between **Family Vibz Logistics LLC** and the Client.

**Multiple Drivers:** The service for a Carrier with multiple drivers will be subject to pay a flat rate of **6%**.

**NON-SOLICITATION:** Client agrees not to solicit traffic from shipper, consignor or customer of **Family Vibz Logistics LLC** dispatch service where the carrier transports loads, or is made aware of such traffic, as a result of **Family Vibz Logistics LLC** dispatching 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 the termination of this AGREEMENT for any reason. in the event of non-compliance with the specific provisions of this paragraph, CLIENT upon discovery is breach, will be liable to **Family Vibz Logistics LLC** one hundred 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.

CARRIER: [REDACTED] DATE: [REDACTED]





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## Limited Power of Attorney Form

This Limited Power of Attorney Agreement is made effective on [ ] (date) between **Family Vibz Logistics LLC**, a company established under the laws of the State of Georgia and hereinafter referred to as DISPATCHER, and [ ], with a MC#

[ ] and/or DOT# [ ], which is hereinafter referred to as Client. Client hereby appoints the DISPATCHER as Attorney-in-fact (Agent). DISPATCHER's agents shall have full power and authority to act on Client's behalf. This power and authority shall authorize the DISPATCHER to manage and conduct affairs and to exercise all rights and powers for the specific purpose of contacting loads of freight to be hauled by [ ]. Client is giving and granting said dispatcher of **Family Vibz Logistics LLC** full power and authority to do and perform every and all acts that is necessary with the scope of the specific term (set out herein). **Family Vibz Logistics LLC's** powers shall include, but not be limited to the power to:

- Providing professional dispatching services, including the power to contact drivers, shippers, and brokers on Client's behalf for cargo.
- Transferring paperwork such as carrier packets, rate confirmations, insurance certificates, invoices, and all other necessary paperwork to shippers and brokers.
- Signing and executing rate confirmations and other documents for freight.

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. This Power of Attorney shall become effective immediately and shall remain in full force until revoked by Client in writing. Client understands that such revocation is to be sent in writing, by emailing [dburns@fvibzlogistics.com](mailto:dburns@fvibzlogistics.com). Client understands that should a written revocation be sent to [dburns@fvibzlogistics.com](mailto:dburns@fvibzlogistics.com) that a confirmation/receipt of the email will be sent to Client.

In witness whereof, the parties hereto have executed this agreement on the date below.

Client's Name: [ ]

Signature: [ ]

Printed Name: [ ]

Title: [ ]

Date: [ ]

DISPATCH: **Family Vibz Logistics LLC**

Signature: Demetris Burns

Printed Name; Demetris Burns

Title: CEO

Date: [ ]





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## Carrier Profile Sheet

General			
Company Name:	<input type="text"/>	Main Phone:	<input type="text"/>
Address:	<input type="text"/>	Secondary Phone:	<input type="text"/>
City, State, Zip Code:	<input type="text"/>	Contact Name:	<input type="text"/>
Federal ID#:	<input type="text"/>	E-mail:	<input type="text"/>
Motor Carrier#:	<input type="text"/>	Fax:	<input type="text"/>
US DOT#:	<input type="text"/>	Home Time Request:	<input type="text"/>
Trailer Type(s):	<input type="text"/>	Home City:	<input type="text"/>
Trailer Size(s):	<input type="text"/>	Max Weight You Desire to Haul:	<input type="text"/>

Areas Of Operations					
Origin&Zone	Yes	Origin&Zone	Yes	Origin&Zone	Yes
All States	<input type="checkbox"/>	Z4 (IN, KY,MI,OH)	<input type="checkbox"/>	Z9 (CA,OR,WA)	<input type="checkbox"/>
Z0 (CT,ME,MA,NJ,NH,RI,VT)	<input type="checkbox"/>	Z5 (IA,MN,MT,ND,SD,WI)	<input type="checkbox"/>	States NOT preferred	
Z1 (DE,NY,PA)	<input type="checkbox"/>	Z6 (IL,KS,MO,NE)	<input type="checkbox"/>	<input type="text"/>	
Z2 (MD,NC,SC,VA,WV)	<input type="checkbox"/>	Z7 (AR,LA,OK,TX)	<input type="checkbox"/>		
Z3 (AL,FL,GA,MS,TN)	<input type="checkbox"/>	Z8 (AZ,CO,ID,NV,NM,UT,WY)	<input type="checkbox"/>		

Rate Per Mile Information	
Please provide us with your ideal (reasonable) rate per mile request. We understand that several factors may change this information at any point in time.	
Ideal rate per mile:	<input type="text"/>



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### Additional Preferences & Requests

### Factoring Information

*If your trucking company utilizes a factoring service, please provide the following information:*

<b>Factoring Service:</b>	<input type="text"/>	<b>Contact Name:</b>	<input type="text"/>
<b>Address:</b>	<input type="text"/>	<b>E-mail:</b>	<input type="text"/>
<b>City:</b>	<input type="text"/>	<b>Phone:</b>	<input type="text"/>
<b>Zip:</b>	<input type="text"/>	<b>Fax:</b>	<input type="text"/>
<b>State:</b>	<input type="text"/>	<b>Web:</b>	<input type="text"/>
<b>Login:</b>	<input type="text"/>	<b>Password:</b>	<input type="text"/>

### Truck Drivers Information

Truck#	Trailer#	Type	Year	Driver Name	Driver Cell	Driver E-mail
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Referrals					
<i>List 4 Owner Operators with own authority who you believe would benefit from our service: *Referral Fee \$100* (Rules apply)</i>					
Name:	<input type="text"/>	Phone:	<input type="text"/>	E-mail:	<input type="text"/>
Name:	<input type="text"/>	Phone:	<input type="text"/>	E-mail:	<input type="text"/>
Name:	<input type="text"/>	Phone:	<input type="text"/>	E-mail:	<input type="text"/>
Name:	<input type="text"/>	Phone:	<input type="text"/>	E-mail:	<input type="text"/>