

CWAY FREIGHT DISPATCHING LLC.



DISPATCHER + CARRIER AGREEMENT



Carrier Set-up Requirements

Welcome to CWAY FREIGHT DISPATCHING LLC. We are pleased that you have decided to grant us the permission to act as your dispatching service provider representing your company in the arena of covering your truck(s) and/or delivering the administrative functions, which is no small deal or transaction. 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!

To get enrolled in our program, please complete, sign and return the following items by email to cwaydispatching@gmail.com

To sign on with Cway Freight Dispatching LLC. :

- 1.** Dispatch Agreement
- 2.** Limited Power of Attorney
- 3.** Company Profile Sheet
- 4.** Truck Operation Form
- 5.** Credit Card Authorization form

To start your Dispatching Services :

- 1.** Copy of Carrier's Authority
- 2.** Copy of your DOT
- 3.** Copy of your W-9
- 4.** Copy of insurance certificate

Once your paperwork is processed you will be contacted within 24-48 hrs with all pertinent information. For questions/concerns regarding CWAY FREIGHT DISPATCHING LLC requirements please contact us at cwaydispatching@gmail.com. Thank you for choosing CWAY FREIGHT DISPATCHING LLC.



DISPATCHER + CARRIER AGREEMENT

This agreement made as of this _____ day of _____ 20____ by and between **CWAY FREIGHTDISPATCHING LLC.** and _____ (Company Name), license by the FMCSA as an interstate carrier of property holding authority, MC#____/_____. The DISPATCH and the CARRIER have, upon due consideration, determined that a contract agreements to their mutual advantage and best interest, they hereby agree to the following terms and conditions:

1. RELATIONSHIP

The relationship of CARRIER to DISPATCH shall, at all times, be that of an independent contractor. DISPATCH agrees to solicit, and offer freight transportation shipments for CARRIER from and to such locations between service may be required, subject to the availability of suitable equipment. DISPATCHER shall be the agent for CARRIER for searching for loads, booking them, and dispatching directly with Broker and / or Shipper.

2. TERM

The term of this AGREEMENT shall be effective as of the date hereof, and shall continue thereafter for a term of one (1) year of such date, and automatically from year to year thereafter, subject to the right of either party hereto to cancel the AGREEMENT at any time without cause, with a seven (7) days written notice by certified mail of one party to another.

3. DISPATCH SERVICE METHOD

DISPATCH's objective is to design a pro-active logistic plan a week in advance, based on CARRIER's territory preference. The plan is influence by the current situation on the market and/or region, in order to to take advantage of the most profitable loads. DISPATCH's logistics coordinators (dispatchers) will find loads that best matches CARRIER's preference, and communicate such options with CARRIER and/or it's driver. Once CARRIER agrees to accept the load, DISPATCH will send all necessary and required supporting documents to broker/shipper. Once the load confirmation is received, it is forward to CARRIER, for it's records. DISPATCH agrees to "assist" CARRIER with road assistance and assist with any problem that arise in the transit of the load, when necessary, of within our capabilities. Client is responsible for own equipment.

RATE AGREEMENT (Please check plan preferred)

☐

8% Pay Per Load SEMI- Power Only

☐

8% Pay Per Load SEMI- Dry Van, Reefer, and Flat Bed

☐

8% Pay Per Load HotShot 24 ft- 40 ft

☐

10 % Pay Per Load PART-TIME :part time trucks are charged more due to fact if only carrier choose not to use us on every load.(it takes away from dispatcher finding loads for full-time carriers).

☐

5 % Team Drivers

4. COMPENSATION

When loads, freight, and cargo are picked up, delivered, and the carrier/Trucking Company is paid **FIRST**, an amount equal to the above stated percentage/pricing will be payable to: **CWAY FREIGHT DISPATCHING LLC. NOTE: ALL** Invoices will be sent out on **EVERY FRIDAY** and must be paid by **WEDNESDAY by 6pm (CST)** On the other hand, **CARRIER** will be compensated directly from other brokers/shippers handling the load, or from a factoring company chosen by CARRIER.

5. NON-SOLICIATATION

CARRIER agrees that it will not solicit traffic from any shipper, consignor, or customer of DISPATCH where the CARRIER transports loads, or is made aware of such traffic, as a result of DISPATCH's efforts. It is further agreed that this non-solicitation provision shall be in force and effect during the term of this AGREEMENT and for a period of one (1) year from the date of the termination of this AGREEMENT for any reason. In the event of non-compliance with the specific provisions of this paragraph, CARRIER upon discovery of breach, be liable to DISPATCH for 100 percent (100%) of the gross transportation revenue received by CARRIER from said shipper(s) within one (1) year after the date of termination of this AGREEMENT.

6. BILLS OF LADING

Each shipment will be evidenced by a bill of lading issued by other brokers/shippers. Such bills of lading or receipts or invoices are however, for the sole purpose of evidencing receipt for the goods.

7. 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. Carrier is responsible for own equipment.

8. DRRIVERS

CARRIER 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. 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.

9. FREIGHT LOSS, DAMAGE OR DELAY

CARRIER shall 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 to or destruction of any and all of shipper's goods or property while under CARRIER's care. Payments by CARRIER to DISPATCH or its customer, pursuant to the provisions of this section, shall be made within thirty (30) days following receipt by CARRIER of DISPATCH's or customer's invoice and supporting documentation for the claim.



10. SUB-CONTRACT PROHIBITION

CARRIER specifically agrees that all freight tendered to it by DISPATCH shall be transported on equipment operated only under the authority of 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 DISPATCH.

11. INDEMNIFICATION

CARRIER agrees to indemnify, defend and hold DISPATCH 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 of whatever type or nature. CARRIER shall be responsible for and agrees to indemnify DISPATCH for any and all personal injury, property damage, loss, claim, injury, obligation or liability arising from CARRIER's actions, behavior or transportation pursuant to this agreement.

12. GOVERNING LAW, JURISDICTIONS AND VENU

This agreement shall be governed by and constructed in accordance with laws of the State of Alabama both as interpretation and performance. DISPATCH and CARRIER hereby consent to and agree to submit to the jurisdiction of the federal and State courts located in Montgomery County Alabama in connection with any claims or controversies arising out of this Agreement.

13. ADDITIONAL PROVISIONS

In the case of insufficient funds or credit card decline, there is a built in grace period of 7 days after the due date, before the account is subject to suspension. In which case, the account must be paid current and is subject to a reinstatement fee of \$100. Dispatcher can handle or assist with any collections and invoice factoring, however there maybe an additional fee. After 30 days the account may be placed on collection.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date below.

COMPANY NAME _____

COMPANY NAME _____

CONTACT _____

CONTACT _____

SIGNATURE _____

SIGNATURE _____





LIMITED POWER OF ATTORNEY

This Limited Power of Attorney (the AGREEMENT) is made effective on _____ (date) between: **CWAY FREIGHT DISPATCHING LLC**, hereinafter called DISPATCH a company established under the laws of

the State of Alabama, and _____ hereinafter called CARRIER, motor carrier company with MC # _____. CARRIER hereby appoints DISPATCH as my Attorney-in-Fact (AGENT). DISPATCH's agents shall have full power and authority to act on my behalf. This power and authority shall authorize DISPATCH 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. DISPATCH powers shall include, but not be limited to, the power to:

- Professional dispatch services, including contact drivers, shippers and brokers on my behalf for cargo. Transfer of Paperwork (Carrier Packet, Rate Confirmations, Insurance Certificates, Invoices and all necessary Paperwork) to shippers. Sign and execute rate confirmations for freight, and collect all payment dues 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. DISPATCH shall not be liable for any loss that results from a judgment error that was made in good faith. However, DISPATCH 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 DISPATCH to indemnify and hold harmless any third party who accepts and acts under this document. This Power of Attorney shall become effective immediately and shall remain in full force and effect until revoked by me in writing. Such revocation is to be send via e-mail 10 days in advance to DISPATCH to cwaydispatching@gmail.com

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date below.

DISPATCH

NAME **_CWAY FREIGHT DISPATCHING LLC.**

SIGNATURE _____

TITLE _____ DATE

_____/_____/_____

CARRIER

NAME _____

SIGNATURE _____

TITLE _____

DATE ____/____/_____



COMPANY PROFILE

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 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 NAME: _____ DBA(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

NUMBER OF TRUCKS: _____ COMPANY: _____ OWNER OPERATORS: _____ NUMBER OF TEAMS: _____

NUMBER OF TRAILERS: VAN: _____ REEFERS: _____ FLATBED: _____ RGN: _____ STEP DECK: _____ DD: _____

OTHER TYPES: _____

TRAILER SIZES: VAN: _____ REEFER: _____ FLATBED: _____ RGN: _____ STEP DECK: _____ DD: _____

PART 3: RATE OF HAUL INFORMATION

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

IDEAL MILE RATE \$ _____ . _____ (V) \$ _____ . _____ (R) \$ _____ . _____ (F)

ADDITIONAL PREFERENCES:

PART 4: FACTORING INFORMATION

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

FACTORING _____	WEB _____
ADDRESS _____	CITY _____ ST _____ ZIP _____
CONTACT _____	E-MAIL _____
PHONE # _____	Fax # _____

PART 5: INSURANCE INFORMATION

Please provide us with your insurance contact information, where we can request certificate of insurance with specific holders. (i.e. brokers and/or shippers)

INSURANCE _____	WEB _____
ADDRESS _____	CITY _____ ST _____ ZIP _____
CONTACT _____	EMAIL _____
PHONE# _____	FAX _____

PART 6: REFERRAL

Please refer 3 owner operators Please refer us three (3) Owner Operators who you believe might benefit from our service.

NAME _____	CELL _____
NAME _____	CELL _____
NAME _____	CELL _____



PART 7: SERVICE AREAS OF OPERATION (Check all that apply)

United States: ☐ All 48 states (USA)

AL	<input type="checkbox"/>	AR	<input type="checkbox"/>	AZ	<input type="checkbox"/>	CA	<input type="checkbox"/>	CO	<input type="checkbox"/>	CT	<input type="checkbox"/>	DE	<input type="checkbox"/>	FL	<input type="checkbox"/>	GA	<input type="checkbox"/>	IA	<input type="checkbox"/>	ID	<input type="checkbox"/>	IL	<input type="checkbox"/>
IN	<input type="checkbox"/>	KS	<input type="checkbox"/>	KY	<input type="checkbox"/>	LA	<input type="checkbox"/>	MA	<input type="checkbox"/>	MD	<input type="checkbox"/>	ME	<input type="checkbox"/>	MI	<input type="checkbox"/>	MO	<input type="checkbox"/>	MN	<input type="checkbox"/>	MS	<input type="checkbox"/>	MT	<input type="checkbox"/>
NC	<input type="checkbox"/>	ND	<input type="checkbox"/>	NE	<input type="checkbox"/>	NH	<input type="checkbox"/>	NJ	<input type="checkbox"/>	NM	<input type="checkbox"/>	NV	<input type="checkbox"/>	NY	<input type="checkbox"/>	OH	<input type="checkbox"/>	OK	<input type="checkbox"/>	OR	<input type="checkbox"/>	PA	<input type="checkbox"/>
RI	<input type="checkbox"/>	SC	<input type="checkbox"/>	SD	<input type="checkbox"/>	TN	<input type="checkbox"/>	TX	<input type="checkbox"/>	UT	<input type="checkbox"/>	VA	<input type="checkbox"/>	VT	<input type="checkbox"/>	WA	<input type="checkbox"/>	WI	<input type="checkbox"/>	WV	<input type="checkbox"/>	WY	<input type="checkbox"/>

Canada (list provinces) _____ Mexico _____

ADDITIONAL INFORMATION

Please use the section below to better describe your company. Include special terms and conditions of most importance and everything we have to consider while searching and taking the loads for you.





TRUCK OPERATION FORM

Truck #	Trailer #	Trailer Type	Max Weight	Driver	Cell Phone

Does the assigned driver have the right to make load decisions for you? _____

Does the driver need to have a copy of the load confirmation? _____

Please keep a blank copy of this form, and email updates to us when they occur, this way we have the most current information on hand. Thank You.

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

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; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member 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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.)	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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 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 on page 3.

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. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

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-INT (interest earned or paid)
- 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?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



Credit Card Authorization Form

Date: / /

I,

Printed Name

Check only one:

- ☐ As the Individual cardholder, I hereby authorize this card to be used for the deposit required.
- ☐ As the company representative, I hereby authorize this card to be used for the deposit required.

Credit Card Information:

Name as it appears on the Card:

Type of Card: ☐ VISA ☐ MASTERCARD ☐ DISCOVER ☐ AMERICAN EXPRESS

Credit Card Number - - - Expiration Date /

Security Code BACK of Visa OR Master Card: (3 digits)

Security Code FRONT of Amex Card: (4 digits)

Credit Card Billing Address: Street:

City: State: Zip Code:

Telephone:

Cardholder or Company Representatives Signature:

Date: / /

- ☐ I hereby authorize this card to be used for the future deposits and/or final payment.

Sign to authorize future charges

Cardholder's Name: