 **DISPATCH/CARRIER AGREEMENT**

We are pleased that you have decided to grant us the permission to act as your dispatching service. With, Mobile Resource, LLC you are not a number. By partnering with us, you will receive the support that you need to take your dispatching operations to the next level.

To get enrolled in our program, please complete, sign and return the following items (in pink) via email to [Info@themobileresource.com](file:///C%3A%5CUsers%5CLatis%5COneDrive%5CDesktop%5CInfo%40themobileresource.com) and [LatishaJalloh@live.com](file:///C%3A%5CUsers%5CLatis%5COneDrive%5CDesktop%5CLatishaJalloh%40live.com).

* **Dispatch/Carrier Agreement**
* **Limited Power of Attorney**
* **Carrier Profile Sheet**
* **Truck Operation Form**
* **Copy of Carrier's Authority**
* **Copy of each driver’s CDL license**
* **Signed W-9**
* **Copy of insurance certificate**

**(We require $100,000 in Cargo Coverage and $1,000,000 in Auto Liability)**

Once your paperwork is processed you will be contacted within 24-48 hours. For questions or concerns regarding our requirements, please contact us at business email [Info@themobileresource.com](file:///C%3A%5CUsers%5CLatis%5COneDrive%5CDesktop%5CInfo%40themobileresource.com) and/or [Latishajalloh@live.com](file:///C%3A%5CUsers%5CLatis%5COneDrive%5CDesktop%5CLatishajalloh%40live.com).

Thank you for choosing Mobile Resource, LLC as your dispatching service!

**Mobile Resource, LLC**

# RECITALS

This agreement is made as of this Click or tap here to enter text. day of Click or tap here to enter text. Click or tap here to enter text. between Mobile Resource LLC, hereinafter referred to as “DISPATCHER”, and Motor Click or tap here to enter text., licensed by the FMCSA as an interstate carrier of property holding active authority,

Click or tap here to enter text. and/or Click or tap here to enter text., hereinafter referred to as “CARRIER”. CARRIER desires to retain DISPATCHER by way of executing a Limited Power of Attorney form to find, secure and dispatch freight for CARRIER’s equipment. DISPATCHER and CARRIER have, upon due consideration, determined that an agreement to their mutual advantage and best interest has been formed, and thereby agrees to the terms and conditions listed within this Agreement.

Prior to the implementation of this agreement, CARRIER must furnish to DISPATCHER the following documents:

1. [ ]  This Carrier Agreement (completed, dated and signed)
2. [ ]  Limited Power of Attorney form
3. [ ]  Carrier Profile Sheet
4. [ ]  Truck Operation Form
5. [ ]  Copy of each driver’s CDL License
6. [ ]  Copy of Client’s Authority (MC Permit)
7. [ ]  A signed W-9 form
8. [ ]  Proof of Insurance Certificates \*\*

\*\*We require at least $1,000,000 in Auto Liability and at least $100,000 in Cargo Coverage\*\*

# RELATIONSHIP

The relationship of CARRIER and DISPATCHER shall, at all times, be that of an independent contractor. DISPATCHER shall be the ONLY agent working on behalf of CARRIER to: search for loads, book them, dispatch, and handle all paperwork that is required to be completed with brokers and/or shippers. DISPATCHER is not a freight broker and is not acting in the capacity of a freight broker for the CARRIER. The DISPATCHER will SOLEY be responsible for booking ALL LOADS once the contract is signed.

# TERM AGREEMENT

The term of this Agreement shall be effective upon the date signed by both parties to this Agreement and shall continue thereafter for a term of seven (7) days of such date, and automatically from week to week thereafter, subject to the right of either party hereto to cancel the Agreement at any time upon not less than seven (7) days written notice by one party to another. CARRIER must send notification of intent to discontinue services to DISPATCHER by emailing said Revocation Notice to [Info@themobileresource.com](file:///C%3A%5CUsers%5CLatis%5COneDrive%5CDesktop%5CInfo%40themobileresource.com) and [Latishajalloh@live.com](file:///C%3A%5CUsers%5CLatis%5COneDrive%5CDesktop%5CLatishajalloh%40live.com).

# RATE AGREEMENT

**10%**

Flat fee of **10%** of the gross rate of each load

# DEDICATED LANES

Each or all dedicated lanes obtained by DISPATCHER’S are subject to the flat rate of **10%** for the duration of the dedicated lane.

# STATEMENT OF WORK

DISPATCHER’s objective is to design a proactive logistics plan based on the CARRIER’s territorial preferences. The logistics plan is influenced by the current situation in the market and/or region, in order to take advantage of the most profitable loads. DISPATCHER will find loads that best match the CARRIER’s preferences and will communicate such options with the CARRIER and/or its driver(s). Once the CARRIER agrees to accept the load, DISPATCHER will send all necessary and required supporting documents to the broker or shipper. Once the rate confirmation is received, it will be forwarded to the CARRIER for their records.

**DISPATCHER agrees to**:

* Find freight that best matches profile for CARRIER.
* Contact CARRIER with load matches and go over options.
* Fax to broker/shipper the CARRIER’s Authority, W-9, proof of insurance, and order insurance certificates if required, along with any other required supporting documentation upon the CARRIER agreeing to take a load.
* Provide the driver with all dispatch instructions for pickup, transit and delivery.
* Assist with any problems that arise in the transit of the load within our capabilities. The CARRIER is responsible for its own equipment. We will put forth our best effort to direct CARRIER to a service that might be of help.
* Hold on to all documentation until the load is completed. Once the load is completed, DISPATCHER will email or fax all documents to the CARRIER.
* Forward the final load confirmation and mail all documentation to the CARRIER, concluding that all services have been performed in full.

# COMPENSATION

CARRIER agrees to pay a total of **10%** of the loads gross revenue booked by DISPATCHER on a weekly basis. DISPATCHER will invoice the CARRIER via email on Tuesday’s. Payments are due within 24 hours of invoice being sent, on Wednesday mornings. Late payments will be subject to a **$200.00 late fee**, which must be paid in addition to the original invoice amount before any additional loads are booked. Payments may be submitted via credit/debit card, zelle, venmo, pay pal or ACH direct deposit. After 30 days the account may be placed for collection. **All payment terms set forth by DISPATCHER are final.**

# BILL OF LADING

Each shipment will be evidenced by a bill of lading issued by the receiving facility. CARRIER is responsible for submitting Bill of Lading to DISPATCHER immediately upon request via camscan app or any scanner app.

# 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.

# SUB-CONTRACT PROHIBITION

CARRIER specifically agrees that all freight booked by DISPATCHER shall be transported on equipment operated only under the authority of the 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 DISPATCHER.

# DRIVERS

CARRIER agrees to provide properly qualified, trained, and licensed drivers 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. If CARRIER allows others to drive his truck/s he must tell DISPATCHER’s whom is allowed to accept or decline loads on the CARRIER’s behalf.

# FREIGHT LOSS, DAMAGE, OR DELAY

It will be the responsibility of the CARRIER to handle directly with the shipping party any: overages, shortages, damages, or billing and collections issues. In no event will DISPATCHER 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. CARRIER will 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, or destruction of any and all of shipper’s goods or property while under the CARRIER’s care. This includes but is not limited to loading and unloading problems or issues, delays, overages, shortages, damages, and billing and collection issues and hours of services. Payments owed to DISPATCHER by CARRIER, pursuant to the provisions of this particular section, shall be made within thirty (30) days following receipt of customer’s invoice and supporting documentation for the claim.

# INDEMNIFICATION

CARRIER agrees to indemnify, defend, and hold DISPATCHER and its customer (including their officers, directors, employees, subcontractors, and agents) harmless from and against any and all liabilities, damage, fines, penalties, costs, claims, demands and expenses. CARRIER shall be responsible for and agrees to indemnify DISPATCHER from any and all: personal injury, property damage, loss, claim, injury, obligation, or liability arising from CARRIER’s actions pursuant to this agreement.

# DISCLAIMERS

DISPATCHER is NOT responsible for:

1. Billing Issues.
2. Load problems.
3. Advances.
	* All advances will have to be handled directly between CARRIER and shipper or 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.
7. Processing the factoring of any booked loads. This is the sole responsibility of the owner operator or fleet owner, unless otherwise specified.

# GOVERNING LAW, JURISDICTION AND VENUE

This agreement shall be governed by and construed in accordance with laws of the **State of**

**VIRGINIA** both as interpretation and performance. DISPATCHER and CARRIER hereby consent to and agree to submit to the jurisdiction of the federal and state courts located in **Fairfax, Virginia** in connection with any claims or controversies arising out of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the first date written.

 Click or tap here to enter text. \*We will print this out and sign

|  |  |
| --- | --- |
|  **(Name of Carrier)**  | **Joseph Selman/Latisha Washington**  |
| Click or tap here to enter text.  | The Mobile Resource, LLC |

**(Signature of Carrier)** **Owner**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***Limited Power of Attorney***

This Limited Power of Attorney Agreement is made effective on Click or tap here to enter text. between The Mobile Resource, LLC, a company established under the laws of the State of Virginia and hereinafter referred to as DISPATCHER, and Click or tap here to enter text., with a

 Click or tap here to enter text. and/or Click or tap here to enter text., hereinafter referred to as CARRIER. CARRIER hereby appoints DISPATCHER as Attorney-in-Fact. DISPATCHER’s agents shall have full power and authority to act on CARRIER’s behalf. This power and authority shall authorize DISPATCHER to manage and conduct affairs and to exercise all rights and powers for the specific purpose of contracting loads of freight to be hauled by CARRIER. CARRIER is giving and granting said dispatcher of The Mobile Resource, LLC full power and authority to do and perform every and all act that is necessary within the scope of the specific terms set out herein. DISPATCHER’s powers shall include, but not be limited to the power to:

* Provide professional dispatch services, including the power to contact drivers, shippers, and brokers on CARRIER’s behalf for cargo
* Transfer paperwork such as carrier packets, rate confirmations, insurance certificates, invoices, and all other necessary paperwork to shippers and brokers
* Sign and execute rate confirmations and other related documents for freight

DISPATCHER shall not be liable for any loss that results from a judgment error that was made in good faith, however, DISPATCHER 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 DISPATCHER to indemnify and hold harmless any third party who accepts and acts under this document.

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. This Power of Attorney shall become effective immediately and shall remain in full force until revoked by CARRIER in writing. CARRIER understands that such revocation is to be sent in writing, by emailing LatishaJalloh@live.com or info@themobileresource.com CARRIER understands that should a written revocation be sent to Latishajalloh@live.com or [info@themobileresource.com](info%40themobileresource.com), a confirmation/receipt of the email will be sent in response to CARRIER.

In witness whereof, the parties hereto have executed this Agreement as of the date first written.

Click or tap here to enter text. Click or tap here to enter text.

|  |  |
| --- | --- |
| **(Print Carrier’s Name)**  Click or tap here to enter text.  | **(Print Company Name)**  Click or tap here to enter text. |
| **(Signature of Carrier)** Click or tap here to enter text.  | **(Signature of Dispatcher/s)**  Click or tap here to enter text. |
| **(Print Carrier’s Name)**  | **(Print Dispatcher Name)**  |
|  |  |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |  |

***Carrier Profile Sheet***

**Completing this form will assist us in finding and securing loads and lanes that best suit the needs of your company. The better informed we are, the better we will be able to assist you. This form can be updated at any time. This information is for our use only and will not be released to any third party without your express written permission.**

## PART 1: CARRIER INFORMATION SECTION

**COMPANY NAME:** Click or tap here to enter text.

**DBA (If Any):** Click or tap here to enter text.

**PHYSICAL ADDRESS:** Click or tap here to enter text.

**CITY:** Click or tap here to enter text. **STATE:** Click or tap here to enter text. **ZIP:** Click or tap here to enter text.

**MAILING ADDRESS:** Click or tap here to enter text.

**CITY:** Click or tap here to enter text. **STATE:** Click or tap here to enter text. **ZIP:** Click or tap here to enter text.

**MAIN CONTACT NAME:**Click or tap here to enter text.

**E-MAIL:** Click or tap here to enter text.

**PHONE:** Click or tap here to enter text. **FAX #**Click or tap here to enter text.

**EMERGENCY CONTACT (OPTIONAL):** Click or tap here to enter text.

**EMERGENCY PHONE:** Click or tap here to enter text.

**MC#:** Click or tap here to enter text. **DOT#:** Click or tap here to enter text.

**EIN#**Click or tap here to enter text.

**SCAC CODE** Click or tap here to enter text. **TWIC CERTIFIED** Click or tap here to enter text.

**HAZMAT CERTIFIED** Click or tap here to enter text.

## PART 2: EQUIPMENT SECTION

**NUMBER OF TRUCKS:** Click or tap here to enter text.

**NUMBER OF TRAILERS:** Click or tap here to enter text.

**DRY VANS:** Click or tap here to enter text. **REEFERS:** Click or tap here to enter text. **FLATBED:** Click or tap here to enter text. **OTHER:** Click or tap here to enter text.

**TRAILER SIZES: VAN:** Click or tap here to enter text. **REEFER:**Click or tap here to enter text. **FLATBED:**Click or tap here to enter text. **OTHER:** Click or tap here to enter text.

**DETAILED DESCRIPTION OF EQUIPMENT (I.E. PALLETS, TARPS, OVERSIZE AND WEIGHT LIMITS):**

Click or tap here to enter text.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

## PART 3: SERVICE AREAS OF OPERATION (Please check all that apply)

**United States:** [ ]  **All 48 states (USA)**

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| **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** |  [ ]  |

## PART 4: RATE INFORMATION

**Please provide us with your ideal (reasonable) rate per mile request. We understand that many factors will change this information, but this will give us a starting point.**

**IDEAL RATE PER MILE: $**Click or tap here to enter text. **IDEAL WEEKLY GROSS MINIMUM $** Click or tap here to enter text. **COMMENTS/ADDITIONAL PREFERENCES:**

## Click or tap here to enter text.

## PART 5: FACTORING INFORMATION SECTION

**If your trucking company utilizes a factoring service, please provide us the information listed below This will ensure that we only use brokers that are approved by your factoring company.**

**FACTORING COMPANY NAME:** Click or tap here to enter text.

**ADDRESS:**Click or tap here to enter text.

**CITY** Click or tap here to enter text. **STATE** Click or tap here to enter text. **ZIP** Click or tap here to enter text.

**CONTACT NAME:**Click or tap here to enter text.

**PHONE:**Click or tap here to enter text. **FAX:** Click or tap here to enter text.

**WEBSITE:**Click or tap here to enter text. **EMAIL:** Click or tap here to enter text.

## PART 6: INSURANCE INFORMATION SECTION

**INSURANCE CARRIER:** Click or tap here to enter text.

**ADDRESS:** Click or tap here to enter text.

**CITY** Click or tap here to enter text. **STATE** Click or tap here to enter text. **ZIP** Click or tap here to enter text.

**CONTACT NAME:** Click or tap here to enter text.

**PHONE:** Click or tap here to enter text. **FAX:** Click or tap here to enter text.

**WEBSITE:**Click or tap here to enter text. **EMAIL:** Click or tap here to enter text.

## PART 7: REFERAL’S (OPTIONAL)

**Please list three (3) owner operators who you believe might benefit from our dispatching service.**

**Name:** Click or tap here to enter text. **Cell:** Click or tap here to enter text.

**Name:** Click or tap here to enter text. **Cell:** Click or tap here to enter text.

**Name:** Click or tap here to enter text. **Cell:** Click or tap here to enter text.

*Truck Operation Form*

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Truck #**  | **Trailer #**  | **Trailer Type**  | **Max Weight**  | **Driver**  | **Cell Phone**  |
|  Click or tap here to enter text. |  Click or tap here to enter text. |  Click or tap here to enter text. |  Click or tap here to enter text. |  Click or tap here to enter text. |  Click or tap here to enter text. |
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**DOES THE ASSIGNED DRIVER HAVE THE RIGHT TO MAKE LOAD DECISIONS FOR YOU?**

Click or tap here to enter text.

**DOES THE DRIVER NEED TO HAVE A COPY OF THE RATE CONFIRMATIONS?**

Click or tap here to enter text.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 ***Credit Card Payment Authorization Form***

**I** Click or tap here to enter text. **, hereinafter called CARRIER do hereby authorize** Click or tap here to enter text. **, hereinafter called DISPATCHER, to initiate a weekly debit entry for the amount listed below, to the credit account indicated below, in consideration of the dispatching service provided to me. I understand that my signature on this authorization form, along with a photocopy of the front and back of both my credit card as well as my driver’s license, will allow the convenience of not having to produce these items for impression at the time of service.**

**Name on the card:** Click or tap here to enter text.

**Please Check One:** [ ] **VISA** [ ] **MASTER CARD** [ ] **DISCOVER** [ ] **AMEX**

**Credit Card Number:** Click or tap here to enter text.

**Expiration Date:** Click or tap here to enter text. **CVV:** Click or tap here to enter text. **ZIP CODE:** Click or tap here to enter text.

**This authorization is to remain in full force and effect. I understand that I will be notified via email when DISPATCHER debits my account each week. I understand that if the load is tendered and accepted by me, but for any reason, whether it is due to carrier, shipper, or broker, the load gets rescheduled or cancelled, I am still responsible for paying DISPATCHER as set out in the agreement above. Any revocation shall not be effective until DISPATCHER is notified by CARRIER in writing to cancel this automatic payment authorization, in such time, and in such a manner as to afford DISPATCHER a reasonable opportunity to act on it.**

Click or tap here to enter text.

**SIGNATURE:** Click or tap here to enter text.

**AUTHORIZATION DATE:** Click or tap here to enter text.

**CARDHOLDER’S EMAIL ADDRESS:** Click or tap here to enter text.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 ***Dispatch Automatic Payment Authorization Form***

**I,** Click or tap here to enter text.**, owner of,** Click or tap here to enter text.

**Authorize** Click or tap here to enter text. **to withhold 10% from each of my factored invoices to satisfy the dispatch fee agreed upon between the Carrier and Dispatcher. Carrier agrees that these funds will be disbursed to Dispatcher in the form of an ACH transfer as payment for dispatching services provided by Dispatcher to Carrier.**

**Carrier authorizes Dispatcher to receive information or perform actions on behalf of Carrier as follows:**

[ ]  **Receive carrier’s log in credentials to log into my factoring account**

[ ] **Submit credit requests on behalf of carrier to check credit for brokers and shippers**

**I understand that these instructions will remain in effect until I notify Factoring Company, in writing, that I wish to cancel this authorization. Authorization to cancel or revise these instructions may be made by providing written notice to all parties.**

Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

**The 10%** **dispatch fee shall be deducted from all factored invoices and are to be remitted to Dispatcher in accordance with the instructions below:** *(to be completed by Dispatcher)*

**Dispatcher Name on Account:** Click or tap here to enter text.

**Email:** Click or tap here to enter text.

**Phone Number:** Click or tap here to enter text.

**Routing #:** Click or tap here to enter text. **Account #:** Click or tap here to enter text.

**Dispatcher Signature:** Click or tap here to enter text.

**Date:** Click or tap here to enter text.