

SAFE LOADS , LLC



DISPATCH SERVICES

Email: support@safeloadsdispatch.com

Website: www.safeloadsdispatch.com

Phone: 1-800-319-9210

DISPATCH + CARRIER AGREEMENT

This Agreement is made this _____ day of _____, 20_____, by and between "SAFE LOADS DISPATCH SERVICES, LLC", hereafter referred to as **DISPATCH**, and _____, licensed by the FMCSA as an interstate carrier of property holding authority, MC # _____ and/or DOT # _____,

Hereinafter referred to as **CARRIER**. The **DISPATCH** and the **CARRIER**, have upon due consideration, 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 support@safeloadsdispatch.com.

- _____ Signed Dispatch Carrier Agreement
- _____ Carrier Profile Form
- _____ Copy of Client's Authority (MC Permit)
- _____ A signed W-9 form
- _____ Copy of Company Owners Identificalicense
- _____ Limited Power of Attorney form
- _____ Certificate of Insurance
- _____ Notice of Assignment (if applicable)

2. RELATIONSHIP / RESPONSIBILITIES OF EACH PARTY

The relationship of CARRIER to DISPATCH shall, at all times, be that of an independent contractor.

DISPATCH is a transportation dispatcher handling the necessary paperwork between Brokers and/or Shippers and the CARRIER in order to secure "CARGO" for said CARRIER for transportation in intrastate and/or interstate commerce between points and places within the scope of CARRIER'S operating authority.

Dispatch will make 100% effort to keep CARRIER'S truck(s) loaded, based on their preferences.

CARRIER gives DISPATCH limited power of attorney and authority to provide his/her signature for rate confirmation sheets, invoices and other associated paperwork necessary for securing cargo and billing purposes.

Dispatch will communicate with Carrier and/or driver prior to booking any loads for approval.

CARRIER, nor driver can cancel once the load is agreed upon and booked. In the event that two or more loads are canceled by CARRIER or DRIVER and/ or two or more events of excessive lateness occur without valid reason, Dispatch can void this agreement.

Carrier is responsible for keeping DISPATCH updated throughout the process when picking up and delivering loads secured by DISPATCH.

CARRIER is responsible for complying with all applicable state and federal regulations pertaining to the operation of a motor carrier.

Carrier is responsible for ensuring that all cargo is safely secured, and transported in a timely manner to and from destination(s).

3. TERM

The term of this AGREEMENT shall be effective as of the date hereof, and shall continue thereafter automatically on a week to week basis, subject to the right of either party to cancel the AGREEMENT at any time with proper written notice, provided that ALL payments for previous services rendered by DISPATCH are paid in full.

4. DISPATCH SERVICE METHOD

DISPATCH's objective is to design a proactive logistic plan week by week, based on CARRIER's territory preference. The plan will be influenced by the current situation on the market and/or region, in order to take advantage of the most profitable loads. DISPATCH will find loads that best match 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 the broker/shipper. Once the load confirmation is received, it is forwarded to CARRIER, for it's records. DISPATCH will keep in contact with CARRIER and/ or DRIVER throughout the process to ensure timely load pick ups and deliveries. Upon forwarding the final load confirmation, and sending all relevant documentation to the CARRIER, the services of DISPATCH have been fully performed unless discussed otherwise.

5. COMPENSATION

CARRIER agrees to pay DISPATCH a total of (10%) of the face value of the rate(s) as listed in the rate confirmation(s)/and or contract(s) between Broker and/or Shipper and Carrier when booked by **DISPATCH**. The Parties agree that **BROKER** is the sole party responsible for payment of **CARRIER's** charges. Failure of **CARRIER** to collect payment from **BROKER** shall not exonerate **CARRIER** of its obligation to pay **DISPATCH**.

Payments will be due on a weekly basis every Friday by 6pm EST. Payments are accepted via credit/ debit card or digital transfer as agreed upon between parties. **All weekly invoices will run from Thursday to Wednesday and will be billed from DISPATCH to Carrier on the following Thursday with payment being due on Fridays by 6pm.** If the CARRIER becomes delinquent , an **100.00 LATE FEE** will be INCURRED and DISPATCH will not release subsequent loads until payment for previous services **AND LATE FEE** is received. All payment terms set forth by **DISPATCH** are final.

6. NON-SOLICITATION

Carrier acknowledges that the customer information being provided by DISPATCHER is the sole and exclusive property of DISPATCH and that neither it, nor any employee, agent, or subcontractor shall back-solicit, directly or indirectly, communicate or perform any service for compensations for any account of which DISPATCH has previously tendered to CARRIER for transportation, nor shall it pass on or reveal any customer information obtained to any other person or company unless otherwise agreed upon in writing.

Solicitation prohibited under this AGREEMENT means participation in any conduct, whether direct or indirect, which involves transportation and/or handling of property by CARRIER for which CARRIER does, or did in the past, provide such service for that customer under arrangements first made or procured by DISPATCHER. Solicitation includes conduct initiated or induced by CARRIER, or accepted by CARRIER, based upon relationships/ services that were previously rendered by DISPATCH's efforts.

CARRIER agrees that it will not solicit traffic from any broker, 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.

If CARRIER should perform services of a transportation or warehousing nature for compensation for any DISPATCHER customer without prior documented authorization from DISPATCHER during the applicable time period, in violation of this AGREEMENT, CARRIER shall pay to DISPATCHER within ten (10) days of each such violation an amount equal to twenty percent (20%) of all revenues invoiced for CARRIER to the solicited customer.

7. DEDICATED LANES

All dedicated lanes obtained by DISPATCH are subject to the flat rate of (10%) for the duration of the length of this contract and up to one year after this contract is dissolved with proper written notice between Carrier and Dispatch.

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 and are to be immediately sent to DISPATCH upon receipt.

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

13. INDEMNIFICATION

CARRIER agrees to indemnify, defend and hold DISPATCH and its customers (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 VENUES

This agreement shall be governed by and constructed in accordance with laws of the State of Maryland 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 Maryland in connection with any claims or controversies arising out of this Agreement.

15. ADDITIONAL PROVISIONS

By signing this agreement, you also acknowledge and accept that DISPATCH is solely responsible for booking 100% of loads for the CARRIER.

Dispatch bears no financial or legal responsibility in the transaction between the **Broker/ Shipper, Client agreement.**

In no event will **DISPATCH** 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.

DISPATCH is NOT responsible for Billing Issues, Load problems, Advances (All advances will have to be handled directly between CARRIER and Shipper / Broker) , Handling and storage of paperwork (All documents will be sent to CARRIER unless other arrangements are made), DOT compliance issues, and/or Spike insurance.

IN WITNESS WHEREOF,

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

DISPATCH:

Company: SAFE LOADS, LLC

Contact: Quanche McLeod, President | CEO

Signature: 

Date: _____

CARRIER:

Company: _____

Contact: _____

Signature: _____

Date: _____