**DTM DISPATCHING LLC**

**NEW CARRIER PACKET**

Welcome to the DTM Dispatching team! We are pleased that you have decided to grant us the permission to act as your dispatching service provider representing your company in the arena of covering your truck(s) and/or delivering the administrative functions, which is no small deal or transaction. We understand how important your business is to you. You had made a wise decision; we will represent you with integrity, professionalism, and pride in all that we do!

To get enrolled in our program, please complete, sign, and return the following items by email to info@dtmdispatching.com

**The CLIENT MUST, prior to the implementation of this agreement, furnish DTM DISPATCHING LLC the following:**

* **Completed, Dated, and Signed Dispatch Agreement**
* **Signed Limited Power of Attorney Form**
* **Carrier Company Profile (including a list of three established references)**
* **Internet Load Board and Account Access**
* **Completed Safety Evaluation Form & New Entrant Safety Audit Report (Unrated Carriers)**
* **Copy of Carrier’s Authority (Canadian Authority if applicable)**
* **Copy of your DOT#**
* **Copy of your W-9**
* **Copy of Worker’s Compensation and/or Occupational/Accidental Policies**
* **CARB Compliance Certificates**
* **Copy of Insurance Certificates\*\*** *listing (DTM Dispatching LLC) as a Certificate Holder. Our address is* **1626 Locust Street, Philadelphia, PA. 19130**

**(We require $100,000 in Cargo and $1,000,000 in Liability)**

**\*\*Power-Only carriers must also have $40,000 non-owned trailer or interchange insurance\*\***

For questions/concerns regarding DTM Dispatching LLC requirements, please contact us at: info@dtmdispatching.com

**Thank you for choosing DTM Dispatching LLC!**

**AGREEMENT FOR DISPATCH SERVICES**

1. **RECITALS**

This agreement made as of this **\_\_\_\_\_** day of ( ), 2022, by and between\_\_\_\_\_\_\_\_\_\_hereinafter referred to as ( ) and ( ) of ( ), hereinafter referred to as Client.

**Whereas** Client is a **Carrier,** desiring to retain **DTM Dispatching LLC** to provide dispatch services.

**Whereas** is **DTM Dispatching LLC** a transportation dispatcher handling the necessary paperwork between shippers and the client.

1. **STATEMENT OF WORK**

**(DTM Dispatching LLC)** will:

1. Book loads on the Client’s behalf that best matches their profile.
2. Send rate confirmation to Clients by 6PM.
3. Find freight that best matches profile for the Client.
4. Upon the Client agreeing to the load, **DTM Dispatching LLC** will email to shipper/broker the Client’s Authority, W-9, proof on insurance, and order insurance certificates if required, along with any other required supporting documentation.
5. Handle the setting of appointments if necessary.
6. Prepare directions to shipper/consignee, if necessary.
7. Provide access to our rates and shippers depending on the location of the truck.
8. Assist with any problems that arise in the transit of the load, when necessary, within our capabilities. Client is responsible for their own equipment; we can direct you to a service that may be helpful.
9. All load information is always available to the Client, **DTM Dispatching LLC** will hold on to the dispatch, accessorial information, etc. until the load is completed.
10. Upon forwarding the final load confirmation, and mailing all documentation to the Client, the services **DTM Dispatching LLC** have been fully performed.
11. Book and communicate load information to drivers between 8AM and 7PM Monday-Friday. Client will reach out to the broker for any issues regarding the load after 7PM.
12. **OBLIGATIONS OF DISPATCHER**

1. Dispatcher agrees to handle paperwork, phone, email, and fax to and from the Broker or Shipper to tender commodities or shipments to Client for transportation in interstate commerce by Client between points and places within the scope of Client’s operating authority.
2. Dispatcher bears no financial or legal responsibility in the transaction between the Shipper, Client agreement.
3. Dispatcher will:
4. Make 100% effort to keep Clients’ truck(s) loaded.
5. Client will be contacted about every load we find/offer, and the driver will Accept or Reject the load. **Client cannot cancel once the load is booked.**
6. Will work within the established parameters of the Carrier Company Profile.
7. Will notify client of load required qualifications or additional insurance necessary.
8. Invoice the Client at time of service, also provide a copy of each load confirmation sheet Client is being billed for.
9. **OBLIGATIONS OF CLIENT AND DRIVER**
10. Client gives **DTM Dispatching LLC** Power of Attorney and authority to provide his/her signature for rate confirmation sheets, invoices, and associated paperwork necessary for securing cargo and billing purposes.
11. Client agrees to collect payment for the Shipper promptly, following receipt of a freight bill and proof of delivery of each shipment to its assigned destination, free of damage and/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. 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 **DTM Dispatching LLC** and returned via FAX or EMAIL to Shipper.
12. In the event of a breakdown, Client is responsible for contacting roadside. We recommend signing up with a roadside company and issuing that contact info to your driver. Client is responsible for payment of any needed repairs.
13. Client nor driver can cancel once a load is booked.
14. Client is responsible for obtaining all permits.

**3. CONSIDERATION**

The Client agrees to pay **DTM Dispatching LLC** a deposit of Five Hundred ($500.00) Dollars as required to be paid before the initial dispatch and will also serve as payment towards your last week of service. \*\*\***CLIENT MUST NOT TERMINATE SERVICE AFTER 30 DAYS\*\*\***

These rates will be required to be paid to DTM Dispatching LLC as per the conditions of the agreement (i.e., a 30-day subscription). A 5-day grace period will be allowed before the account becomes overdue. At 10 days, the account will be suspended and a reactivation fee of $200.00 will apply in addition to any overdue fees. After 30 days, the account may be placed for collection.

**DTM Dispatching LLC** will invoice the Client as per the terms of the agreement via Email, U.S. Mail or faxing said invoice. Payment can be made by Zelle, QuickBooks, Apple Pay, Wires, ACH Deposits, Certified Check, or Money Order. Cash App nor Venmo is accepted. Once payment is processed, the Client will be sent a confirmation receipt via email, fax, or U.S. Mail.

**PERCENTAGE RATE AGREEMENT (Please check plan preferred for pay per load)**

[ ] 8% Pay Per Load SEMI- Power Only

[ ]10% Pay Per Load SEMI- Dry Van, Reefer, Flat Bed, or Step Deck

**4. ADDITIONAL PROVISIONS**

Once a load has been set up for the Client and all information given, it will be the responsibility of the Client to handle directly with the shipping party any problems, issues, delays, overages, shortages, damages, or billing and collection issues, unless you have planned for additional services from **DTM Dispatching LLC**.

Client will be responsible for notifying dispatcher of changes to authority, insurance, client profile or ownership.

In no event will DTM Dispatching LLC be liable for any incidental, consequential, or indirect damages for the loss of profits, or business interruption arising out of the use of the service.

If Dispatcher books a load with the Client’s approval and/or matching the Client’s truck posting, the Client agrees to pay Dispatcher agreed in Section 3 of this Agreement for Services rendered.

**NOTE:** To avoid charges for unavailable equipment, it is imperative to notify Dispatcher immediately if the truck is loaded from another source or no longer available for any reason. If Client does not give the proper notice that the truck is no longer available, Client may be subject to a $60.00 fine that MUST be paid BEFORE we can accept any further opportunities for the truck.

Client agrees that if a higher line haul rate is needed for the shipment, they will notify Dispatcher BEFORE the load is secured. Once the Client tells the Dispatcher they will accept the shipment at a specific rate, this is verbal acceptance, and the load is secured. Should the Client back out or ask for more money after the load has been secured, there will be a penalty of $100.00 for the first occurrence and $200.00 for the second occurrence that MUST be paid before we can accept another load on the Client’s behalf. If this happens more than twice (2), Dispatcher has the right to terminate the agreement between Dispatcher and the Client.

Client agrees that they will advise Dispatcher in a timely fashion should the Client not be available for dispatch more than one (1) day at a time. (If Client is not working for any amount of time, please let us know ASAP so that we do not plan any loads for Client’s truck.)

We do not guarantee a minimum gross amount for trucks under our dispatch service, but our weekly gross quota is $5,000.00. Each truck, however, can gross more depending on how hard the driver is willing to work.

**A. TERMINATION**

* Our contract term is 12 months minimum.
* Client may terminate this agreement within 30 days without penalty. **DTM Dispatching LLC** may terminate this agreement at any time without notice.

\*\*Client must send notification by emailing said Termination Notice to **DTM Dispatching LLC** email: info@dtmdispatching.com

* Contracts terminated by Client after 30 days and before the 12-month minimum will forfeit their deposit.

**B**. **LOADING PROCEDURES**

LOAD RATE CONFIRMATION must be signed and returned via email or fax on each load moved to the DISPATCHER.

* CLIENT must call DISPATCHER when loaded with any information requested by Freight Broker or Shipper (such as Bill of Lading number, pieces, and weight).
* CLIENT must call DISPATCHER when load is delivered to confirm delivery accepted without exception or other problem.
* Any exception upon delivery must be immediately conveyed to DISPATCHER before the driver leaves the consignee’s facility.
* It is the responsibility of the CLIENT to maintain the minimum insurance levels as prescribed by the F.M.C.S.A and by the freight broker or shipper.

Commercial vehicles must be loaded in such a manner as to prevent its cargo from leaking, spilling, blowing, or falling from the vehicle. The cargo must be immobilized or secured to prevent shifting to the extent that the vehicle’s stability or maneuverability is affected. All vehicle structures, systems, parts, and components used to secure cargo must be in proper working order with no damaged or weakened components that will adversely affect their performance. Cargo must be firmly immobilized or secured on or within a vehicle by structures of adequate strength, dunnage bags, shoring bars, tie-downs, or a combination of these. Articles of cargo that are likely to roll must be restrained by chocks, wedges, a cradle, or equivalent means to prevent rolling. Federal regulations provide for specific means of securing logs, building products, metal coils, paper rolls, concrete pipes, intermodal containers, automobiles, heavy equipment, crushed vehicles, and boulders. Cargo must be secured so that when a vehicle decelerates at a rate of 20 feet per second, the cargo will remain on the vehicle and will not penetrate the vehicle’s front-end structure. Any vehicle having a load or component which extends beyond the sides more than 4 inches or more than 4 feet beyond the rear must have the extremities marked with a red or orange, fluorescent warning flag. If the projecting load is 2 feet in width or less, only one flag is required at the extreme rear of the load. If the projecting load is greater than 2 feet in width, two flags must be used at the extreme width and length on each side of the load.

**C. RESPOSIBILITIES FOR PROPER LOADING**

A driver cannot operate a commercial vehicle unless (1) cargo is properly distributed and adequately secured, (2) the means of fastening the cargo is secured, and (3) the cargo does not obscure the driver’s view or interfere with the movement of his arms or legs. A driver must assure himself that the load is adequately secured before he drives the vehicle and must examine the cargo and its load-securing devices within the first 50 miles after beginning a trip and adjust the load-securing devices as needed. The driver must also reexamine the cargo and its securing devices when he/she makes a change of their duty status, after the vehicle has been driven for three hours, or after the vehicle has been driven 150 miles; whichever comes first. The load inspection procedures do not apply to a sealed trailer when the driver has been ordered not to open it or to a trailer that has been loaded in a manner that makes inspection of the cargo impracticable.

If a member of the public is injured because of improperly loaded cargo, both the shipper who loaded the cargo and the Client may be held liable for the injury. A shipper that assumes responsibility for loading the vehicle can be held liable for improperly securing a load under a common law theory of negligence, and federal regulations will provide evidence of the proper standard of care to be utilized by the shipper in loading the vehicle. When the driver himself is injured in an accident, the shipper cannot be held liable for the improper loading of the vehicle unless the loading defects are latent and concealed and cannot be discerned by ordinary observation by the agency of the Client. In determining if the defect in loading is patent and should have been discovered by the driver, a court will take into consideration the experience of the driver and whether the driver is given assurances by the shipper’s employees that there is no defect in the loading of the cargo. A motor Client cannot be held liable for improperly loading a sealed trailer since the driver does not have the opportunity to inspect the load. When a person is injured during the loading or unloading process at the shipper or consignee’s facility, the trucking company’s liability will be determined according to the rules applicable to the facility owner, and the company will be subject to the same liability or freedom from liability as the owner.

**5. DISCLAIMER**

**DTM Dispatching LLC** is NOT responsible for:

1. Billing Issues
2. Load Problems
3. Advances (all advances will have to be handled directly between Client and Shipper/Broker)
4. Handling and storage of paperwork (all documents will be sent to Client unless other arrangements are made)
5. DOT compliance issues
6. SPIKE INSURANCE

**6. GOVERNING LAW**

This agreement shall be governed by and construed in accordance with laws of the State of Pennsylvania without giving effect to any choice of law or conflict of laws provision or rule (whether of the State of Pennsylvania or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Pennsylvania.

**7. JURISDICTIONS AND VENUES**

**DTM Dispatching LLC** and the **Client** hereby consent to and agree to submit to the jurisdiction of the Federal and State courts located in Philadelphia, PA. in connection with any claims or controversies arising out of the Agreement. IN WITNESS WHEROF, the parties hereto have executed this Agreement as the date written.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Print Carrier Company Name) (Print Dispatch Company Name)

Officer Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Representative Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Officer Title: Owner Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

 **AGREEMENT FOR DISPATCH SERVICES**

**ATTACHMENT “A”**

This attachment pertains to the selected level of service noted on Section 3 of this agreement for **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**(CLIENT) and will remain in effect until either Client requests to have a change in service, wishes to terminate this Service Agreement, or Client is canceled by DTM Dispatching LLC for cause.

**PERCENTAGE RATE AGREEMENT:**

This plan is detailed as a percentage of gross revenue rate plan, which is for services provided. This plan includes all services listed on Section 3 of this agreement. The cost of this plan is the percentage chosen of the gross revenue (excluding accessorial) per truck enrolled with DTM Dispatching LLC. Invoices will be sent out weekly.

Payment for this plan is to be made in full within 3 days of the invoice date. Payment can be made according to Section 3 of this agreement.

**OTHER PROVISIONS:**

Non-payment pertaining to all service plans: There is a fixed grace period of 5 days after the due date. Client will then be notified of the outstanding payment. After 10 days past due, the account is subject to suspension. If an account is suspended, the account must be paid current and is subject to a reinstatement fee of $60.00 prior to the account being reactivated.

CLIENT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**DISPATCH CARRIER PROFILE**

**Dear Carrier Partner,**

To be certain we have an accurate profile of your organization and full knowledge of your transportation services and needs, complete the carrier profile below and return all required documents.

**Please Email All Paperwork To:** **info@dtmdispatching.com**

**REQUIRED DOCUMENTS**

* Copy of Workers Compensation and or Occupational/Accidental Policies
* I.C.C Operating Authority
* IRS W9-Signed/Dated
* Certificate of Canadian Authority
* Signed Carrier Contract
* Completed Carrier Profile
* Completed Safety Evaluation Form **(Unrated Carriers)**
* New Entrant Safety Audit Report **(Unrated Carriers)**
* **CARB** Compliance Certificates

**Minimum Insurance Coverage**

for Motor Carriers is:

**CARGO**- $100,000

**BI/PD**- $1,000,000

**CARRIER PROFILE**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ N/A

**Legal Company Name DBA**

\_\_\_\_\_\_\_\_\_\_\_\_\_

**Physical Address**

\_\_\_\_\_\_ \_\_\_\_\_\_\_

**City State Zip**

\_\_\_\_\_\_\_\_\_\_\_\_\_  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Telephone Facsimile**

Do you **FACTOR** your receivables through a 3rd party factoring company? [ ] **YES** [ ]**NO**. If “**YES”** please list, contact information below.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_

**Factoring Company Name Contact**

\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Telephone Facsimile**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Physical Address State Zip**

**LIST THE FOLLOWING CONTACTS**

\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_

**Owner (After Hours) Telephone**

\_\_\_\_\_\_\_ \_\_\_\_\_\_\_

**MC# DOT#**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** \_\_\_\_\_\_\_

**SCAC Federal ID#**

**EQUIPMENT LIST**

\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_

**Van** **Reefer Flats SD DD/RG**

**PAYMENT AUTHORIZATION FORM**

**\_\_\_\_\_\_\_\_\_\_\_** , owner of **\_\_\_** (“Client”), hereby authorizes **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**(“Factor”) to deduct Ten Percent (10% ) from each invoice purchased by Factor. Carrier agrees these funds will be placed in an escrow account by Factor to be disbursed weekly to **DTM Dispatching LLC** for payment for dispatching services provided by Dispatcher to Client.

This agreement may be cancelled at any time via written notice to all parties.

**Carrier:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Dispatcher**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**MC#:**  **Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**LIMITED POWER OF ATTORNEY**

BE IT KNOWN, that **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**with an MC or DOT number of **\_\_\_\_\_\_\_\_\_\_\_\_\_** has made and appointed, and by these presents does make and appoint **DTM Dispatching LLC**, true and lawful attorney for **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,** place and stead, for the limited and specific purpose of contracting load of freight to be hauled by **DTM Dispatching LLC,** giving and granting said **DTM Dispatching LLC**, full power and authority to do and perform all and every act and thing whatsoever necessary to be done in and about the specific and limited terms (set out herein) as fully, to all intents and purposes, as might or could be done if personally present, with full power of substitution and revocation, herby ratifying and confirming all that said attorney shall lawfully do or cause to be done by virtue thereof.

I, \_\_\_\_\_\_\_ , the undersigned, do hereby grant to **DTM Dispatching LLC**, as my attorney-in-fact, to receive on my behalf information from Direct Shippers and Property Brokers, and to sign freight rate confirmations on my behalf pertaining to such information.

This power of attorney is to remain in full force and effect until revoked by me in writing. Such revocation is to be emailed to **DTM Dispatching LLC** at EMAIL: info@dtmdispatching.com

The affiant being duly sworn affirms and says that he or she is the signer(s) of the foregoing power of attorney, and that he or she has read the foregoing power of attorney and understands its contents.

**COMPANY NAME**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Title**: Owner **Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**WITNESS:**

**Signature**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Name**:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Title**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Date**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_