

New Carrier Set-Up Packet



Dear Valued Carrier,

Welcome to Freight Path LLC!

Freight Path LLC is a dispatching company with over 10 years' of experience. We take pride in what we do globally. We are proficient and professional in our day-to-day activities. While working with us you will understand the ideal of family because we treat each driver as such!

We take the time out to learn the driver. Drivers will receive 24/7 support and will understand that their dispatcher is on their side. We believe in our services and will go the extra mile for the carriers.

Thank you for considering Freight Path LLC to keep your business moving and profitable on the road to success!

In order to qualify, you will need the following documents:

- New Carrier Profile (see Page 3)
- Signed Limited Power of Authority Form (see Page 4)
- Signed Carrier Agreement (pages 5 – 8)—please fill out completely and sign
- Completed W9 (a blank W9 is included on page 10 if needed)
- Copy of MC Authority Document
- Safety rating documentation (if available)
- Certificate of Insurance
 - o ****One (1) Million Auto Liability and \$100,000 Cargo Insurance is REQUIRED****

For your convenience, documentation can be emailed to freightpathllc@gmail.com with the subject "New Carrier Setup." Please include your business name. You can also mail documentation to the below address:

Freight Path LLC
C/O: Latravis Brazil
1112 Clara Gardner Dr
Lowndesboro, AL 36752

We look forward to working with you!

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Freight Path LLC Company Information

Freight Path LLC
1112 Clara Gardner Dr
Lowndesboro, AL 36752
Latravis Brazil
Ph: 334-546-0698

Contact: Latravis Brazil

Officers

Latravis Brazil – Owner

INVOICES VIA EMAIL:

freightpathllc@gmail.com

MAIL INVOICES TO:

Freight Path LLC
C/O Latravis Brazil
1112 Clara Gardner Dr
Lowndesboro, AL 36752



New Carrier Profile



Name: _____

Company Name: _____

MC Number: _____ USDOT: _____ FedTaxID: _____

Home Address: _____

Equipment Type: ___ Dry Van ___ Reefer ___ Flatbed ___ Other: _____
(count)

Equipment Size: ___ 53' _____
(count) _____ 48' _____ 40' _____ Other: _____

CDL Certified? ___ Yes ___ No Any Other Certifications? _____

Minimum Cost per Mile (CPM): \$ _____ per mile Max Weight: _____ lbs

Preferred Distance to Run: _____ Miles Max Miles: _____

Preferred Region: _____ Interstate Intrastate

Date Authority Obtained: _____

Any notes or requests for me? _____



Freight Path LLC
Limited Power of Attorney



BE IT BE KNOWN that I, authorized representative of _____
(Company Name), a licensed motor carrier, MC# _____, in the State of
_____, do hereby grant "Limited Power of Attorney" to Freight Path LLC, an
Alabama Corporation, to act as a Dispatch Service for the sole purpose of securing
freight, processing all brokerage agreements, processing freight invoices, and/or Bills
of Lading, obtaining Certificates of Insurance as required to expedite shipments, sign
and submit carrier packets for carrier approval and dispatch said company equipment
and all services as outlined in Freight Path LLC Dispatch Agreement between
Dispatcher and Carrier.

For purposes of facilitating this authorization, Freight Path LLC assumes the
contracted position of "Dispatch Service" for said company.

This authorization will remain in effect until terminated by either undersigned party as
outlined in the Dispatcher-Carrier agreement.

Date: _____

Date: _____

Freight Path LLC

(Carrier Company Name)

Latravis Brazil
Owner
Freight Path LLC

(Signature)

(Name and Title)



Dispatcher-Carrier Agreement



1. RECITALS

This agreement made as of this _____ day of _____ (month), 20____, by and between Freight Path LLC, hereinafter referred to as "Dispatcher," and _____ (Contact Name) of _____ (Company Name), hereinafter referred to as "Carrier".

Whereas, Carrier is a MOTOR CONTRACT CARRIER, desiring to retain Freight Path LLC by executing a Limited Power of Attorney form to secure freight and dispatch Carrier's equipment.

Whereas, Freight Path LLC is a transportation dispatcher handling the necessary paperwork between shippers and the Carrier.

The Carrier must prior to the implementation of this agreement furnish to Freight Path LLC the following:

- a. A signed Limited Power of Attorney form.
- b. Copy of Carrier's Authority.
- c. Proof of Insurance Certificates
- d. ** We require at least \$1,000, 000 in Liability and at least \$100,000 in Cargo coverage.
- e. A signed W-9.
- f. This agreement completed, dated and signed

2. STATEMENT OF WORK

Freight Path LLC will:

- a. Find freight that best matches profile for the Carrier.
- b. Upon the Carrier agreeing to the load, Freight Path LLC will fax/email to shipper /broker the Carrier's, Authority, W-9, proof of insurance, and order insurance certificates if required, along with any other required supporting documentation.
- c. Handle the setting of appointments if necessary. (depending on agreement)
- d. Prepare directions to pickup and delivery locations, if necessary (depending on agreement)
- e. Assist with any problems that arise in the transit of the load when necessary, within our capabilities. (depending on agreement)

Carrier is responsible for own equipment, we can direct you to a service that maybe helpful.



- f. All load information is available to the Carrier at all times – Freight Path LLC will hold on to the dispatch, assessorial information, etc. until the load is completed.
- g. Upon forwarding the final load confirmation, and mailing all documentation to the Carrier, the services of Freight Path LLC have been fully performed.

A. Obligations of Dispatcher

- i. Dispatcher agrees to handle paperwork, phone, and email/fax to and from the Broker or Shipper to tender commodities or shipments to Carrier for transportation in interstate commerce by Carrier between points and places within the scope of Carrier's operating authority.
- ii. Dispatcher bears no financial or legal responsibility in the transaction between the Shipper and Carrier agreement.
- iii. Dispatcher will:
 - 1. Make a 100% effort to keep Carriers truck(s) loaded.
 - 2. Carrier will be contacted about every load we are offered, and the driver will Accept or Reject the load.
 - 3. Invoice the Carrier at time of service, and provide a copy of each load Confirmation Sheet Carrier is being billed for.

B. Obligations of Carrier

- i. Carrier gives Freight Path LLC authority to provide his/her signature for rate confirmation sheets, invoices and associated paperwork necessary for securing cargo and billing purposes.
- ii. Carrier agrees to collect payment from the Shipper 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 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 Carrier. Confirmation will be signed by Freight Path LLC and returned via FAX or EMAIL to Shipper.
- iii. CANCELLATION: Once the carrier has agreed to pickup and drop-off locations and rate for a shipment and Dispatcher books the load, the load is considered awarded to Carrier. Should Carrier have a need to cancel, Carrier must provide at least 12 hours' notice or a \$100 fee will be assessed per canceled shipment. After two canceled shipments from one driver, a \$250 fee per cancellation will be assessed to the driver's invoice.



3. CONSIDERATION

The Carrier agrees to pay Freight Path LLC a rate of 6% per shipment, or as per the agreed quotes and terms, as stated in Section 2 of this agreement. These agreed term rates will be required to be paid to Freight Path LLC as per the conditions of the agreement upon approved credit. A 2-day grace period will be allowed before the account becomes overdue. At 13 days, the account will be suspended and a reactivation fee of \$200 will apply in addition to any overdue fees. After 30 days the account may be placed for collection.

Freight Path LLC will invoice the Carrier as per the terms of the agreement via EMail, U.S. Mail or faxing said invoice by PayPal. Payment can be made to Freight Path LLC by Debit/Credit Card (with signed authorization form), Venmo, PayPal and bank transfer. Once the payment is processed the Carrier will be sent a confirmation receipt via email, fax or US Mail.

4. ADDITIONAL PROVISIONS

Once a load has been set up for the Carrier and all information given, it will be the responsibility of the Carrier to handle directly with the shipping party any problems, issues, delays, overages, shortages, damages, or billing and collections issues, unless you have made arrangements for additional services from Freight Path LLC.

In no event will Freight Path 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.

A. LOADING PROCEDURES

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 or 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.

B. Responsibilities for Proper Loading

A driver cannot operate a commercial vehicle unless (1) the 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 makes a change of his 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 carrier 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. If the driver 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 agents of the carrier. 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 carrier 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

Freight Path LLC is NOT responsible for:

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

GOVERNING LAW

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

7. JURISDICTIONS AND VENUE

Freight Path LLC and the Carrier hereby consent to and agree to submit to the jurisdiction of the Federal and state courts located in the District of Alabama in connection with any claims or controversies arising out of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as the date written.

Date: _____

Date: _____

Freight Path LLC

(Carrier Company Name)

Latravis Brazil
 Latravis Brazil
 Owner
 Freight Path LLC

(Signature)

(Name and Title)



Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number													
				-					-				
or													
Employer identification number													
				-									

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.