



**Top Tier Dispatch Service, LLC**  
972-249-6795  
Garland, Texas 75043  
toptierdsslc@outlook.com  
www.toptierdispatchservice.godaddysites.com

## Carrier Profile

### GENERAL

COMPANY NAME:	
PHYSICAL ADDRESS:	
CITY, STATE, ZIP CODE:	
MAILING ADDRESS:	
CITY, STATE, ZIP CODE:	
REMIT PAYMENT TO:	

SCAC CODE:	
MAIN PHONE:	
SECONDARY PHONE:	
EMAIL:	

### MISCELLANEOUS

FEDERAL ID #:	
MOTOR CARRIER #:	
US DOT #:	
REMIT PAYMENT TO:	

### ADDITIONAL CONTACTS

PRIMARY CONTACT:	PHONE:	EMAIL:
ACCOUNTING CONTACT:	PHONE:	EMAIL:
CLAIMS CONTACT:	PHONE:	EMAIL:

DISPATCH CONTACT:	PHONE:	EMAIL:
DISPATCH CONTACT:	PHONE:	EMAIL:

**INFORMATION**

TYPE	#	TYPE	#	TYPE	#
VANS		STEPDECKS		TRAILERS	
REFRIGERATED VANS		DROPDECKS		CONTAINERS	
FLATBEDS					

SERVICES	YES	SERVICES	YES	SERVICES	YES
BONDED		TEAM DRIVERS		AIR RIDE	
HAZMAT CERTIFIED		SOLO DRIVERS		PALLET EXCHANGE	
INTERMODAL EQUIPMENT		LESS THAN TRUCKLOAD		CURTAIN SIDE	
SMARTWAY PARTNER		LOGISTICS TRAILERS		LIFTGATE	
TWIC CARD		DRAYAGE SERVICES			

ORG & DEST ZONE	YES	ORG & DEST ZONE	YES
ALL STATES		Z5 (IA,MN,MT,ND,SD,WI)	
Z0 (CT,ME,MA,NJ,NH,RI,VT)		Z6 (IL,KS,MO,NE)	
Z1 (DE,NY,PA)		Z7 (AR,LA,OK,TX)	
Z2 (MD, NC,SC,VA,WV)		Z8 (AZ,CO,ID,NV,NE,UT,WY)	
Z3 (AL,FL,GS,MS,TN)		Z9 (CA,OR,WA)	
Z4 (IN,KY,MI,OH)		INTERCONTINENTAL	



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# DISPATCH SERVICE AGREEMENT

This agreement made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2022,  
 by and between Top Tier Dispatch Service, LLC, hereinafter referred to as DISPATCH and  
 \_\_\_\_\_(contact name) of \_\_\_\_\_(company name),  
 hereinafter referred to as CLIENT, licensed by the FMCSA as an inter-state carrier of property,  
 holding authority, MC# \_\_\_\_\_ and DOT # \_\_\_\_\_.

**Whereas**, Client is a Carrier/Owner Operator, desiring to retain Top Tier Dispatch Service, LLC to provide dispatch services.

**Whereas**, Top Tier Dispatch Service, LLC is a transportation dispatcher handling the necessary paperwork between shippers, brokers, and the Client.

**The DISPATCH and CLIENT have, upon due consideration, determined that a contract agreement is to their mutual advantage and best interest and they hereby agree to the following terms and conditions:**

**The Client must prior to the implementation of this agreement furnish to Top Tier Dispatch Service, LLC the following:**

- Copy of Client’s Authority (MC Permit)
- A signed W-9 Form
- Copy of Owner Operator’s and Driver’s Driver License
- Limited Power of Attorney form
- Certificate of Insurances

ARTICLE 1.0	RELATIONSHIP
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The relationship of CLIENT to DISPATCH shall, at all times, be that of an independent contractor. DISPATCH shall be the AGENT for CLIENT for searching for loads, booking them, dispatching, handling all paperwork directly with the broker and/or shipper.

Top Tier Dispatch Service, LLC will:

1. Book loads on the Client's behalf
2. Send rate confirmation to Client by 6 p.m.
3. Find freight that best matches the profile for Client
4. Upon the Client agreeing to the load, Top Tier Dispatch Service, LLC will fax/email to the shipper/broker the Client's Authority;W-9; proof of insurance and order insurance certificates if required along with any other required supporting documentation.
5. Handle the setting of appointments if necessary
6. Prepare directions to shipper/consignee, if necessary
7. Provide access to our rates and shippers depending on the location of the truck
8. Assist with any problems that arise in the transit of the load when necessary, within our capabilities. Client is responsible for their own equipment, we can direct you to a service that may be helpful
9. All load information is available to the Client at all times, Top Tier Dispatch Service, LLC will hold onto the dispatch, accessorial information, etc. until the load is complete
10. Upon forwarding the final load confirmation, and mailing all documentation to the Client, the services of Top Tier Dispatch Service, LLC have been fully performed
11. Book and communicate load information to drivers between 8am and 7pm Monday- Friday. Client will reach out to the broker for any issues regarding the load after 7pm.

1. Dispatcher agrees to handle paperwork, phone and fax to and from the Broker or Shipper to tender commodities or shipments to Client for transportation in interstate commerce by Client between points within scope of Client's operating authority.
2. Dispatcher bears no financial or legal responsibility in the transaction between the Shipper, Client agreement.
3. Dispatcher will
  - a. Make 100% effort to keep Clients' truck(s) loaded
  - b. Client will be contacted about every load we find offer, and the driver will accept or reject the load. Client cannot cancel once the load is booked.
  - c. Invoice the Client at the time of service, and provide a copy of each load confirmation sheet, Client is being billed for.

1. Client gives Top Tier Dispatch Service, LLC authority to provide his/her signature for rate confirmation sheets, invoices and associated paperwork necessary for securing cargo and billing purposes.
2. Client 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 and shortage. The amount paid by the Shipper to Client shall be established between the parties on a per shipment basis prior to the 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

Client. Confirmation will be signed by Top Tier Dispatch Service, LLC and returned via FAX or EMAIL to Shipper.

3. Client agrees to:
  - a. TEXT Top Tier Dispatch Service, LLC when they ARRIVE at the shipper.
  - b. TEXT Top Tier Dispatch Service, LLC once LOADED.
  - c. TEXT Top Tier Dispatch Service, LLC once they ARRIVE at the receiver.
  - d. TEXT Top Tier Dispatch Service, LLC once LOADED at the receiver
4. In the event of a breakdown, Client is responsible for contacting roadside. We recommend signing up with a roadside company and issuing that contact information to your driver. Client is responsible for payment of any needed repairs.
5. Client nor driver is allowed to cancel once load is booked.
6. Client is responsible for obtaining all permits.

ARTICLE 5.0

CONSIDERATION

A service fee will be required to be paid to Top Tier Dispatch Service, LLC as per the conditions set below:

1. Client agrees to pay Top Tier Dispatch Service, LLC a **dispatch service fee of 7% of each load booked as per the rate confirmation provided by the Shipper.**
2. An invoice detailing the amount due to Top Tier Dispatch Service, LLC will be **sent to the CLIENT by DISPATCH by end of the business day Thursday**, each week. Payment of the invoice is **due by Monday** of the following week.
3. A 1 day grace period will be allowed before the account becomes overdue. If payment has not been received by the end of the business day, Tuesday, DISPATCH will cease booking loads for the Client until the account is up to date and a \$100 late fee will be applied.
4. 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.

Top Tier Dispatch Service, LLC will invoice the Client as per the terms of the agreement via email, U.S. Mail, or faxing said invoice. Payment can be made to Top Tier Dispatch Service, LLC via the following methods ONLY::

**Debit or Credit Card:** Credit Card Authorization Form

**Paypal, Cash App or Zelle**

Once the payment is processed by our accounts team the Client will be sent a confirmation receipt via email, fax or US Mail.

ARTICLE 6.0

INDEMNIFICATION

Once a load has been set up for the Client and all information is given, it will be the responsibility of the Client 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 Top Tier Dispatch Service, LLC

In no event will Top Tier Dispatch Service, LLC be held liable for any incidental, consequential, or indirect damages for the loss of profits, or business interruption arising out of the use of the service.

ARTICLE 7.0

ADDITIONAL PROVISIONS

We do not guarantee a minimum gross amount for trucks under our dispatch service but our goal is a minimum weekly gross quota of \$5,000. Each truck, however, is able to gross up more depending on how hard the driver is willing to work and market conditions.

- A. CLIENT agrees to provide properly qualified, trained, and licensed drivers and other personnel to perform the transportation and related services under this Agreement and each transportation schedule in a safe, efficient, and economical manner. Client's personnel are always expected to conduct themselves in a professional manner and shall ascertain and comply with all of the shippers facility rules and regulations while on Shipper premises.
- B. **EXCLUSIVITY & SUB CONTRACT:** CLIENT hereby appoints Top Tier Dispatch Service, LLC as its exclusive dispatcher/agent. Upon agreement of this contract, the Client agrees to forgo any and all other dispatching services, including Client dispatching for their own truck. All dispatch services are to be performed solely by Top Tier Dispatch Service, LLC Violation of this term may result in early termination of this contract and Client will forfeit their deposit.
- C. **DEDICATED LANES:** If a dedicated lane is secured by Top Tier Dispatch Service, LLC, our dispatch service fee of 7% per load will remain intact for each load on that dedicated account.
- D. CLIENT specifically agrees that all freight tendered to it by Top Tier Dispatch Service, LLC shall be transported on equipment operated only under the authority of CLIENT and that CLIENT 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 Top Tier Dispatch Service, LLC
- E. **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 components which extend 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.

- F. **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 Client 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. When the driver himself 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 Client. 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 Client 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.

Our contract term is 12 months minimum. Contracts terminated by CLIENT before the 12-month minimum will forfeit their deposit. This contract will automatically renew and remain in effect unless a 7 day written notice to terminate this agreement is given.

Top Tier Dispatch Service, LLC reserves the right to terminate this agreement at any time without notice (we will always make an effort to inform the CLIENT of any changes).

Top Tier Dispatch Service, LLC is NOT responsible for:

- Billing Issues
- Load problems
- Advances (All advances will have to be handled directly between Client and Shipper / Broker)
- Handling and storage of paperwork (All documents will be sent to Client unless other arrangements are made)
- DOT compliance issues.
- Spike Insurance

ARTICLE 14.0	GOVERNING LAW
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This agreement shall be governed by and construed in accordance with laws of the State of Texas without giving effect to any choice of law or conflict of laws provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Texas.

ARTICLE 15.0	JURISDICTIONS AND VENUES
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Top Tier Dispatch Service, LLC and the Client hereby consent to and agree to submit to the jurisdiction of the Federal and state courts located in Charleston, SC in connection with any claims or controversies arising out of the Agreement. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written.

**(CLIENT Company Name)** \_\_\_\_\_

**(CLIENT Signature of Representative)** \_\_\_\_\_

**(CLIENT Representative Name & Title)** \_\_\_\_\_

**Date:** \_\_\_\_\_

**DISPATCH COMPANY NAME:**            **Top Tier Dispatch Service, LLC**

**(Representative SIGNATURE)** \_\_\_\_\_

**(Print Representative Name & Title)** \_\_\_\_\_

**Date:** \_\_\_\_\_



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## POWER OF ATTORNEY

I, \_\_\_\_\_, the undersigned, do hereby grant to [ LEAVE BLANK ] of Top Tier Dispatch Service, LLC located at 6117 Cypress Point Drive, Garland, TX 75043, as my attorney-in-fact, to receive on my behalf information from direct shippers, and to sign freight rate confirmations on my behalf pertaining to such information.

This power of attorney will expire in twelve months from the date signed.

Signature of Motor Carrier \_\_\_\_\_

Address of Motor Carrier \_\_\_\_\_

MC# of Motor Carrier \_\_\_\_\_

The affiant being duly sworn affirms and swears 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.

Motor Carrier Name: [ ]

Authorized Party: [ LEAVE BLANK ]

Signature of Authorized Party: [ LEAVE BLANK ]

Date: \_\_\_\_\_