

# *F & K Logistics, LLC*

Welcome to F & K Logistics. We are pleased that you have decided to grant us the opportunity to act as your dispatching service. We are pleased to represent your company and provide duties such as: Finding top paying loads for your truck and/or trucks, delivering administrative duties, 24/7 dispatching services. Our lines are always open for communication. We understand how important your business is to you. You have made a wise decision; we will represent you with integrity, professionalism and pride in all that we do!

Email us at [feliciankelvin.logistics@gmail.com](mailto:feliciankelvin.logistics@gmail.com)

Thank you for choosing F & K Logistics, LLC!

## Dispatch/ Carrier Agreement

WHEREAS, the DISPATCHER is a transportation dispatcher handling the necessary paperwork and freight rate negotiations between FREIGHT BROKERS, SHIPPERS and the CARRIER to secure "CARGO" for said CARRIER. DISPATCHER is not a PROPERTY BROKER nor acting as a PROPERTY BROKER to the CARRIER.

CARRIER desires to retain DISPATCHER by executing a Limited Power of Attorney to find, negotiate, and procure freight for and dispatch.

CARRIER agrees to hold DISPATCHER harmless from any liability for personal injury or property damage occurring during operation conducted by CARRIER pursuant to this agreement.

CARRIER will be responsible to comply with all applicable state and federal regulations pertaining to the operation of a motor carrier.

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 same by giving 1 WEEK written notice.

## **2. PERCENTAGE RATE AGREEMENT-----→10% Pay Per Load**

Agreement shall be in effect upon the date signed by both parties to this Agreement and shall be in effect until the revocation of the Limited Power of Attorney or until notice is given by DISPATCHER. CARRIER must send notification by emailing said Revocation to [F & K Logistics,LLC @ feliciankelvin.logistics@gmail.com](mailto:F&KLogistics,LLC@feliciankelvin.logistics@gmail.com)

## **3. STATEMENT OF WORK**

DISPATCHER will:

1. Find freight that best matches profile for the CARRIER.
2. Contact Carrier with load matches and go over options.
3. Fax 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 upon the Carrier agreeing to take a load.
4. Provide the CARRIER with all dispatch instructions for pickup, transit and delivery.
5. Assist with any problems that arise in the transit of the load when necessary if within our capabilities. The Carrier is responsible for own equipment. We can try to direct Carrier to a service that might be of help.
6. Hold on to the dispatch, accessorial information, etc. until the load is completed. Once completed DISPATCHER fax all documents to the Carrier.
7. Forward the final load confirmation documentation to the CARRIER, concluding that all services have been performed in full.

## **4. RATES AND CHARGES/BILLING**

**A FIFTEEN DOLLAR (\$15) late fee will be assessed daily for all late payments**

DISPATCHER will invoice CARRIER as per the terms of the agreement via Email.

LOAD RATE CONFIRMATION must be signed and returned via email or fax on each load  
RATE CONFIRMATION must be signed and returned via email or fax on each load moved by DISPATCHER.

- a) CARRIER must call DISPATCHER when loaded with any information requested by Freight Broker or Shipper (such as Bill of Lading number, pieces and weight).
- b) CARRIER must call DISPATCHER when load is delivered to confirm delivery accepted without exception or other problem.
- c) Any exception upon delivery must be immediately conveyed to DISPATCHER before the driver leaves the consignee's facility.
- d) It is the responsibility of the CARRIER to complete the carrier package from the

freight broker or shipper.

In the event the CARRIER wishes the DISPATCHER to complete the Set-Up Carrier Packages, the DISPATCHER will then assume the role of FREIGHT DISPATCHER this will result in additional charges of \$10 per completed package..

## **5. ADDITIONAL PROVISIONS**

In no event will the 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 agrees to hold harmless, before, during and after the contract, all direct or indirect damages resulting from CARRIER hauling of shipper's freight. 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.

CARRIER will be responsible for notifying DISPATCHER of changes to authority, insurance, client profile or ownership.

DISPATCHER will work within the established parameters of the Carrier Company Profile.

DISPATCHER will notify CARRIER of best-matched loads for approval prior to making haul commitment.

DISPATCHER will email/fax all necessary documentation to the broker/shipper directly, along with final approval once CARRIER or designated representative has approved load.

DISPATCHER will notify CARRIER of load required qualifications or additional insurance necessary.

In the event that, DISPATCHER books a load with the Carrier's approval and/or matching the Carrier's truck posting, the CARRIER agrees to pay DISPATCHER agreed in Section 2 of this Agreement for services rendered.

CARRIER agrees that if a higher line haul rate is needed for the shipment, they will notify DISPATCHER BEFORE the load is secured. Once the CARRIER tells the DISPATCHER they will accept the shipment at a specific rate, this is verbal acceptance and the load is secured. NO EXCEPTIONS!!!!

CARRIER agrees that they will advise DISPATCHER in a timely fashion should the CARRIER not be available for dispatch more than one (1) day at a time. (If Carrier is not working for any amount of time, please let us know ASAP so that we do not plan any loads for Carrier's truck.)



## **6. DISCLAIMER**

DISPATCHER is NOT responsible for the following:

1. Billing Issues.
2. Load problems.
3. Advances. (All advances will have to be handled directly between CARRIER and shipper/broker unless requested by Carrier.)
4. Handling and storage of paperwork. (All documents will be sent to Carrier at the Carrier's expense.
5. DOT compliance issues.

## **7. ENTIRE AGREEMENT**

This AGREEMENT constitutes the entire agreement between DISPATCHER and CARRIER and may not be amended, modified, or waived except by written agreement, signed by DISPATCHER and CARRIER. This contract cannot be changed, modified, limited, or supplemented by reference to any CARRIER rates, rules, classification, practice schedule or tariff. Additional services other than mentioned above, i.e., research, form completion will be invoiced at the rate of \$10.00 per packet.

Carrier: \_\_\_\_\_ MC # \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

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

1. This AGREEMENT form completed, dated and signed.
2. A signed Limited Power of Attorney form.
3. Completed Carrier Company Profile
4. Internet Load Board and Account Access.
5. Copy of Carrier's Motor Carrier Authority.
6. Copy of DOT#.
7. Completed IRS Form W-9.
8. Proof of Insurance Certificates\*\*

## CREDIT CARD PAYMENT AUTHORIZATION

Cardholder Name:

Billing Address:

Credit Card Type:

\_\_\_\_ Visa \_\_\_\_ M/C \_\_\_\_ Discover \_\_\_\_ Amex

Credit Card Number:

Expiration Date:

 / 

CVV Code:

   (Last 3 Digits Located on The Back of The Credit Card)

Amount To Charge:

\$ \_\_\_\_\_ (Usd)

I authorize **F & K Logistics, LLC** to charge the amount listed above to the credit card provided herein. I agree to pay for this purchase in accordance with the issuing bank cardholder agreement.

**Cardholder – Please Sign and Date**

Signature:

## CARRIER COMPANY PROFILE

*Instructions: To be certain we have an accurate profile of your organization/company and full knowledge of your transportation services and needs, please complete the carrier profile below and return all required documents. The better informed we are the better we will be able to assist you. This form should be updated at any time by notifying us. 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: \_\_\_\_\_ D/B/A (If Any): \_\_\_\_\_

PHYSICAL ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

MAIN CONTACT: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

OFFICE PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_

EMERGENCY CONTACT: \_\_\_\_\_ EMERGENCY PHONE: \_\_\_\_\_

MC NUMBER: \_\_\_\_\_ DOT NUMBER: \_\_\_\_\_ EIN/SS: \_\_\_\_\_

SCAC CODE: \_\_\_\_\_ TWIC CERTIFIED: \_\_\_\_\_ HAZMAT CERTIFIED: \_\_\_\_\_

### PART 2: EQUIPMENT SECTION

# OF TRUCKS: COMPANY \_\_\_\_\_ OWNER OPERATORS: \_\_\_\_\_ NUMBER OF TEAMS: \_\_\_\_\_

# OF TRAILERS: VAN: \_\_\_\_\_ REEFERS: \_\_\_\_\_ FLATBED: \_\_\_\_\_ RGN: \_\_\_\_\_ STEP DECK: \_\_\_\_\_ DD: \_\_\_\_\_

OTHER TYPES: \_\_\_\_\_

TRAILER SIZES: VAN: \_\_\_\_\_ REEFER: \_\_\_\_\_ FLATBED: \_\_\_\_\_ RGN: \_\_\_\_\_ STEP DECK: \_\_\_\_\_ DD: \_\_\_\_\_

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

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### PART 3: SERVICE AREAS OF OPERATION (Check all that apply) USA: ☐ 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 (list provinces): \_\_\_\_\_ Mexico: \_\_\_\_\_

## LIMITED POWER OF ATTORNEY

BE IT KNOWN, that \_\_\_\_\_ with an MC or DOT number of \_\_\_\_\_, has made and appointed, and by these presents does make and appoint **F & K Logistics LLC**, true and lawful attorney for \_\_\_\_\_, place and stead, for the limited and specific purpose of contracting loads of freight to be hauled by \_\_\_\_\_, giving and granting said **F & K Logistics LLC**, full power and authority to do and perform all and every act and thing whatsoever necessary to be done in and about the specific and limited terms (set out herein) as fully, to all intents and purposes, as might or could be done if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that said attorney shall lawfully do or cause to be done by virtue thereof.

I, \_\_\_\_\_, the undersigned, do hereby grant to **F & K Logistics, LLC** as my attorney-in-fact, to receive on my behalf information from Direct Shippers and Property Brokers, and to sign freight rate confirmations on my behalf pertaining to such information.

This power of attorney is to remain in full force and effect until revoked by me in writing. Such revocation is to be emailed to: **F & K Logistics, LLC** at: [feliciankelvin.logistics@gmail.com](mailto:feliciankelvin.logistics@gmail.com)

The affiant being duly sworn affirms and says that he or she is the signer(s) of the foregoing power of attorney, and that he or she has read the foregoing power of attorney and understands its contents.

COMPANY NAME: \_\_\_\_\_

Signature: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

WITNESS

Signature: \_\_\_\_\_ Name: \_\_\_\_\_



*F & K Logistics, LLC*







