

CARRIER-DISPATCHER AGREEMENT



5924 Sheridan Street #1034 Hollywood Fl, 33021 | support@damzadispatching.com | damzadispatching.com

This AGREEMENT made as of this ____ day of _____, 2021 by and between DAMZA DISPATCHING and _____, licensed by the FMCSA as a carrier of property, holding authority, MC # _____ and/or DOT # _____. 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:

REQUIRED DOCUMENTS

CARRIER must furnish DAMZA DISPATCHING with the following documents prior to the implementation of this agreement, via email at support@damzadispatching.com

- _____ Dispatch Carrier Agreement
- _____ Copy of Client's Authority (MC Permit)
- _____ Credit Card Authorization Form
- _____ A signed W-9 Form
- _____ Copy of Owner Operator's and Driver License(S)
- _____ Limited Power of Attorney form
- _____ Certificate of Insurance

RELATIONSHIP

The relationship of CARRIER to DISPATCH shall, at all times, 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, and any load problems.

TERMS OF AGREEMENT

The term of this AGREEMENT shall be effective as of the date hereof, and shall continue thereafter for a term of seven (7) days of such date, and automatically from week to week thereafter, subject to the right of either party hereto to cancel the AGREEMENT at any time upon not less than seven (7) days written notice by certified mail of one party to another.

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 influenced by the current situation on the market and/or region, in order 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 its driver. Once CARRIER agrees to accept the load, DISPATCH will send all necessary and required supporting documents to the broker/shipper. Once the load confirmation is received, it is forwarded to CARRIER, for its records. DISPATCH agrees to "assist" CARRIER with any load issues, paperwork, and/or billing issues.



RATE PLAN

PERCENTAGE PLAN: Dispatch service for a flat fee of 10% of the load confirmation.

COMPENSATION

The amount due to DISPATCH will be automatically deducted from a Debit/Card provided by CARRIER on this agreement by the end of the business day Friday of the same week. DISPATCH will charge the Debit/Credit Card on file for the agreed service rendered, or if the CARRIER chooses to be invoiced then CARRIER agrees to pay the invoice within four (48) hours, the invoice can be paid via Square, Zelle, Wires, ACH Deposits. CARRIER will be compensated directly from other brokers/shippers handling the load, or from a factoring company chosen by CARRIER.

NON-SOLICITAION

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.

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.

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.

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.

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.



DRIVER

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 always expected to conduct themselves in a professional manner and shall ascertain and comply with all of the customer’s facility rules and regulations while on customer’s premises.

INDEMNIFICATION

CARRIER agrees to indemnify, defend and hold DISPATCH and its customer (including their officers, directors, employees, subcontractors, and agents) harmless from and against any and 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.

GOVERNING LAW, JURISDICTIONS AND VENU

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

ADDITIONAL PROVISIONS

In the case of insufficient funds or credit card decline, there is a built-in grace period of 48 hours 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 \$150.

In witness of the parties hereto have executed this Agreement as of the date first above written.

DISPATCH

CARRIER

DAMZA DISPATCHING LLC

Company Name:

T'Sana Lilly, CEO

Contact:

Signature

Signature

Date:

Date:



LIMITED POWER OF ATTORNEY

This Limited Power of Attorney (the AGREEMENT) is made effective on _____ (date) between: DAMZA DISPTACHING LLC hereinafter called DISPATCH a company established under the laws of the State of Florida, and _____ hereinafter called CARRIER, motor carrier company with MC# _____ and/or DOT # _____ CARRIER hereby appoints DISPATCH as my Attorney-in-Fact (AGENT). DISPATCH’s 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 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 sent via e-mail 10 days in advance to DISPATCH to support@damzadispatching.com

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

Damza Dispatching

Company:

T:Sana Lilly

Name:

Signature

Signature

CEO

Title:

Date:

Date:

OPTIONAL-CREDIT CARD PAYMENT AUTHORIZATION FORM

_____, hereinafter called CARRIER do hereby authorize DAMZA DISPATCHING LLC, hereinafter called DISPATCH, to initiate a weekly debit entry for the amount listed below, on the dates listed below, to the credit card account indicated below, in consideration of the dispatching service provided to me. I understand that my signature on this authorization form, along with a photocopy of the front and the back of both my credit card and my driver's license, will allow me the convenience of not having to produce these items for impression at the time of service.

Name on the Card: _____

Please Check One: VISA MC DISC AMEX

Credit Card Number: _____

Expiration Date: ____/____/____ CVC: _____ ZIP: _____

Authorized Weekly Payment Amount: 10%

Starting on ____/____/20____ Ending on ____/____/20____

Damza Dispatching LLC

This authorization remains in full force and effect until the ending date listed above. I understand that I will be notified via email when DISPATCH debit my account each week. I understand that if the load is tendered and accepted by me, but for any reason, whether it is due to carrier, shipper, or broker, the load gets rescheduled or canceled, I am still responsible for paying DISPATCH as set out above. Any revocation shall not be effective until CARRIER notifies DISPATCH in writing to cancel this automatic payment authorization, in such time and 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 _____