

HANZY LOGISTICS,LLC
DISPATCHING SERVICE
OFFICE: (510) 925-2070
info@hanzylogistics.com

Carrier Set-up Requirements

Welcome to the Hanzy Logistics Team! We are pleased that you have decided to grant us the permission to act as your dispatching service provider representing your company in the arena of covering your truck(s) and/or delivering the administrative functions, which is no small deal or transaction. We understand how important your business is to you. You have made a wise decision; we will represent you with integrity, professionalism and pride in all that we do!

To get enrolled in our program, please complete, sign and return the following items by email to info@hanzylogistics.com, or fax at (800) 898-8842

- Completed and signed Dispatch Agreement
- Limited Power of Attorney
- Carrier's Company Profile Sheet
- Truck Operation Form
- Copy of Carrier's Authority (Canadian or Mexico Authority if applicable)
- Copy of your DOT#
- Copy of your W-9
- CARB Compliance Certificates (required in CA)
- Completed Safety Evaluation Form & New Entrant Safety Audit Report (Unrated Carriers)
- Copy of Workmen's Compensation and Occupational Accident Policies
- Copy of insurance certificate. (We require \$100,000 in Cargo and \$1,000,000 in Liability)

Once your paperwork is processed you will be contacted promptly with all pertinent information and your Customer ID.

For questions/concerns regarding Hanzy Logistics, LLC requirements please contact us at: info@hanzylogistics.com

Thank you for choosing Hanzy Logistics!

Agreement for Dispatch Services

1. Recitals

This agreement made as of this _____ day of _____ 20____ by and between Hanzy Logistics and _____ (Company Name), hereinafter referred to as 'Client', desires to retain Hanzy Logistics by executing a Limited Power of Attorney form to find and secure freight for Client and dispatch Client's equipment. Prior to the implementation of this agreement Client must furnish to Hanzy Logistics the following documents:

1. This Agreement form completed, dated and signed
2. A signed Limited Power of Attorney form
3. A completed Company Profile Sheet
4. Truck Operation Form
5. Copy of Client's Authority
6. Copy of DOT#
7. A signed W-9
8. A list of any established references (at least three)
9. Proof of insurance certificates.**
** (We require at least \$100,000 in Cargo and \$1,000,000 in Liability)

2. Percentage Rate Agreement (Please check plan preferred; rate is decreased depending on fleet size)

- ☐ 9% Pay Per Load SEMI- Power Only
- ☐ 10% Pay Per Load SEMI- Dry Van, Reefer, Flat Bed, or Step deck
- ☐ 10% HotShot 35 foot-40 foot
- ☐ 12% HotShot 24 foot -30 foot
- ☐ 12% PART-TIME- part time trucks are charged more if you choose not to use us on every load. It takes time away from the dispatcher finding loads for full-time trucks.
- ☐ 14% PART-TIME Hotshot 24 foot- 30 foot

3. Effective Date

The Agreement shall be in effect upon the date signed by both parties to this Agreement and shall be in effect until the revocation of the Limited Power of Attorney or until notice is given by Hanzy Logistics. Client must send notification by electronic mailing said Revocation Notice to: Hanzy Logistics at info@hanzylogistics.com, or faxing said Revocation Notice to (800) 898-8842

4. Statement of the Work

Hanzy Logistics will:

1. Find freight that best matches profile for the Client.
2. Contact Client with load matches and go over options.
3. Fax to shipper/broker the Client's Authority, W-9, proof of insurance, and order insurance certificates, if required, along with any other required supporting documentation upon the Client agreeing to take a load.
4. Handle the scheduling of appointments, if necessary.
5. Provide the driver with all dispatch instructions for pickup, transit and delivery.
6. Assist with any problems that arise in the transit of the load, when necessary, if within our capabilities. The Client is responsible for their own equipment. We can try to direct Client to a service that might be of help.
7. Hold on to the dispatch, accessory information, etc. until the load is completed. Once completed Hanzy Logistics will mail or fax all documents to the Client.
8. Forward the final load confirmation and mail all documentation to the Client, concluding that all services have been performed in full.

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5. Consideration

The client agrees to pay Hanzy Logistics as per the agreed quotes and terms, as stated in Section 2 of this agreement. This agreed term rates will be required to be paid to Hanzy Logistics as per the conditions of the agreement. A five (5) day grace period will be allowed before the account becomes overdue. At ten (10) days the account will be suspended and a reactivation fee of \$50 will apply in addition to any overdue fees. After 30 days the account may be placed for collection. Hanzy Logistics will invoice Client as per the terms of the agreement via Email, U.S. Mail or faxing said invoice. **Payment can be made to: Hanzy Logistics by Credit Card, Debit Card, PayPal, Zelle, Venmo, CashApp and banktransfer.**

6. Additional Provisions

Once services on Page 1, Section 4, line 8 are completed, it will be the responsibility of the Client to handle, directly with the shipping party, any overages, shortages, damages, or billing and collections issues.

In no event will Hanzy Logistics 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.

Client agrees to hold harmless, before, during and after the contract, all direct or indirect damages resulting from Client hauling of shipper's freight. This includes, but is not limited to loading and unloading problems or issues, delays, overages, shortages, damages, and billing and collection issues and hours of services.

Client will be responsible for notifying Hanzy Logistics of changes to authority, insurance, client profile or ownership.

Hanzy Logistics will work within the established parameters of the Clients Company/Carrier Profile.

Hanzy Logistics will notify Client of best-matched loads for approval prior to making haul commitment.

Hanzy Logistics will fax all necessary documentation to the broker/shipper directly, along with final approval once Client or designated representative has approved load.

Hanzy Logistics will notify Client of load required qualifications or additional insurance necessary. Hanzy Logistics will furnish to Client necessary information for qualification of insurance required.

In the event that Hanzy Logistics books a load with the Client's approval and/or matching the Client's truck posting, the Client agrees to pay Hanzy Logistics as agreed in Section 2 of this Agreement for services rendered. NOTE: To avoid charges for unavailable equipment, it is imperative to notify Hanzy Logistics immediately if the truck is loaded from another source or no longer available for any reason. If Client does not give the proper notice that the truck is no longer available, Client may be subject to a \$50 fine that MUST be paid BEFORE we can accept any further opportunities for the truck.

Client agrees that if a higher line haul rate is needed for the shipment they will notify Hanzy Logistics BEFORE the load is secured. Once the Client tells Hanzy Logistics they will accept the shipment at a specific rate, this is verbal acceptance and the load is secured. Should the carrier back out or ask for more money after the load has been secured, there will be a penalty of \$100 for the first occurrence and \$200 for the second occurrence that MUST be paid before we can accept another load on the Client's behalf. If this happens more than twice (2), Hanzy Logistics has the right to terminate the agreement between Hanzy Logistics and the Client.

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Client agrees that they will advise Hanzy Logistics 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.)

7. Disclaimer

Hanzy Logistics is NOT responsible for:

1. Billing Issues.
2. Load problems.
3. Advances. (All advances will have to be handled directly between 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. SPIKE INSURANCE

8. Governing Law

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

9. Jurisdictions and Venue

Hanzy Logistics and Client hereby consent to and agree to submit to the jurisdiction of the Federal and state courts located in Alameda County, California 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.

_____ (Print Company Name)	<u>HANZY LOGISTICS</u> (Print Company Name)
_____ (Signature of Company Officer)	_____ (Hanzy Logistics Representative)
_____ (Print Company Officer's Name)	_____ (Print Representative Name)
_____ (Company Officer's Title)	_____ (Company Officer's Title)
_____ (Date)	_____ (Date)

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**AGREEMENT FOR DISPATCH SERVICES FROM HANZY LOGISTICS, LLC
ATTACHMENT "A"**

This attachment pertains to the selected level of service noted on Page 1 Section 2 of this agreement for 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 Hanzy Logistics 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 Page 1 Section 4 line items 1 – 9 of this agreement. The cost of this plan is the percentage chosen of the gross revenue (excluding accessories) per truck enrolled with Hanzy Logistics. Invoices will be sent out weekly. Payment for this plan is to be made in full within 3 days of the invoice date. Payment can be made according to Page 2 Section 5 of this agreement.

OTHER PROVISIONS: Nonpayment pertaining to all service plans. There is a built in grace period of 5 days after the due date. Client will then be notified on the outstanding payment. After 10 days past due the account is subject to suspension. If an account is suspended, the account must be paid current and is subject to a reinstatement fee of \$150.00 prior to the account being reactivated.

CARRIER: _____ DATE: _____

BY: _____

IMPORTANT INFORMATION: ALL of our Brokers sign a Non-Compete Contract, so once they are no longer with this company, whether they stay with us or not, they are legally bound not to have any contact, for three full years, with the company Hanzy Logistics is dispatching or has dispatched.

ALL of our Dispatchers also sign a Non-Compete Contract, so once they are no longer with this company, whether they stay with us or not, they are legally bound not to have any contact, for three full years, with the company Hanzy Logistics is dispatching or has dispatched.

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Limited Power of Attorney Form

BE IT KNOWN, that _____ with an MC or DOT number of _____, has made and appointed, and by these presents does make and appoint Hanzy Logistics, LLC, true and lawful attorney for _____, place and stead, for the limited and specific purpose of contracting loads of freight to be hauled by _____, giving and granting said Hanzy Logistics, LLC, full power and authority to do and perform all and every act and thing whatsoever necessary to be done in and about the specific and limited terms (set out herein) as fully, to all intents and purposes, as might or could be done if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that said attorney shall lawfully do or cause to be done by virtue thereof.

This power of attorney is to remain in full force and effect until revoked by me in writing. Such revocation is to be mailed and emailed to:

Shontia C. Porter, Attn: Hanzy Logistics, LLC, 611 Gateway Blvd Ste 120, S San Francisco, CA, 94080
info@hanzylogistics.com

COMPANY NAME: _____

Signature: _____ Printed Name: _____

Title: _____ Date: _____

WITNESS

Signature: _____ Printed Name: _____

Title: _____ Date: _____

COMPANY PROFILE FORM

Instructions: Please complete this form giving us all the information that pertains to you and your Company. The better informed we are the better we will be able to assist you. This form should be updated at any time by notifying us. This information is for our use only and will not be released to any third party without your express written permission.

PART 1: CARRIER INFORMATION SECTION

COMPANY: _____ D/B/A (If Any): _____

PHYSICAL ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

MAILING ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

MAIN CONTACT: _____ E-MAIL: _____

OFFICE PHONE: _____ FAX: _____ CELL PHONE: _____

EMERGENCY CONTACT: _____ EMERGENCY PHONE: _____

MC NUMBER: _____ DOT NUMBER: _____ EIN/SS: _____

SCAC CODE: _____ TWIC CERTIFIED: _____ HAZMAT CERTIFIED: _____

PART 2: EQUIPMENT SECTION

NUMBER OF TRUCKS: _____ COMPANY _____ OWNER OPERATORS _____ NUMBER OF TEAMS: _____

NUMBER OF TRAILERS: VAN: _____ REEFERS: _____ FLATBED: _____ RGN: _____ STEP DECK: _____ DD: _____

OTHER TYPES: _____

TRAILER SIZES: VAN: _____ REEFER: _____ FLATBED: _____ RGN: _____ STEP DECK: _____ DD: _____

DETAILED DESCRIPTION OF EQUIPMENT (I.E. PALLETS, TARPS, OVERSIZE AND WEIGHT LIMITS):

PART 3: SERVICE AREAS OF OPERATION (Check all that apply)

United States: _____ All 48 states

AL	AR	AZ	CA	CO	CT	DE	FL	GA	IA	ID	IL	
IN	KS	KY	LA	MA	MD	ME	MI	MO	MN	MS	MT	
NC	ND	NE	NH	NJ	NM	NV	NY	OH	OK	OR	PA	
RI	SC	SD	TN	TX	UT	VA	VT	WA	WI	WV	WY	

Canada (list provinces): _____ Mexico: _____

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TRUCK OPERATION FORM

Truck #	Trailer #	Trailer Type	Max Weight	Driver	Cell Phone

1) Does the assigned driver have the right to make load decisions for you? _____

2) Does the driver need to have a copy of the load confirmation? _____

Please keep a blank copy of this form, and email updates to us when they occur, this way we have the most current information on hand.

Thank You