

## Dispatch & Management - Carrier Agreement

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between **"Jus Logistic Dispatching"**, hereafter referred to as DISPATCHER, and

\_\_\_\_\_, Hereinafter referred to as CARRIER. WHEREAS, DISPATCHER is a transportation dispatcher handling the necessary paperwork between a SHIPPERS and the CARRIER in order to secure "CARGO" for said CARRIER.

WHEREAS, CARRIER is a Motor CONTRACT Carrier subject to the jurisdiction of the ICC: NOW, THEREFORE, in consideration of the promises and covenants hereinafter contained it is mutually agreed by and between parties hereto as follows:

### OBLIGATIONS OF DISPATCHER

1. DISPATCHER agrees to handle paperwork, phone; fax calls to, from the BROKER or SHIPPER to tender commodities shipments to CARRIER for transportation in interstate commerce by CARRIER between points and places within the scope of CARRIER'S operating authority.
2. DISPATCHER bears no financial or legal responsibility in the transaction between the SHIPPERS, CARRIER agreement.
3. DISPATCHER will:
  - a) Make 100% effort to keep truck(s) loaded.
  - b) CARRIER will be contacted about EVERY load we find to offer, and the driver will ACCEPT or REJECT the load.
  - c) Invoice the CARRIER at time of service; also provide a copy of each Load Confirmation Sheet CARRIER is being billed for. Or send a weekly flat Dispatch Fee based on agreement in **Obligation Of Carrier #1**.

### MANAGEMENT PROGRAM OBLIGATIONS

1. Our experienced team will work closely with your dedicated broker to ensure seamless operations.
2. Driver or team driver micromanagement,

3. Ensuring compliance with FMCSA regulations for both drivers and Your Company.
4. Assign a Broker Company to work exclusively With Carrier Company

#### **OBLIGATIONS OF CARRIER**

1. CARRIER agrees to pay DISPATCHER Fixed Rate fee of (**\$260.00**) in the face value of Dispatching Services, as stated on the Dispatcher Packet. Carrier further agrees to pay DISPATCHER weekly each Friday of each calendar month. Carrier also agrees to pay **\$260.00** at the start of Dispatching Services ( after **orientation** but on the same day) Upon 1st Dispatch Load, And on the following Friday being weekly recurring payments.
2. CARRIER gives DISPATCHER authority to provide his signature for rate confirmation sheets, invoices and associated paperwork necessary for securing cargo and billing purposes. The terms of this agreement shall be perpetual, provided that either party may terminate the same by giving 30 days written notice to the other.
3. SHIPPER agrees to pay CARRIER promptly, following receipt of a freight bill and proof of delivery of each shipment to its assigned destination, free of damage or shortage. The amount to be paid by SHIPPER to CARRIER shall be established between 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 by SHIPPER to CARRIER. Confirmation will be signed by DISPATCHER and returned via FAX to SHIPPER.
4. CARRIER shall be liable for loss, damage, or liability occasioned by the transportation of property arranged by DISPATCHER, SHIPPER while in the possession of the carrier.
5. CARRIER agrees to hold DISPATCHER, SHIPPER harmless from any liability for personal injury or property damage occurring during operation conducted by CARRIER pursuant to this agreement.
6. CARRIER will be responsible to comply with all applicable state and federal regulations pertaining to the operation of a motor carrier.
7. CARRIER and DISPATCHER agree that DISPATCHER, at great expense, has developed a broad customer base of shippers, receivers, and brokers that is essential to the successful operations of his company. CARRIER and DISPATCHER agree that disclosure of the identity of one or more of the companies said customers to CARRIER constitutes valuable consideration. During the term of this AGREEMENT and for a period of two (2) years from its termination, CARRIER shall not, directly or indirectly, solicit or do business

involving transportation or of a warehousing nature with any the companies customers who are serviced by CARRIER as a result of this AGREEMENT unless otherwise agreed by the parties in writing.

8. Carrier acknowledges that the customer information being provided by DISPATCHER is the sole and exclusive property of DISPATCHER 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 DISPATCHER which has previously tendered to CARRIER for transportation, nor shall it pass on or reveal any customer information obtained to any other person or company.
9. Solicitation prohibited under this AGREEMENT means participation in any conduct, whether direct or indirect, the purpose of 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, upon inducement by DISPATCHER efforts.
10. 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 (\$260.00) of all revenues invoiced by CARRIER to the solicited customer. Where a dispute or disagreement arises, both parties agree to tender the issue to binding arbitration in the "TEXAS".
11. CARRIER acknowledges that a breach of this provision will give rise to immediate and irreparable injury to DISPATCHER, which is inadequately compensated in damages. Accordingly, CARRIER agrees that DISPATCHER is entitled to obtain injunctive relief against the breach or threatened breach by CARRIER of this obligation, in addition to any other legal remedies, which may be available. CARRIER further acknowledges that the precise damages DISPATCHER would sustain out of any breach of this covenant may be difficult to ascertain and agrees that it shall pay as damages, twenty five (25) percent of the aggregate of all rates and charges assessed by CARRIER for transportation services provided to any account of DISPATCHER that is handled in contravention of this agreement, plus liquidated damages of ten thousand (\$10,000.00) dollars.
12. CARRIER agrees that it will function under terms of this agreement strictly as duly permitted contract carrier, and hereby waives any and all rate provisions, which may be contained in its published carrier tariffs.
13. This agreement shall be deemed to be effective on the first date that CARRIER, DISPATCHER, and SHIPPER commence business together, and the parties

hereby agree that the provisions herein properly express and memorialize the complete understanding as contained in any prior agreement either written or verbal.

#### **SPECIFIED SERVICES.**

**CARRIER's** services under this Agreement are specifically designed to meet the distinct needs of **BROKER** and or **SHIPPER** under the specified rates and conditions set forth herein. This Agreement does not grant **CARRIER** an Exclusive right to perform the Transportation related to services for **BROKER/SHIPPER** or its **Customers**. Or go directly to the **Broker,Shipper**, and or its **Customers** without "**JUS LOGISTIC DISPATCHING**" Company.

Here is a rewritten version of the statement in a formal business tone:

"In the event of a breach or non-compliance with the stipulated terms and conditions to this section, the party found liable shall be subjected to a penalty fee of Five Thousand Dollars (\$5,000)."

**"JUS LOGISTIC DISPATCHING "**

**CARRIER**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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