

Dispatch Service Agreement



This Agreement is made this _____, between **ATS Dispatching LLC** (DISPATCHER) and _____. (MC _____) which **address** is _____,

collectively referred to as (CLIENT or CARRIER) as follows :

1. CLIENT'S General Duties. CLIENT in a good manner will deliver consumer items and freight cargo items for brokers and customers and perform such other transportation and related services as may be necessary to serve customers. Ensure safety and compliance during operation.

2. DISPATCHER'S General Duties. DISPATCHER will assist with all aspects of freight booking process for a CLIENT. DISPATCHER will act as CLIENT'S non-exclusive representative when dealing with Brokers and complete any necessary documentation on behalf of CLIENT as outlined in Exhibit A.

3. Duration. This Agreement shall become effective on the date inserted in the first sentence of this agreement and shall remain in effect for a period of one (1) month. Thereafter, it shall be effective from month to month unless sooner terminated in accordance with paragraph 4.

4. Termination. This Agreement may be terminated at any time: (a) by mutual consent; (b) by the insolvency of CLIENT due to non-payment as outlined in Exhibit B; (c) without cause upon either party giving the other (7) days written notice of termination; or (d) with cause upon the breach of this agreement by either of the parties.

5. Equipment. CLIENT will provide its own equipment.

6. Payment. CLIENT shall pay DISPATCHER for services provided as outlined in Exhibit B.

7. Insurance. CLIENT will carry at its own expense physical damage, bobtail, cargo and liability insurance upon any vehicles or other equipment used by it in carrying out its duties under this agreement.

8. Labour and Hold Harmless. CLIENT shall, at its own expense: (a) furnish whatever labor is necessary to provide delivery services to BROKERS AND SHIPPERS, and (b) provide Worker's Compensation and Employer's Liability Insurance if necessary. CLIENT shall also be responsible for payment of wages and social security and withholding taxes for any of its employees. CLIENT shall hold DISPATCHER harmless from any liability resulting from injury or death of any persons including but not limited to driving, operating, repairing, maintaining, loading or unloading CLIENT'S equipment.

9. Safety and Compliance. CLIENT is fully responsible and liable for safety and compliance of the operation. CLIENT shall hold DISPATCHER harmless from any liability resulting from safety and compliance violations.

10. Lost or Damage. CLIENT will be liable for loss or damage to items intended for transport, which are in CLIENT'S possession or under its dominion and control.

11. Control and Exclusive Use. In performing services under this agreement, CLIENT will direct the operation of any equipment in all respects and will determine the means of performance including but not limited to such matters as choice of any routes, points of service of equipment, rest stops, and timing and scheduling of customers deliveries. The parties intend to create an independent contractor relationship and not an employer-employee relationship.

12. Laws. CLIENT agrees to comply with all federal, state and local laws, rules, and regulations pertaining to its performance under this agreement.

13. Disclosure. DISPATCHER is not a freight broker, but an administrative agent acting as liaison between licensed motor carrier and licensed freight broker. Agreement between parties is non exclusive, therefore DISPATCHER can service other carriers and CLIENT can use other dispatch services!

14. Notice. Any written notice required by the terms of this agreement shall be given either by email, personal delivery or by certified mail.

15. Invalidity. In the event any provision of the agreement shall be held to be invalid, it shall not affect the validity of the remainder of this agreement.

16. Complete Agreement. This agreement contains the entire understanding between the parties and supersedes any prior agreement the parties concerning the subject matter of this agreement.

17. Disclaimer. DISPATCHER is NOT responsible for:

- ◆ Billing Issues
- ◆ Load problems
- ◆ Advances (All advances will have to be handled directly between Carrier and Shipper/ Broker)
- ◆ Storage of paperwork (All documents will be sent to Carrier unless other arrangements are made)
- ◆ DOT compliance issues
- ◆ SPIKE insurance

ACCEPTANCE BY CLIENT:

By: _____

Signature

ACCEPTANCE BY DISPATCHER:

By: _____

Signature



EXHIBIT “A” OF DISPATCH SERVICE AGREEMENT

DISPATCHER’s DESIGNATION:

By signing this Exhibit Client provides written consent to the Dispatcher to act on their behalf as Dispatcher (and be listed on Carrier-Broker Agreements as Dispatcher or Manager of Logistics/Operations). In such capacity Dispatcher has the right to perform following duties: -

- ◆ Contact Brokers on behalf of the Carrier to acquire information on available freight and conditions
- ◆ Sign Broker-Carrier agreements on behalf of the Carrier
- ◆ Negotiate the rates, sign rate confirmations, generate invoices on behalf of the Carrier
- ◆ Conduct all communication with Freight Brokers on behalf of the Carrier
- ◆ Ensure completion of required documentation for each load

Client’s Acceptance:

I _____ have read and I understand and agree to the term and conditions listed above.

Signature: _____ **Date:** _____

Dispatcher’s Acceptance:

Signature: _____ **Date:** _____



EXHIBIT “B” OF DISPATCH SERVICE AGREEMENT

DISPATCHER’S COMPENSATION:

By signing this Exhibit Client agrees to pay DISPATCHER when paid as following:

-----**8% of the load’s gross revenue booked by the Dispatcher for Client**----- Total of 8% of the loads gross revenue booked by the Dispatcher from Monday through Sunday will be invoiced the following Monday to Client via email. The invoice will be payable upon receipt.

Client’s Acceptance:

I _____ have read and I understand and agree to the terms and conditions listed above.

Signature: _____ **Date:** _____

Dispatcher’s Acceptance:

Signature: _____ **Date:** _____

