 **DISPATCH SERVICE AGREEMENT**

The effective date of this agreement is the\_\_\_\_\_ day of\_\_\_\_\_\_\_\_\_\_\_\_ 2022, by and between\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereafter referred to as the “Carrier,” and **Lady K & Son’s Logistics** hereafter referred to as the “Dispatcher.”

CARRIER affirms to being a legally sanctioned Motor Carrier of property by the Department of Transportation and FMSCA with the following: MC #\_\_\_\_\_\_\_\_\_, and USDOT #\_\_\_\_\_\_\_\_\_.

The relationship of the CARRIER and DISPATCHER shall always be that of an INDEPENDENT CONTRACTOR. Neither party shall be the agent or employee of the other.

**CARRIER RESPONSIBILITIES**

CARRIER shall promptly perform the transportation arranged by the DISPATCHER and accepted by the CARRIER and represents that its operations will comply with all applicable state and federal laws and regulations regarding moving intrastate and interstate freight.

CARRIER shall provide all trucks and equipment necessary to perform work under this agreement. Unit #\_\_\_\_\_\_\_\_ and License Plate #\_\_\_\_\_\_\_\_, and in the state of\_\_\_\_\_\_\_\_.

CARRIER agrees to maintain all proper licenses and permits to conduct business.

CARRIER will assume full responsibility for all salaries, insurance, taxes, pensions, premiums, contributions and benefits of CARRIER’S drivers in the performance of this agreement.

CARRIER has the sole responsibility to maintain the minimum insurance levels as prescribed by the FMCSA and by the freight broker or shipper.

**AGREEMENT TERMS AND CONDITIONS**

* The CARRIER authorizes the DISPATCHER to execute and sign the set-up carrier packages and rate confirmations on CARRIER’S behalf to acquire load.
* The CARRIER authorizes the DISPATCHER to act as their agent for the sole purpose of searching for and booking loads.
* Rate confirmation will be sent to the driver via email on each load secured by DISPATCHER.
* CARRIER agrees that it shall be responsible for any loss, delay, destruction, theft, damage, or liability, or whatever nature, which arises from the transportation of any freight arranged by DISPATCHER**.** For any reasons that revenue for a shipment or shipments is uncollectible, DISPATCHER will be held harmless, and no penalty or deduction of fees will be made.
* CARRIER agrees to maintain an account with an internet load board service in its name, giving the DISPACTER access for dispatching purposes only.
* CARRIER must call or text DISPATCHER when load is delivered to confirm delivery accepted without exception or other problems.
* Any exception upon delivery must be immediately conveyed to DISPATCHER before the driver leaves the consignee’s facility if detention/TONU/layover pay will be requested.
* CARRIERS will follow any responsible special instructions the DISPATCHER provided for the performance of this agreement. CARRIER will meet or exceed the usual and accepted industry standards in the transport of freight.

**This agreement terminates in the event of any of the following reasons with a courtesy 3-day notice required:**

* DISPATCHER cancels service for non-payment or other operational issues.
* CARRIER ceases business or discontinues service.
* DISPATCHER or CARRIER cancels service for operational issues, service dissatisfaction, communications issues, etc.

**BILLING TERMS**

DISPATCHER will invoice CARRIER to pay for the above transportation services performed within 24 hours upon receipt of each invoice based on the rate of **\_\_\_\_\_%** of gross revenue per truck per load. Payment to DISPATCHER by CARRIER shall be complete and final without recourse. CARRIER is to pay DISPATCHER after every completed load. Failure to pay within 24 hours will result in DISPATCHER ceasing to book loads. DISPATCHER shall resume booking loads when the **invoice is satisfied. A $25.00 late fee will be assessed for all late payments.**

As loads are picked up, an equal amount to the above stated percentage will be payable to: **LADY K & SON’S LOGISTICS.** Payments are to be conveniently paid with any **Debit** or **Credit Card via Text or Emailed Invoice processed by SQUARE. Please provide your SMS Cell Phone here (\_\_\_\_) \_\_\_\_\_\_\_\_\_\_\_\_\_\_ & Your Email here\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.**

**Signing below means you fully understand the terms of this agreement.**

**CARRIER**

**Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_**

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

**Business Number (\_\_\_\_\_) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Cell Number (\_\_\_\_) \_\_\_\_\_\_\_\_\_\_\_\_\_**

**Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**DISPATCHER**

**Print Name: Kimberly Banks/LADY K & SON’S LOGISTICS**

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

**Phone Number: (470) 907-5034\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Email Address: ladykandsonslogistics@gmail.com\_\_\_\_\_\_**