**Carrier Agreement**

This AGREEMENT made as of this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Date) by and **between B-on time Dispatch & Logistics, LLC** [DISPATCH], and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, license by the FMCSA as an interstate carrier of property holding authority, 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. RELATIONSHIP***

The relationship of CARRIER to DISPATCH shall be that of an independent contractor. B-on time Dispatch & Logistics, LLC agrees to solicit and offer freight transportation shipments for carrier from and to such locations where service may be required, subject to the availability of suitable equipment. B-on time Dispatch & Logistics, LLC shall be the sole agent for the carrier regarding searching for loads, booking, and dispatching, handling all paperwork directly with the broker and/or shipper, and any load problems. It is crucial that the carrier allows one service to provide all their dispatching needs to eliminate a waste of time and resources and to provide smooth operations of your business.

***2. TERM***

The term of this AGREEMENT shall be effective as of the date hereof and is 30 days minimum. Either party may cancel the AGREEMENT at any time upon not less than two (2) weeks’ notice. If the agreement is terminated by either party , clients secured by B-on time Dispatch & Logistics will remain. If there is an offer to book loads directly with a shipper or broker, B-on time dispatch & Logstics shall be entitled to a buyout fee of $500, from either the broker, shipper, or carrier/client.

***3.DISPATCH SERVICE METHOD***

Our objective is to design a pro-active logistic plan a week in advance or as soon as reasonably possible, based on the carrier’s territory preference. The plan is influenced by the current situation in the market and/or region, to take advantage

of the most profitable loads. We will find loads that best match the carrier’s preference and communicate such options with the carrier and/or it’s driver. Once the carrier agrees to accept the load, we 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. We agree to “assist” the carrier with any load issues, paperwork, and/or billing issues.

***4. SERVICE FEES***

- DISPATCH SERVICE fee schedule is as follows :

* + 10% for 1-5 trucks
	+ 8% for 6-9 trucks
	+ 6% for 10 or more

*\*\*There is NO additional charge to handle all factoring and back-office paperwork to make sure you are paid within 24 hours.*

***5. COMPENSATION***

The CARRIER agrees to pay B-on time Dispatch & Logistics, LLC per the fee schedule a percentage of the loads gross revenue booked. Payment will be due on a weekly basis every Friday by 5PM EST. Payments can be made to B-on time Dispatch & Logistics, LLC via Credit/Debit card, PAYPAL or ACH. Once the payment is processed you will be sent a confirmation receipt via email. All invoices are for the previous period of Friday-Thursday and due by the agreed due date. If the carrier becomes delinquent , B-on time Dispatch & Logistics, LLC will not release subsequent loads until payment for previous invoice is paid in full. If the load gets canceled by CARRIER for any reason, (i.e. breakdown, etc.) CARRIER will not receive credit for the load in question.

***6. NON-SOLICITATION***

CARRIER agrees that it will not solicit traffic from any shipper, consignor, or customer of B-on time Dispatch

& Logistics, LLC where the carrier transports loads, or is made aware of such traffic, because of the dispatchers’ efforts.

It is further agreed that this non-solicitation provision shall be in force and effect during the term of this AGREEMENT.

***7. 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.

***8. 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.

***9. 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 conduct themselves in a professional

manner always and shall ascertain and comply with all of Customer’s facility rules and regulations while on

Customer’s premises.

***10. 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 all of shipper’s goods or property while under

the carrier’s care. Payments by carrier to the customer, pursuant to the provisions of this section,

shall be made within thirty (30) days following receipt by carrier of customer’s invoice and supporting

documentation for the claim.

***11. SUB-CONTRACT PROHIBITION***

CARRIER specifically agrees that all freight tendered to it by B-on time Dispatch & Logistics, LLC 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 B-on time Dispatch & Logistics, LLC.

***12. INDEMNIFICATION***

CARRIER agrees to indemnify, defend, and hold B-on time Dispatch & Logistics 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 B-on time Dispatch & Logistics, LLC for all personal injury, property damage, loss, claim, obligation, or liability arising from CARRIER’s actions, behavior, or transportation pursuant to this agreement.

***13. GOVERNING LAW, JURISDICTIONS AND VENUE***

This agreement shall be governed by and constructed in accordance with laws of the State of North Carolina

both as interpretation and performance. B-on time Dispatch & Logistics, LLC and CARRIER hereby consent to and agree

to submit to the jurisdiction of the federal and State courts located in ( Forsyth County), North Carolina in connection

with any claims or controversies arising out of this Agreement.

**DISPATCH:** **CARRIER:**

Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**WHAT DO WE DO FOR YOU!**

B-on time Dispatch & Logistics, LLC will:

* Book loads on the Carrier’s behalf.
* Send rate confirmations to Carriers by 6pm.
* Find freight that best matches the profile for the Client.
* Upon the Carrier agreeing to the load, B-on time Dispatch & Logistics, LLC will fax to shipper / broker the Clients, Authority, W-9, proof of insurance, and order insurance certificates if required, along with any other required supporting documentation.
* Handle the setting of appointments if necessary.
* Prepare directions to shipper/consignee, if necessary.
* Provide access to our rates and shippers depending on location of the truck.
* Assist with any problems that arise in the transit of the load when necessary, within our capabilities. Client is responsible for own equipment; we can direct you to a service that may be helpful.
* All load information is always available to the Client, B-on time Dispatch & Logistics, LLC will hold on to the dispatch, accessorial information, etc. until the load is completed.
* Upon forwarding the final load confirmation, and mailing all documentation to the Client, the services of B-on time Dispatch & Logistics, LLC have been fully performed.

OBLIGATIONS OF DISPATCHER

1. Dispatcher agrees to handle paperwork, phone and fax calls to, from the Shipper to tender commodities or shipments to Carrier for transportation in interstate commerce by Carrier between points and places within the scope of the Carriers operating authority.
2. Dispatcher bears no financial or legal responsibility in the transaction between Shipper, Carrier agreement.
3. Dispatcher will make every effort to keep the Clients truck loaded.
4. Dispatcher will contact the Client and allow them the opportunity to accept or reject a load, but they cannot cancel once accepted.
5. Dispatcher will invoice the client weekly and provide a copy of each load confirmation sheet they are being billed for.

OBLIGATIONS OF CARRIER

1. Carrier agrees to pay Dispatcher agreed per contract % of the face value of the contract between the Shipper, Carrier as stated on the load confirmation sheet.
2. Carrier gives Dispatcher authority to provide his signature for rate confirmation sheets, invoices, and associated paperwork necessary for securing cargo and billing purposes.
3. Carrier 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.
4. 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 B-on time Dispatch & Logistics and returned via FAX or EMAIL to Shipper.
5. Carrier agrees to communicate with B-on time Dispatch & Logistics, LLC when they arrive at the shipper.
6. Carrier agrees to communicate with B-on time Dispatch & Logistics, LLC once loaded.
7. Carrier agrees to communicate with B-on time Dispatch & Logistics, LLC once they arrive to the receiver.
8. Carrier agrees to communicate with B-on time Dispatch & Logistics, LLC once unloaded from receiver.
9. In the event of a breakdown, Carrier is responsible for contacting roadside. Client is responsible for payment of any needed repairs.
10. Carrier nor Driver is allowed to cancel once a load is booked.
11. Carrier is responsible for obtaining all permits.

**What we need to do business and get you a load:**

1. Carrier Agreement
2. Copy of MC Authority
3. Copy of your insurance certificate and a phone number for your insurance company.
4. Signed W-9 form.
5. Company profile completed.

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