



DISPATCH & CARRIER AGREEMENT

This AGREEMENT made as of this _____ day of _____, 2021 by and between
ROKEWOOD LOGISTICS [DISPATCH], and _____,
license by the FMCSA as an interstate carrier of property holding authority, DOT# _____ MC
_____ [CARRIER].

The DISPATCH and the CARRIER have, upon due consideration, determined that a contract agreement to their mutual advantage and best interest, they hereby agree to the following terms and conditions:

1. DOCUMENTS REQUIRED

CARRIER must furnish DISPATCH with the following documents prior to the implementation of thus said agreement, either via **email at Driver@RokewoodGroup.com** or **by fax at (301) 818-7577**:

- _____ Dispatch Carrier Agreement
- _____ Copy of Client's Authority (MC Permit)
- _____ Credit Card Authorization Form
- _____ A signed W-9 form
- _____ Copy of Owner Operator and any additional Driver(s) Driver's License
- _____ Limited Power of Attorney form
- _____ Certificate on Insurance (minimum \$100,000 Cargo/\$1,000,000 Liability)

2. RELATIONSHIP

The relationship of CARRIER to DISPATCH shall, always be that of an independent contractor. DISPATCH agrees to solicit, and offer freight transportation shipments for CARRIER from and to such locations between service may be required, subject to the availability of suitable equipment. DISPATCH shall be the agent for CARRIER for searching for loads, booking them, dispatching, handle all paperwork directly with the broker and/or shipper.



3. TERM of SERVICE

The term of this AGREEMENT shall be effective as of the date hereof, and shall continue thereafter for a term of three (3) months of such date, and automatically from month to month thereafter, subject to the right of either party hereto to cancel the AGREEMENT at any time upon not less than fifteen (15) days written notice by certified mail, fax, or email of one party to another before the start of the upcoming calendar month.

4. DISPATCH SERVICE METHOD

DISPATCH's objective is to design a pro-active logistic plan a week in advance, based on CARRIER's territory preference. The plan is influence by the current situation on the market and/or region, to take advantage of the most profitable loads. DISPATCH's logistics coordinators (dispatchers) will find loads that best matches CARRIER's preference, and communicate such options with CARRIER and/or it's driver. Once a CARRIER agrees to accept the load, DISPATCH will send all necessary and required supporting documents to broker/shipper. Once the load confirmation is received, it is forward to CARRIER, for its records. **DISPATCH agrees to "assist" CARRIER with any load issues, road assistance, advances, paperwork, and/or billing issues.**

5. MEMBERSHIP SERVICE PLAN (please circle one)

PARTNER MEMBERSHIP

Preferred Carriers - Dispatch service for a flat weekly fee of \$350 per truck

AFFILIATE MEMBERSHIP

Classic Carriers - Dispatch service for a flat fee of 10% of the load confirmation. (Unless otherwise agreed upon during promotional offerings).

6. COMPENSATION

The amount due to DISPATCH, will be Invoiced and automatically deducted from a Debit/Credit Card provided by CARRIER on this agreement. All payments owed are automatically invoiced on Sundays and are due by the end of the following business day (Monday) after receiving said invoice from DISPATCH. In special cases whereas the load has been cancelled by broker/shipper for any reason, CARRIER will receive a credit for the amount of the load in question for future loads (where applicable). However, if the load gets canceled by CARRIER for any reason, (i.e., breakdown, etc.) CARRIER will not receive credit for the load in question. On the other hand, CARRIER will be compensated directly from other brokers/shippers handling the load, or from a factoring company chosen by CARRIER.



7. NON-SOLICIATATION

CARRIER agrees that it will not solicit traffic from any shipper, consignor, or customer of DISPATCH where the CARRIER transports loads, or is made aware of such traffic, as a result of DISPATCH's efforts. It is further agreed that this non-solicitation provision shall be in force and effect during the term of this AGREEMENT and for a period of one (1) year from the date of the termination of this AGREEMENT for any reason. In the event of non-compliance with the specific provisions of this paragraph, CARRIER upon discovery of breach, be liable to DISPATCH for 100 percent (100%) of the gross transportation revenue received by CARRIER from said shipper(s) within one (1) year after the date of termination of this AGREEMENT.

8. BILLS OF LADING

Each shipment will be evidenced by a bill of lading issued by other brokers/shippers. Such bills of lading or receipts or invoices are however, for the sole purpose of evidencing receipt for the goods.

9. EQUIPMENT

CARRIER agrees to provide, operate and maintain in good working condition, motor vehicles and all allied equipment necessary to perform the Transportation Schedule in a safe, efficient and economical manner.

10. DRIVERS

CARRIER agrees to provide properly qualified, trained, and licensed drivers and other personnel to perform the transportation and related services under this Agreement and each transportation schedule in a safe, efficient, and economical manner. CARRIER's personnel are expected to always conduct themselves in a professional manner as well as shall ascertain and comply with all of Customer's facility rules and regulations while on Customer's premises.

11. FREIGHT LOSS, DAMAGE OR DELAY

CARRIER shall have the sole and exclusive care, custody, and control of the shipper's property from the time it is picked up for transportation, until it is delivered to the destination. CARRIER assumes the liability of a common carrier for loss, delay, damage to or destruction of any and all of shipper's goods or property while under CARRIER's care. Payments by CARRIER to DISPATCH or its customer, pursuant to the provisions of this section, shall be made within thirty (30) days following receipt by CARRIER of DISPATCH's or customer's invoice and supporting documentation for the claim.

12. SUB-CONTRACT PROHIBITION

CARRIER specifically agrees that all freight tendered to it by DISPATCH shall be transported on equipment operated only under the authority of CARRIER, and that CARRIER shall not in any manner sub-contract, broker, or in any other form arrange for the freight to be transported by a third party without the prior written consent of DISPATCH.



13. INDEMNIFICATION

CARRIER agrees to indemnify, defend, and hold DISPATCH and its customer (including their officers, directors, employees, subcontractors, and agents) harmless from and against all liabilities, damage, fines, penalties, costs, claims, demands and expenses of whatever type or nature. CARRIER shall be responsible for and agrees to indemnify DISPATCH for any and all personal injury, property damage, loss, claim, injury, obligation, or liability arising from CARRIER’s actions, behavior or transportation pursuant to this agreement.

14. GOVERNING LAW, JURISDICTIONS AND VENU

This agreement shall be governed by and constructed in accordance with laws of the State of Maryland both as interpretation and performance. DISPATCH and CARRIER hereby consent to and agree to submit to the jurisdiction of the Federal and/or State courts located in Charles County, Maryland in connection with any claims or controversies arising out of this Agreement.

15. ADDITIONAL PROVISIONS

In the case of insufficient funds or **credit card decline**, there is a grace period of **three (3) days** after the due date, before the account is subject to suspension. In which case, the account must be paid current and is subject to a **reinstatement fee of \$100**.

IN WITNESS WHEREOF, the parties hereby have executed this Agreement as of the date first above written.

DISPACTH COMPANY:

CARRIER:

Company: ROKEWOOD LOGISTICS

Company: _____

Contact: Secunda Robertson | Director of Logistics

Contact: _____

Signature: _____

Signature: _____



COMPANY PROFILE

Instructions: Please complete this form giving us all the information. The better informed we are, the better we will be able to assist you. This form may 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.

1. CARRIER INFORMATION

COMPANY (DBA) _____

ADDRESS: _____

CITY: _____ ST _____ ZIP _____

CONTACT: _____ PHONE: _____

E-MAIL: _____ FAX: _____

MC # _____ DOT # _____ EIN/SS # _____

SCAC # _____ TWIC # _____ HAZMAT # _____

2. EQUIPMENT SECTION

NUM. OF TRUCKS: _____ [Company _____ + Owner Operator _____]

NUM. OF TRAILERS: _____ VAN _____ REEFER _____ FLATBED _____ OTHER _____

ADDITIONAL INFO:



TRUCK & DRIVER(s) INFO

TRUCK	TRAILER SIZE	TYPE	YEAR	DRIVER NAME	PHONE

3. SERVICE AREAS OF OPERATION (please circle all that apply) 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

4. RATE OF HAUL INFORMATION

Please provide us your ideal (reasonable) rate information. We understand that many factors will change this information, but this will give us a starting point.

IDEAL RATE PER MILE \$ __. __ (V) \$ __. __ (R) \$ __. __ (F) \$ __. __ (B)

ADDITIONAL PREFERENCES:



5. FACTORING INFORMATION

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

FACTORING _____ WEB _____
ADDRESS _____ CITY _____ ST ____ ZIP _____
CONTACT _____ E-MAIL _____
PHONE # _____ Fax # _____

6. INSURANCE INFORMATION

Please provide us with your insurance contact information, where we can request certificate of insurance with specific holders. (i.e., brokers and/or shippers)

INSURANCE _____ WEB _____
ADDRESS _____ CITY _____ ST ____ ZIP _____
CONTACT _____ E-MAIL _____
PHONE # _____ FAX # _____

7. REFERAL

Please refer us three (3) Owner Operators who you believe might benefit from our service.

NAME _____ CELL _____
NAME _____ CELL _____
NAME _____ CELL _____

8. ADDITIONAL INFORMATION

Please use the section bellow to better describe your company. Include special terms and conditions of most importance and everything we must consider while searching and taking the loads for you.



CREDIT CARD PAYMENT AUTHORIZATION FORM

I _____, hereinafter called CARRIER do hereby authorize ROKEWOOD LOGISTICS, hereinafter called DISPATCH, to initiate a weekly debit entry for the invoiced amount, to the credit card account indicated below, in consideration of the dispatched service provided to me for the previous week. I understand that my signature on this authorization form, along with a photocopy of the front and the back of both my credit card, as well as my driver license, will allow me the convenience of not having to produce these items for impression at time of service.

Name on the Card: _____

Please Circle One: VISA MC DISC AMEX

Credit Card Number: _____

Expiration Date: ____/____/____ CVN: _____ ZIP: _____

Authorized Weekly Payment Amount: \$350.00 Week | 10% Loads (whichever is applicable)

Starting on ____/____/____20____ Ending on ____/____/____20____

This authorization is to remain in full force and effect until the ending date listed above. I understand that I will be notified via email receipt when DISPATCH has debited my account each week. I understand that if the load is tendered and accepted by me, but for any reason, whether is due to carrier, shipper, or broker, the load gets reschedule or cancelled, I am still responsible for paying DISPATCH as set out above. Any revocation shall not be effective until DISPATCH is notified by CARRIER in writing to cancel this automatic payment authorization, in such time and in such a manner as to afford DISPATCH a reasonable opportunity to act on it.

Card Holder's Signature

Authorization Date

Card Holder's E-Mail



LIMITED POWER OF ATTORNEY

This Limited Power of Attorney (the AGREEMENT) is made effective on _____ (date) between: ROKEWOOD LOGISTICS, hereinafter called DISPATCH a company established under the laws of the State of Maryland, and _____ hereinafter called CARRIER, motor carrier company with MC # _____. CARRIER hereby appoints DISPATCH as my Attorney-in-Fact (AGENT). DISPATCHER and said agents shall have full power and authority to act on my behalf. This power and authority shall authorize DISPATCH to manage and conduct affairs and to exercise all my legal rights and powers, including all rights and powers that I may acquire in the future. DISPATCH powers shall include, but not be limited to, the power to:

- Professional dispatch services, including contact drivers, shippers, and brokers on my behalf for cargo. Transfer of Paperwork (Carrier Packet, Rate Confirmations, Insurance Certificates, Invoices and all necessary Paperwork) to shippers. Sign and execute rate confirmations for freight, and collect all payment dues on my behalf.

This Power of Attorney shall be construed broadly as a General Power of Attorney. The listing of specific powers is not intended to limit or restrict the general powers granted in this Power of Attorney in any manner. DISPATCH shall not be liable for any loss that results from a judgment error that was made in good faith. However, DISPATCH shall be liable for willful misconduct or the failure to act in good faith, while acting under the authority of this Power of Attorney. I authorize DISPATCH to indemnify and hold harmless any third party who accepts and acts under this document. This Power of Attorney shall become effective immediately and shall remain in full force and effect until revoked by me in writing.

Such revocation is to be send via e-mail 15 days in advance to DISPATCH to:

DRIVER@ROKEWOODGROUP.COM

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date below.

DISPATCH:	CARRIER:
NAME Secunda Robertson	NAME _____
SIGNATURE _____	SIGNATURE _____
TITLE Director of Logistics	TITLE _____
DATE ____ / ____ / ____	DATE ____ / ____ / ____