

Dispatcher – Carrier Agreement

This Agreement is made this _____ day of _____, 20__ by and between **Commercial Transportation Consultant Logistics & Services** hereafter referred to as DISPATCHER, and _____, Hereinafter referred to as CARRIER. WHEREAS, DISPATCHER is a transportation dispatcher handling the necessary paperwork between 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 FMCSR: 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 SHIPPER, 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 Carrier 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.

OBLIGATIONS OF CARRIER

1. CARRIER agrees to pay _ percent of the gross revenue unless indicated otherwise. There is a \$25 fee for doing carrier packets even if the load isn't accepted. Payments are to be made to Dispatcher on the agreed upon payday weekly. Carrier is under no obligation after the 30 day trial to remain with the dispatch service.

2. CARRIER gives DISPATCHER authority to provide his/her signature for rate confirmation sheets, invoices and associated paperwork necessary for securing cargo and billing purposes.

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 or EMAIL by SHIPPER to CARRIER. Confirmation will be signed by DISPATCHER and returned via FAX or EMAIL to SHIPPER.

Payments are due to the DISPATCHER for services rendered and payments that are due to the DISPATCHER for services rendered are not contingent on outstanding company payments due to the CARRIER for loads that he/she has hauled for the SHIPPER OR BROKER.

Failure to pay the DISPATCHER for services rendered will result in termination of contract and services immediately unless otherwise determined by the DISPATCHER. Money owed to DISPATCHER after a breach of contract IS EXPECTED TO BE PAID.

Commercial Transportation Consultant Logistics & Services

BY: Richard (Rick) Smith

TITLE: Dispatcher/Owner

DATE:

CARRIER: _____

BY: _____

TITLE: _____

DATE: _____

We will also need the following from your company to start working for you!

- 1. A Completed W9 Form. We have one you can fill out if you don't have one.**
- 2. A Copy of your Motor Carrier Authority Form.**
- 3. A Copy of your Insurance Certificate. We require the standard form.**

POWER OF ATTORNEY

Company Name _____

MC# _____

Address _____

City _____

State _____

Zip _____

Phone () _____

Fax () _____

Email Address _____

I, _____, hereby appoint **Commercial Transportation Consultant Logistics & Services of Indiana, PA 15701** as my Attorney-in-Fact ("Agent"). Commercial Transportation Consultant Logistics & Services agents shall have full power and authority to act on my behalf. This power and authority shall authorize Commercial Transportation Logistics & Services to manage and conduct affairs and to exercise all of my legal rights and powers, including all rights and powers that I may acquire in the future. Commercial Transportation Consultant Logistics & Services powers shall include, but not be limited to, the power to:

1. Contact shippers and brokers on my behalf for cargo.
2. Transfer of Paperwork (Carrier Packet, Rate Confirmations, Insurance Certificates, Invoices and all necessary paperwork) to shippers.
3. Sign and Execute Rate Confirmations for freight on my behalf.

This Power of Attorney shall be construed broadly as a General Power of Attorney. The listing of Specific powers is not intended to limit or restrict the general powers granted in this Power of Attorney in any manner.

Commercial Transportation Consultant Logistics & Services shall not be liable for any loss that results from a judgment error that was made in good faith. However, Commercial Transportation Consultant Logistics & Services 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 my Agent to indemnify and hold harmless any third party who accepts and acts under This document. Commercial Transportation Consultant Logistics & Services shall be entitled to reasonable compensation for any services provided as my Agent. shall be entitled to reimbursement of all reasonable expenses incurred in connection with this Power of Attorney.

Commercial Transportation Consultant Logistics & Services shall provide an accounting for all acts performed as my Agent, if I so request or if such a request is made by any authorized personal representative or fiduciary acting on my behalf. This Power of Attorney shall become effective immediately. This is a Durable Power of Attorney. This Power of Attorney shall continue effective for 30 days. This Power of Attorney may be revoked by me at any time by providing (30 Days) written notice to my Agent.

Dated _____, 2019

Signature

Printed Name

CARRIER/COMPANY PROFILE FORM

Instructions: Please complete this form giving us all the information that pertains to you and your company. The better informed we are, the better we will be able to assist you. This form can be updated at anytime by notifying us. This information is for our use only and will not be released to any third party without your written permission.

PART I: CARRIER PROFILE INFORMATION SECTION:

COMPANY: _____ D/B/A (If Any): _____

PHYSICAL ADDRESS: MAILING ADDRESS: _____

CITY: _____ STATE: ___ ZIP: _____

MAIN CONTACT: _____ OFFICE PHONE: _____ FAX: _____

CELL: _____ EMERGENCY CONTACT: _____ PHONE: _____

EMAIL ADDRESS: _____

WEBSITE IF ANY: _____

DOT #: _____ MC#: _____ SSN/EIN#: _____ SCAC CODE: _____

TWIC CERTIFIED: _____ HAZ MAT CERTIFIED: _____

PART 2: EQUIPMENT SECTION:

(for more than one truck use the multiple truck form)

VAN EQUIPMENT:

48' VAN: ___ 53' VAN: ___ AIRRIDE: ___ VENTED: ___ E-TRACK: ___

LOGISTICS: ___ LOAD BARS: ___ STRAPS: ___

PADS: ___ MAX LOAD WEIGHT: _____

COMMENTS: _____

Carrier Profile

REEFER EQUIPMENT:

48' REF: ____ 53' REF: ____ AIRRIDE: ____ PALLETS: ____ ETRACK: ____

LOAD BARS: ____

FLATBED/SPECIALIZED EQUIPMENT:

45' FLAT: ____ 48' FT: ____ 53' FLAT: ____ 48' STEP DECK: ____ 53'

STEP DECK: ____ RGN: ____ IF SO SIZE: _____

RAMPS: _____ LEVELERS: _____ CHAINS: _____ STRAPS:

_____ TARPS: ____ SIDES: __ OVERSIZE: _____

MAX LOAD WEIGHT: _____

COMMENTS: _____

PART 3: SERVICE AREAS OF OPERATION:

(Check all that apply)

United States: [] All 48 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 [] OH
[] OK [] OR [] PA [] RI [] SC [] SD [] TN [] TX [] UT [] VA [] VT []
WA [] WI [] WV [] WY

Canada: [] AB [] BC [] MB [] ON [] QB [] SK

Mexico: []

Rate of Haul Information:

Please give us your minimum rate information. We understand that many factors will change this information. But this will give us a starting point.

MINIMUM RATE PER MILE: _____ MAX PICKS: _____

MAX DROPS: _____

COST PER EXTRA STOP: _____

DRIVER TOUCH : ____ (Y/N): COMMENTS: _____

PART 4: FACTORING INFORMATION:

If you use a factoring service, please provide us the following information. This will ensure that we only use brokers that are approved by your factoring company.

FACTORING COMPANY NAME: _____

CONTACT: _____

PHONE: _____

FAX: _____

WEBSITE: _____

BILLING ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE _____

PART 5: INSURANCE INFORMATION:

Please note: We do require our carriers to maintain a minimum of \$1 Million in liability and \$100,000.00 in Cargo insurance.

INSURANCE COMPANY: _____

CONTACT: _____

PHONE: _____ FAX: _____ EMAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PART 6: OTHER INFORMATION:

PLEASE USE THE FOLLOWING SECTION TO BETTER DESCRIBE YOUR COMPANY THAT WE HAVE NOT ALREADY ASKED FOR.

Office Use Only: Updated On: __/__/____

Comments: _____

MULTIPLE TRUCK OPERATION FORM

Please complete this form if you are a trucking company with more than one (1) truck working under your authority.

TRUCK#	TRAILER#	TYPE TRLR	MAX WGHT	DRIVER	CELL

Notes:

- 1 - Does the assigned driver have the right to make load decision for you? ___
- 2 - Does the driver need to have a copy of the load confirmation? _____
- 3 - Do we need to do the initial dispatch of the driver, or will you? _____
- 4 - Other: