



OFFICE: (888) 258-9050 ext 101
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EMAIL: virtucorpfreight@gmail.com

Carrier Dispatch Set-up Requirements

Welcome to VirtuCorp Freight! We are pleased that you have decided to grant us the permission to act as your dispatching service provider representing your company, 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 virtucorpfreight@gmail.com:

- Dispatch Agreement
- Limited Power of Attorney (this grants us authority to work with brokers & Sign Documents)
- Company Profile Sheet
- Truck Operation Form
- Copy of Carrier's MC Authority from FMCSA
- Copy of your Notice of Assignment Letter if you factor your loads
- Copy of your W-9
- Copy of insurance certificate
- Copy of each driver's CDL or DL

(Most brokers 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 VirtuCorp Freight Dispatch Services requirements please contact us at: virtucorpfreight@gmail.com (888) 258-9050 ext 101

Thank you for choosing VirtuCorp Freight

AGREEMENT FOR VIRTUCORP FREIGHT DISPATCH SERVICES

1. Recitals

This agreement made as of this _____ day of _____ 20____ by and between **VirtuCorp Freight** and _____ (Company Name), Hereinafter referred to as 'Client', desires to retain **VirtuCorp Freight** 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 **VirtuCorp Freight** 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. A list of any established references (at least three).
6. Copy of Client's Authority.
7. Copy of Notice of Assignment letter if you factor your loads
8. A signed W-9.
9. Proof of Insurance Certificates ** Most brokers require at least \$1,000,000 and at least \$100,000 in Cargo Coverage **
10. Copy of each driver's CDL or DL

2. Percentage Rate Agreement

7% Gross Per Load Dry Van, Reefer, Flat Bed (48' or 53'), Hot Shot, Power Only, 24 or 26 ft Box Truck. (6% per load per truck 3 or more trucks)

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 **VirtuCorp Freight**. Client must send notification by mailing said Revocation Notice to: **VirtuCorp Freight** at virtucorpfreight@gmail.com

4. Statement of the Work

VirtuCorp Freight 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 MC 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 setting 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 own equipment. We can try to direct Client to a service that might be of help.
7. Hold on to the dispatch, accessorial information, etc. until the load is completed. Once completed **VirtuCorp Freight** will email or fax all documents to the Client.
8. Forward the final load confirmation and email or fax all documentation to the Client, concluding that all services have been performed in full.

5. Consideration

The Client agrees to pay **VirtuCorp Freight** 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 **VirtuCorp Freight** as per the conditions of the Agreement. **There is a two day grace period that** will be allowed before the account becomes overdue. **At five (5) 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. **VirtuCorp Freight** will invoice Client as per the terms of the agreement via Email, or faxing said invoice. Payment can be made to: **VirtuCorp Freight** will invoice Client's every Sunday and invoice will be due on that following Wednesday. (example client invoiced on 01/03/2021, due 01/06/2021).

6. Additional Provisions

Once load has concluded per Page 2 of Section 4, line 8 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 **VirtuCorp Freight** 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 as well as hours of services.

Client will be responsible for notifying **VirtuCorp Freight** of changes to authority, insurance, client profile or ownership.

VirtuCorp Freight will work within the established parameters of the Clients Company/Carrier Profile.

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

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

VirtuCorp Freight will notify Client of load required qualifications or additional insurance necessary.

VirtuCorp Freight will furnish to Client necessary information for qualification of insurance required.

In the event that **VirtuCorp Freight** books a load with the Client's approval and/or matching the Client's truck posting, the Client agrees to pay **VirtuCorp Freight** as agreed in Section 2 of this Agreement for services rendered.

NOTE: To avoid charges for unavailable equipment, it is imperative to notify **VirtuCorp Freight** 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 **VirtuCorp Freight** BEFORE the load is secured. Once the Client tells **VirtuCorp Freight** they will accept the shipment at a specific rate, this is verbal acceptance and the load is secured. Should the Client (carrier) back out or ask for more money after the load has been secured, there will be a penalty of \$50 for the first occurrence and \$100 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), **VirtuCorp Freight** has the right to terminate the agreement between **VirtuCorp Freight** and the Client.

Client agrees that they will advise **VirtuCorp Freight** 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

VirtuCorp Freight 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 Texas without giving effect to any choice of law or conflict of laws, provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Texas.

9. Jurisdictions and Venue

VirtuCorp Freight and Client hereby consent to and agree to submit to the jurisdiction of the Federal and state courts located in Fisher County, Texas 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)

(Print Company Name)

(VirtuCorp Freight Representative)

(Signature of Company Officer)

(Print Representative Name)

(Print Company Officer's Name)

(Company Officer's Title)

(Company Officer's Title)

(Date)

(Date)

AGREEMENT FOR DISPATCH SERVICES: VirtuCorp Freight

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 **VirtuCorp Freight** 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 2 Section 4 line items 1 – 8 of this agreement. The cost of this plan is the percentage chosen of the gross revenue (excluding accessorial) per truck enrolled with **VirtuCorp Freight**. 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 two-day grace period. Client will then be notified on the outstanding payment. After 5 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 \$50.00 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 one full year, with the company **VirtuCorp Freight** 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 one full year, with the company **VirtuCorp Freight** is dispatching or has dispatched.

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 **VirtuCorp Freight**, 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 **VirtuCorp Freight**, 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 emailed to:

VirtuCorp Freight

COMPANY NAME: _____

Signature: _____ Printed Name: _____

Title: _____ Date: _____

WITNESS

Signature: _____ Printed Name: _____

Title: _____ Date: _____

OWNER OPERATOR OR TRUCKING COMPANY

CARRIER PROFILE

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: _____ DBA (If Any): _____

PHYSICAL ADDRESS: _____ CITY: _____

STATE: _____ ZIP: _____

MAILING ADDRESS: _____ CITY: _____

STATE: _____ ZIP: _____

MAIN CONTACT: _____

E-MAIL: _____

OFFICE PHONE: _____ FAX: _____ CELL: _____

EMERGENCY CONTACT: _____

EMERGENCY PHONE: _____ MC NUMBER: _____

DOT NUMBER: _____ EIN: _____

SCAC CODE: _____ TWIC CERTIFIED (Y/N): _____

HAZMAT CERTIFIED (Y/N): _____ UIIA CERTIFIED (Y/N): _____

PART 2: EQUIPMENT SECTION

NUMBER OF TRUCKS: _____ Drivers: _____ NUMBER OF TEAMS: _____ NUMBER

OF TRAILERS: DRYVAN: _____ REEFERS: _____ FLATBED: _____

Hot Shot: _____ Power Only: _____

TRAILER SIZES: DRY VAN: _____ REEFER: _____ FLATBED: _____

Hot Shot: _____

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

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

United States: _____ All 48 states

(Circle All States That Apply) 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

DISPATCHING SERVICE

Rate of Haul information: Please give us your minimum rate information. We understand that many factors will change this information, but this will give us a starting point.

MINIMUM RATE PER MILE: _____ MAX PICKS: _____ MAX DROPS: _____
DRIVER TOUCH (Y/N): _____

COMMENTS: _____

PART 4: FACTORING INFORMATION SECTION

If you use a factoring service, please provide us the following information. This will ensure that we only use brokers that are approved by your factoring company.

FACTORING COMPANY: _____

MAIN CONTACT: _____ PHONE: _____

FAX: _____ WEB SITE: _____ ADDRESS: _____

_____ CITY: _____ STATE: _____

ZIP: _____

PART 5: INSURANCE INFORMATION SECTION

INSURANCE AGENCY: _____

CONTACT: _____ PHONE: _____

FAX: _____ EMAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PLEASE USE THE FOLLOWING SECTION TO BETTER DESCRIBE YOUR COMPANY

Office Use Only: Updated on ____/____/____ Comments: _____

TRUCK OPERATION FORM

Truck #	Trailer #	Trailer Type	Max Weight	Driver Name	Driver Cell

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

VirtuCorp Freight