



Dispatch Service Agreement

This Agreement is made this _____, between **Stoutmire Associates LLC. D/B/A Dispatch Next Load** (COMPANY) and _____ (MC _____) which address is

collectively referred to as (CLIENT or CARRIER) as follows:

- 1. CLIENT'S General Duties.** CLIENT in a good manner will deliver consumer items and freight cargo items for brokers and customers and perform such other transportation and related services as may be necessary to serve customers. Insure safety and compliance during operation.
- 2. COMPANY'S General Duties.** COMPANY will assist with all aspects of freight booking process for a CLIENT. COMPANY will act as CLIENT'S non-exclusive representative when dealing with Brokers and complete any necessary documentation on behalf of CLIENT as outlined in **Exhibit A**.
- 3. Duration.** This Agreement shall become effective on the date inserted in the first sentence of this agreement and shall remain in effect for a period of one (1) month. Thereafter, it shall be effective from month to month unless sooner terminated in accordance with paragraph 4.
- 4. Termination.** This Agreement may be terminated at any time: (a) by mutual consent; (b) by the insolvency of CLIENT due to non-payment as outlined in Exhibit B; (c) without cause upon either party giving the other (7) days written notice of termination; or (d) with cause upon the breach of this agreement by either of the parties.
- 5. Payment.** CLIENT shall pay COMPANY for services provided as outlined in Exhibit B.
- 6. Equipment.** CLIENT will provide its own equipment.
- 7. Insurance.** CLIENT will carry at its own expense physical damage, bobtail, cargo and liability insurance upon any vehicles or other equipment used by it in carrying out its duties under this agreement.
- 8. Labor and Hold Harmless.** CLIENT shall, at its own expense: (a) furnish whatever labor is necessary to provide delivery services to BROKERS AND SHIPPERS, and (b) provide Worker's Compensation and Employer's Liability Insurance if necessary. CLIENT shall also be responsible for payment of wages and social security and withholding taxes for any of its employees. CLIENT shall hold COMPANY harmless from any liability resulting from injury or death of any persons including but not limited to driving, operating, repairing, maintaining,



EXHIBIT "A" OF DISPATCH SERVICE AGREEMENT

COMPANY'S DESIGNATION:

By signing this Exhibit Client provides written consent to the Company to act on their behalf as Dispatcher (and be listed on Carrier-Broker Agreements as Dispatcher or Manager of Logistics/Operations). In such capacity Company has the right to perform following duties:

- Contact Brokers on behalf of the Carrier to acquire information on available freight and conditions
- Sign Broker-Carrier agreements on behalf of the Carrier
- Negotiate the rates and sign rate confirmations on behalf of the Carrier
- Set up accounts with leading load boards for purpose of searching and "truck posting" for Carrier
- Conduct communication with Freight Brokers on behalf of the Carrier

Client's Acceptance:

I _____ have read and I understand and agree to the term and conditions listed above.

Signature: _____ Date: _____

Company's Acceptance:

Signature: _____ Date: _____



EXHIBIT "B" OF DISPATCH SERVICE AGREEMENT

COMPANY'S COMPENSATION:

By signing this Exhibit Client agrees to pay Company every week as following (please select one):

Option 1

- TBD of the loads gross revenue booked by the Company for Client

Total of 5% of the loads gross revenue booked by the Company from Monday through Sunday will be charged following Monday to Client's credit or debit card.

Option 2

- TBD weekly "pay in advance" flat fee per truck

Total of TBD per truck will be charged every Monday to Client's credit or debit card until this agreement is terminated.

Option 3

- TBD flat fee per load

Flat fee of TBD per each load booked by the Company from Monday through Sunday will be charged following Monday.

Client's Acceptance:

I _____ have read and I understand and agree to the term and conditions listed above.

Signature: _____ Date: _____

Company's Acceptance:

Signature: _____ Date: _____