

DISPATCH + CARRIER AGREEMENT

Company:

Phone:

Email:

Website:



DISPATCH + CARRIER AGREEMENT

This AGREEMENT made as of this _____ day of _____, 2022 by and between _____ [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. DOCUMENTS

CARRIER must furnish DISPATCH with the following documents prior to the implementation of this agreement, via email at _____. Write your initials for the received documents below.

- _____ Signed Dispatch Carrier Agreement
- _____ Copy of Client's Letter of Authority (MC Permit)
- _____ Credit Card Authorization Form (if factoring company doesn't allow payments)
- _____ A signed W-9 form
- _____ Letter of Assignment from Factoring Company
- _____ Limited Power of Attorney form
- _____ Factoring Company Account Manager Contact Info
- _____ Certificate on Insurance

2. 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, including advances, and any load problems.

3. TERM

The carrier can opt out of the agreement with email to _____ with 24 hour notice.

4. DISPATCH SERVICE METHOD

DISPATCH's objective is to design a pro-active logistic plan 1-2 days in advance, based on CARRIER's territory preference. The plan is influence 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 it's driver. Once 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 it's records. DISPATCH agrees to "assist" CARRIER with any load issues, road assistance, advances, paperwork, and/or billing issues.

5. FULL MEMBERSHIP SERVICE PLAN (please check one)

_____ % of each Load Rate Confirmation

Type of Equipment included under this plan

Dry Van / Reefer Flatbed / Step Deck/ Lowboy

6. COMPENSATION

The amount due to DISPATCH, will be deducted in on or two ways: 1) Automatic and approved deduction from the Carriers Factoring Company which pays DISPATCHER directly or 2) a Debit/Credit Card charge directly from the DISPATCH to the Carrier on a weekly basis. The amount due to DISPATCH, will be automatically deducted from a Debit Credit Card provided by CARRIER on this agreement. The CARRIER will not be charged for any cancelled loads

PAYMENT METHOD (Please Mark One)

☐ CREDIT DEBIT CARD

☐ FACTORING COMPANY

CREDIT CARD PAYMENT AUTHORIZATION FORM

I _____ hereinafter called CARRIER do hereby authorize _____, 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, as well as my driver 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: _____

Billing Address: _____

Expiration Date: _____ CVN: _____ ZIP: _____

Authorized Weekly Payment Amount: _____ % per Loads

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 when DISPATCH debit my account each week 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. **There's a 3-4% processing/transaction fee associated with credit card payments depending on the credit card type.**

Card Holder's Signature

Authorization Date

Card Holder E-MAI

Dispatch+Carrier Agreement

Initials_____

LIMITED POWER OF ATTORNEY

(This document is required to book loads on behalf of Carriers)

This Limited Power of Attorney (the AGREEMENT) is made effective _____ (date) between: _____ hereinafter called _____ DISPATCH a company established under the laws of the State of _____, and _____ hereinafter called CARRIER, motor carrier company with MC# _____ CARRIER hereby appoints DISPATCH as my Attorney-in-Fact (AGENT). DISPATCH's agents shall have limited power and authority to act on my behalf. DISPATCH powers shall include, but not be limited to, the power to:

- Professional dispatch services, including contact drivers, shippers and brokers on 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 for _____ booked loads.

This Power of Attorney shall be construed broadly as a Limited Power of Attorney 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 24 hours in advance to DISPATCH to _____.

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

DISPATCH:

CARRIER:

NAME: _____

NAME: _____

SIGNATURE: _____

SIGNATURE: _____

TITLE: _____

TITLE: _____

DATE: ____/____/____

DATE: ____/____/____

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 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.

a. CARRIER INFORMATION

COMPANY (DBA) _____

ADDRESS: _____

CITY _____ ST _____ ZIP _____

CONTACT: _____ PHONE: _____

E-MAIL: _____

MC # _____ DOT # _____ BIN SS # _____

b. EQUIPMENT SECTION

NUMBER OF TRUCKS _____

NUMBER OF TRAILERS: DRY VAN _____ REEFER _____

 FLAT BED _____ STEPDECK _____

 POWER-ONLY _____ LOWBOY _____

 HEAVY HAUL/ _____ STRAIGHT/ _____
OVERSIZE BOX TRUCK

HOTSHOT _____

AUTO HAULER _____ OF CARS

LOGON: _____

PASSWORD: _____

TRUCK & DRIVER(s) INFO

TRUCK#	TRAILER#	TYPE	YEAR	DRIVER	PHONE

(Please Mark One)

- Is the Driver allowed to view the Load Conformation? Yes _____ or No _____
- Driver paid by ☐ Rate per mile or ☐ Percentage per load.

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

45 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	ON	OK	OR.	PA
Ri.	SC	SD	TN	TX	UT	VA	VT	WA	WI	WV	WY

ADDITIONAL PREFERENCES:

d. 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 _____

REP CONTACT _____

EMAIL _____

PHONE _____

Would like _____ to handle load submissions to your Factoring company?

Yes _____ or No _____ If Yes, please provide Factoring company Portal

Log info:

Username _____ Password _____

e. INSURANCE INFORMATION

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

INSURANCE _____

REP CONTACT _____

EMAIL _____

PHONE _____

f. REFERRAL

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

NAME _____ CELL _____

NAME _____ CELL _____

NAME _____ CELL _____

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Initials _____

g. ADDITIONAL INFORMATION

Please use the section below to better describe your company. Include special terms and conditions of most importance and everything we have to consider while searching and taking the loads for you. **Please note if you have any brokers you cannot work with and/or if your company have SAFER score or Authority issues which prevents loads being booked.**

7. NON-SOLICIATATION (FOR DEDICATED LANES ONLY)

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 for dedicated lanes. 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 conduct themselves in a professional manner at all times and 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 Initials

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 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.

14. GOVERNING LAW, JURISDICTIONS AND VENU

This agreement shall be governed by and constructed in accordance with laws of the State of _____ 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 _____ County, _____ 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 built-in grace period of 7 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 hereto have executed this Agreement as of the date first above written.

DISPATCH:

CARRIER:

Company: _____ **Company:** _____

Contact: _____ **Contact:** _____

Signature: _____ **Signature:** _____