

Agreement for Dispatch Services

1. RECITALS.

This agreement made as of this [REDACTED] (day) of [REDACTED] (month),

2024 By and between Xpedite Hub LLC and (Contact Name) [REDACTED]

[REDACTED] of (Company Name), hereinafter referred

to as a "client".

Whereas, Client is a Carrier/Owner Operator, desiring to retain Xpedite Hub LLC to provide dispatch services.

Whereas, Xpedite Hub LLC is a transportation dispatcher handling the necessary paperwork between shippers and the client.

The Client must, prior to the implementation of this agreement, furnish Xpedite Hub LLC with the following:

1. A clear copy of clients Certificate of authority

2. Proof of insurance Certificates, Certificate of Insurance (COI)

3. A signed W-9

4. This carrier agreement form completed, signed and dated

5. Notice of Assignment from factoring company, (NOA), if applicable

2. STATEMENT OF WORK

Xpedite Hub LLC will:

1. Book loads on client's behalf.
2. Send rate cons to clients by 6 pm.
3. Find freight that best matches the Clients profile.
4. Upon client agreeing to the load, Xpedite Hub LLC will fax/send to shipper/ broker the Clients Certificate of Authority, W-9, Certificate of Insurance and order certs of insurance, if necessary, along with any other required supporting documents
5. Handle setting of appointments, if necessary.
6. Prepare directions to shipper/consignee, if necessary.
7. Provide access to our rates and shippers depending on location of truck. 8. Assist with any problems that arise with the transit of the load, when necessary, within our capabilities. Client is responsible for own equipment! We may be able to direct you to a service that may helpful.
9. All load information is available to the Client, at all times. Xpedite Hub LLC will hold on to the dispatch, accessorial information, etc. until the load is completed.
10. Upon forwarding the final load confirmation, Bill of Lading and any other required documents for current load to the Client, Xpedite Hub LLC has fully performed their services.
11. Book and communicate load information to driver between 8am and 7pm (PST) Monday through Friday. Client will reach out to broker for any issues regarding the load after 7 pm.

A. 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 the clients operating authority.
2. Dispatcher bears no financial or legal responsibility in the transaction between the Shipper/Client agreement.
3. Dispatcher will:
 - a. Make 100% effort to keep Client's truck(s) loaded.
 - b. Client will be contacted about every load we find/offer and the

driver will accept/reject

the load. Client/Driver cannot cancel the load once its booked.

c. Invoice the Client at the time of service, also provide a copy of each load confirmation sheet that the Client is being billed for.

B. Obligations of the Client

1. Client gives Xpedite Hub LLC authority to provide his/her signature for rate confirmation sheets, invoices and associated paperwork necessary for securing cargo and billing purposes.

2. Client agrees to collect payment from Shipper promptly, following a receipt of a freight bill and Proof of Delivery, (POD), of each shipment to its assigned destination, free of damage and 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, detailing the rate to be paid and details of shipment will be supplied electronically by Shipper to Client. Confirmation will be signed by Xpedite Hub LLC and returned to Shipper via electronic methods.

3. Client agrees to text Xpedite Hub LLC when they arrive at the shipper.

4. Client agrees to text Xpedite Hub LLC once loaded.

5. Client agrees to text Xpedite Hub LLC when they arrive at the receiver.

6. Client agrees to text Xpedite Hub LLC once unloaded. 7. In the event

of a breakdown, Client is responsible for contacting

roadside. We HIGHLY recommend signing up with a roadside company and issuing the contact information to your drivers. Client is responsible for any repairs needed.

8. Client nor driver is allowed to cancel a load once it is booked.

9. Client is responsible for obtaining all permits.

3. CONSIDERATIONS

- 8% gross per load is required to be paid to Xpedite Hub LLC, as per the conditions of this agreement. - Xpedite Hub LLC will invoice the Client as per the terms of the agreement via Quickbooks or another invoicing service.

- Payments can be made to Xpedite Hub LLC by Quickbooks, Paypal, Apple Pay, Wires ACH Deposits. Venmo or Cash App are NOT accepted. - Once payment is processed, the Client will send confirmation receipt via email.

4. ADDITIONAL PROVISIONS

Once a load has been set up for the client and all information is 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 Xpedite Hub LLC.

In no event will Xpedite Hub 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 \$5000. Each truck, however, is able to grow up more depending on how hard the driver is willing to work. **A.**

Agreement Term

Professional courtesy is expected! There is no contract that states that the Client must work with Xpedite Hub LLC for any particular amount of time There are no deposits! This is simply a document stating the expectations of businesses working together. Either party can verbally and respectfully decide on other options as they see fit for their business. Signing this document ensures the client agrees to pay, on time, for loads dispatched. **B. 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 stability or maneuverability is affected. All vehicle structures, systems, parts and components used to secure cargo must be in proper working order with no

damage or weakened components that will adversely affect their performance. Cargo must firmly be immobilized or secured on or within a vehicle by structures of adequate strength, dunnage or dunnage bags, shoring bags, 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 vehicles front end structure. any vehicle having a load or component which extends beyond the size more than 4 inches or more than four feet beyond the rear must have the extremities marked with a red or orange fluorescent a 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 two feet in width, two flags must be used at the extreme width and length on each side of the load.

C. Responsibilities for proper loading

A driver cannot operate a commercial vehicle unless, one the cargo is properly distributed and adequately secured, two the means of fastening the cargo is secured, and three, the cargo does not obscure the driver's view or 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 end it's load securing devices within the first 50 miles after beginning a trip and adjusted low securing devices as needed. The driver must also reexamine the cargo and it securing devices when he makes a change of his duty status, after the vehicle has been driven for three hours, or the vehicle has been driven 150 miles whichever comes first period the load inspection procedures do not apply to a sealed trailer when the drivers and 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 lowering 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 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, the court will take into consideration the experience of the driver and whether the driver is given assurances by these shipper's employees that there is no defect in the loading of the cargo. A motor client cannot be held liable perform properly loading the seal 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.

5. DISCLAIMER

Xpedite Hub LLC is not responsible for:

1. Billing issues
2. Loading 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

6. GOVERNING LAW

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

7. JURISDICTIONS AND VENUES

Xpedite Hub LLC and the client hereby consent to and agree to submit to the jurisdiction of the federal and 24 courts located in Mississippi in connection with any claims or controversies arising out of the agreement. In witness thereof, the parties hereto have executed this agreement as the date written

Date:

Company Name:

Carrier Name:

Carrier Signature: X

Xpedite Hub Representative Name: Ta Tiana Grant

:
Xpedite Hub Representative Signature: X

8. CARRIER PROFILE FORM

Carrier Name:

Company Name:

Motor Carrier #:

US DOT#:

Contact Name:

Phone #:

Cell #:

Fax #:

Email Address:

Emergency Contact Name:

Emergency Contact Number:

Drivers License State/#

Endorsements: Circle all that apply

HAZMAT: Yes or No

TANKER: Yes or No

DOUBLES: Yes or No

TWIC: Yes or No

Other:

Home Address: [REDACTED]

City: State: Zip Code:

[REDACTED]

Mailing Address: [REDACTED]

City: State: Zip: [REDACTED]

FACTORING COMPANY:

Please email a copy of your Notice Of Assignment to Xpeditehub@gmail.com (if applicable):

Dispatch services provided will include the submission of your BOL/RateCon and all signed documents to the factoring company for your payout. Please provide the login information for your factoring company below:

Factoring Company Name: [REDACTED]

User Login: [REDACTED]

Password: [REDACTED]

Carrier Signature:

Date:

Desired payout (**CIRCLE ONE**):

Factoring Standard: YES or NO

Factoring (Wire/Quick Pay): YES or NO

DESIRED ROUTE:

Circle all that apply:

Regional: YES or NO

OTR: YES or NO

Intrastate: YES or NO

Circle all that apply:

What regions do you desire to work in: **CIRCLE:**

West: YES or NO

East: YES or NO

South: YES or NO

North: YES or NO

What states are non preferable?

What days of the week do you desire to be home?

Check all that apply: **CIRCLE:**

Sunday: YES or NO

Monday: YES or NO

Tuesday: YES or NO

Wednesday: YES or NO

Thursday: YES or NO

Friday: YES or NO

Saturday: YES or NO

Maximum scale amount: [REDACTED] Minimum scale

amount: [REDACTED] Desired RPM: [REDACTED] Minimum RPM: [REDACTED]

EQUIPMENT:

Carrier must provide photos of ALL equipment listed below, send photos to Xpeditehub@gmail.com

Truck Type: [REDACTED]

Additional Equipment: Circle:

Load Bars

- 0
- 1
- 2
- 3
- 4
- 5+

Chains: Circle:

- 0
- 1
- 2
- 3
- 4
- 5+

Straps: Circle:

- 0
- 1
- 2
- 3

4

5-10

Binders: **Circle:**

0

1

2

3

4

5+

Blankets: **Circle:**

0

1

2

3

4

5+

Tarps: **Circle:**

0

1

2

3

4

5+

Pintle Hitch: **YES or NO** Pallet Jack: **YES or NO** Additional comments

or notes: **_____**



**CREDIT CARD
AUTHORIZATION FORM Company Name:**

Carrier Name: [REDACTED]

Billing Address: [REDACTED]

City: State: [REDACTED]

Zip Code: [REDACTED]

Phone #: [REDACTED]

CREDIT CARD INFORMATION:

Card#: [REDACTED]-[REDACTED]-[REDACTED]-[REDACTED]

Expiration Date: [REDACTED]-[REDACTED]

Security Code: [REDACTED]

Zip Code: [REDACTED]

Name on card: [REDACTED]

CREDIT CARD AUTHORIZATION CONTINUED

XPEDITE HUB LLC will keep this information on file, it will not be used without prior

authorization of the below client/carrier.

Name: [REDACTED]

agrees to provide this information for payment purposes only. Payments will be processed on "Friday" and this card will be charged for the balance of all invoices due at that time. This card will be a part of your profile and remain private and confidential.

I fully understand these terms and agree to them.

Name: [REDACTED]

Date: [REDACTED]

Signature: [REDACTED]

LIMITED POWER OF ATTORNEY

I, [REDACTED]

, the undersigned, do hereby grant to Ta Tiana Grant, of Xpedite Hub LLC located at 6080 Center Drive Suite 600 Los Angeles, CA 90045, as my attorney-in-fact, to receive on my behalf information from Direct Shippers and Property Brokers, complete carrier packets and broker agreements, obtaining certificates of insurance, processing freight invoices and bill of ladings, to sign freight rate confirmations on my behalf, and dispatch said company equipment and all services outlined in the Xpedite Hub LLC Agreement between Client and Agent.

This power of attorney will expire when requested by the client.

Motor carrier MC#: [REDACTED]

US DOT#: [REDACTED]

Date: [REDACTED]

Motor Carrier Address: [REDACTED]

[REDACTED]

Motor Carrier Signature: X [REDACTED]

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.

Motor Carrier Name: [REDACTED]

Authorized Party: [REDACTED]

Signature: [REDACTED] Date: [REDACTED] / [REDACTED]