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DUNS: 104080496
EIN: 85-2421893

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*****AGREEMENT FOR DISPATCH SERVICE*****

1. RECITALS

This agreement made as of this (_____) day of (_____), 2020, by and between The Logistix Savant, LLC & (_____) and (_____) (MC# _____), hereinafter referred to as (_____) of (_____), hereinafter referred to as the client.

Whereas the client is a Freight Transportation Company, desiring to retain The Logistix Savant, LLC to provide dispatch services.

Whereas The Logistix Savant, LLC is a transportation dispatcher handling the necessary paperwork between shippers and the Client for a percentage fee of the Gross of the load and to be paid weekly by client's factoring company or to pay by billed invoice from The Logistix Savant, LLC.

*****Percentage Rate Agreement Fee*****

- { } 10 % PAY PER LOAD SEMI-POWER ONLY**
- { } 10% PAY PER LOAD SEMI-DRY VAN, REEFER, FLAT BED OR STEP DECK**
- { } 10% PAY PER LOAD HOTSHOT 35FT TO 40 FT**
- { } 12% PAY PER LOAD HOTSHOT 24 FT TO 30 FT**
- { } 13% PAY PER LOAD BOX TRUCKS (SEASONAL)**
- { } 13% PAY PER LOAD DEDICATED LANES**
- { } 1.5% INVOICING (ADDITIONAL OR ONLY INVOICING SERVICE PER LOAD)**

*****Dedicated Lanes Clause: A 13% fee still applies for any dedicated lanes obtained by The Logistix Savant, LLC*****

*****Payments are due every week by Friday at 5pm. Any payments not made by this time will result in no loads being booked until balance is paid in full. There is also a \$100 late fee for late payments.**

*****Further non-payment will result in an additional \$25 a day fee & termination of this agreement effective immediately.**

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*****The Logistix Savant, LLC reserves the right to be the only dispatch service the carrier/owner operator is partnered with at any given time. We will inform Carrier/Owner Operator of all loads prior to booking and they reserve the right to accept or decline any load*****

*****Canceled Load Clause: Any canceled (by the driver or shipper/broker) loads will still incur half of our original pricing fee.*****

The Client must prior to the implementation of this agreement furnish to The Logistix Savant, LLC the following:

- Copy of Client's Certificate of Authority/MC#
- Proof of Insurance Certificates**, _____ as a Certificate holder. Our address is: _____ **we require at least \$1,000, 000 in Liability and at least \$100,000 in Cargo coverage.
- A signed W-9.
- This Agreement form completed, dated, initialed and signed.
- \$250 to \$500 Deposit (Will go towards last week of service) (DEPOSIT FEE WAIVED)
- Carrier questionnaire completed in its entirety
- Signed and dated Power of Attorney
- Signed and dated Non-compete
- Access to any Load Boards
- Your factoring company's name, address, and contact information (copy of NOA)
- Adobe fill and sign (app) or PDF filler

2. STATEMENT OF WORK: The Logistix Savant, LLC will:

- A. Book loads on the Client's behalf.
- B. Send rate confirmation to Clients by 6pm.
- C. Find freight that best matches profile for the Client.
- D. Upon the Client agreeing to the load, The Logistix Savant, LLC will fax to: shipper / broker the Clients, Authority, W-9, proof of insurance, and other insurance certificates if required, along with any other required supporting documentation.
- E. Handle the setting of appointments if necessary.
- F. Prepare directions to shipper/consignee, if necessary.
- G. Provide access to our rates and shippers depending on the location of the truck.
- H. Assist with any problems that arise in the transit of the load when necessary, within our capabilities. The client is responsible for their own equipment; we can direct you to a service that may be helpful.
- I. All load information is available to the Client at all times, The Logistix Savant, LLC will hold on to the dispatch, accessorial information, etc. until the load is completed.
- J. Upon forwarding the final load confirmation, and mailing all documentation to the Client, the services of The Logistix Savant, LLC have been fully performed.
- K. Book and communicate load information to drivers between 8am and 7pm Monday – Friday. The client will reach out to the broker for any issues regarding the load after 7pm.

3. OBLIGATION OF DISPATCHER:

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A. 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.

B. Dispatcher bears no financial or legal responsibility in the transaction between the Shippers, Client agreement.

C. Dispatcher will:

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

4. OBLIGATION OF CLIENT AND DRIVER:

A. Client gives The Logistix Savant, LLC 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.

B. 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 The Logistix Savant, LLC/Client and returned via FAX or EMAIL to Shipper.

C. 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.

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

E. The client is responsible for obtaining all permits.

5. CONSIDERATION:

The Client agrees to pay The Logistix Savant, LLC, a deposit of two hundred and fifty (\$250.00) Dollars which is required to be paid before the initial dispatch and will also serve as payment towards your last week of service (Deposit Fee Waived at this time). These rates will be required to be paid to The Logistix Savant, LLC as per the conditions of the agreement. (i.e. a 30-day subscription). A 5-day grace period will be allowed before the account becomes overdue. At 13 days the account will be suspended and a reactivation fee of \$200 will apply in addition to any overdue fees. After 30 days the account may be placed for collection. The Logistix Savant, LLC will invoice the Client as per the terms of the agreement via Email, U.S. Mail or faxing said invoice. Payment can be made by: Paypal, QuickBooks, Apple Pay, Wires, ACH Deposits, Certified Check, or Money Order. Cash App nor Venmo is accepted. Once the payment is processed the Client will be sent a confirmation receipt via email, fax, or US Mail.

6. ADDITIONAL PROVISIONS:

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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 The Logisitix Savant, LLC.

In no event will The Logisitix Savant, 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, can gross up more depending on how hard the driver is willing to work.

7. TERMINATION:

- **Our contract term is between 3 to 6 months minimum and may be renewed approaching the 6-month deadline (NO CONTRACT TERM AT THIS TIME).**
- **The client may terminate this agreement within 30 days without penalty. The Logisitix Savant, LLC may terminate this agreement at any time without notice.**
- **Contracts terminated by Client after 30 days and before the 6-month minimum will forfeit their deposit (NO CONTRACT TERM AT THIS TIME).**

8. LOADING PROCEDURE:

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.

9. 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 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 duty

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status, after the vehicle has been driven for three hours, or after the vehicle has been driven 150 miles whichever comes first. The load inspection procedures do not apply to a sealed trailer when the driver has 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 of the Client. In determining if the defect in loading is patent and 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.

10. DISCLAIMER: The Logistix Savant, LLC IS NOT RESPONSIBLE FOR:

- A. Billing Issues
- B. Load problems
- C. Advances (All advances will have to be handled directly between Client and Shipper / Broker)
- D. Handling and storage of paperwork (All documents will be sent to Client unless other arrangements are made)
- E. DOT compliance issues.
- F. SPIKE in Insurance

11. GOVERNING LAW:

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

12. JURISDICTIONS AND VENUES:

The Logistix Savant, LLC and the Client hereby consent to and agree to submit to the jurisdiction of the Federal and state courts located in Troy, NY. 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.

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Date:

_____ (Print Company Name)

_____ (Signature of Representative)

_____ (Print Representative Name/Title)

Date:

The Logistix Savant, LLC.

_____ (Signature of Dispatch service Representative)

_____ (Print Representative Name/Title)

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*****POWER OF ATTORNEY*****

POWER OF ATTORNEY I, _____, the undersigned, do hereby grant to _____, of _____ located at _____, 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 Motor Carrier

Address of Motor Carrier

MC# of Motor 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. Motor Carrier Name:

Authorized Party:

Signature:

Date: ____ / ____ / ____

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Name:

Date:

INITIAL CARRIER QUESTIONS:

1. How long have you been a carrier?
2. What is your home/base city, state?
3. What location would you prefer, regional or OTR?
4. Is there an area that you want to avoid during travel?
5. Is there any freight that you are against hauling?
6. How often would you like to return home?
7. What is your expected weekly income?
8. How long have you had your MC#/Authority?
9. Do you have any qualifications (i.e. hazmat)?

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10. What type of truck do you have? Dry van/reefer/flatbed/hot shot? Please list specs of truck and equipment:
11. Please list (5) references (who have you delivered for previously):
12. Are you interested in dedicated lanes?
13. What is your break-even point/amount? (minimum amount needed to make a profit)
14. Have you ever used a dispatching service before? If so, what are you looking for specifically? What are your expectations?
15. Have you ever worked with a factoring company previously? How do you want to be paid?
16. Who is your insurance carrier, and what is the total amount covered up to, \$1 million?
17. Tarps, Pulley, ramp, chains/chain binder, and tie downs available and well maintained? (for hot shot, step decks and flatbeds)
18. Can you please send a photograph of your hotshot/trailer?
19. What is comfortable weight to haul up to, up to 18K? Some carriers feel more comfortable with 14k to 18k. The lighter the load the less gas you will be using.
20. What state did your business get incorporated?
21. DOT#: MC#: W9: (recently signed)
22. What type of ELD device are you using?
23. Does your driver have a felony? If so how old? (Felons will not be permitted onto some military bases for loads).

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Notes

THE LOGISTIX SAVANT, LLC

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