

FAMILY FREIGHT DISPATCHING LLC.

Dispatcher + Carrier Agreement

This Agreement is made this ____day of_____, 20__ by and between Family Freight Dispatching LLC., {DISPATCHER}, and by and, hereinafter referred to as _____ CARRIER.
WHEREAS, DISPATCHER is a transportation dispatcher handling the necessary paperwork between a SHIPPERS and CARRIER in order to secure "CARGO" for said CARRIER.

DOCUMENTS

CARRIER must furnish DISPATCH with the following documents prior to the implementation of this agreement

- _ Dispatch Carrier Agreement
- _ Carrier Profile form
- _ Limited Power of Attorney form
- _ Copy of Client's Authority (MC Permit)
- _ Signed W-9 form
- _ Certificate of Insurance
- _ Provide a Credit card and a Debt card or use OTR Capital factoring

OBLIGATIONS OF DISPATCHER

DISPATCHER agrees to handle paperwork, phone calls to and from the BROKER or SHIPPER to tender commodities shipments to CARRIER for transportation in interstate commerce by CARRIER between points and places within the scope of CARRIER'S operating authority.

DISPATCHER bears no financial or legal responsibility in the transaction between the SHIPPERS, CARRIER agreement.

DISPATCHER WILL:

Make 100% effort to keep truck(s) loaded.

CARRIER will be contacted about EVERY load we find to offer, and the driver or owner will ACCEPT or REJECT the load. Invoice the Brokers/Shippers and Factoring company at time of completed service. Invoice the Carrier weekly and provide a copy of each Load Confirmation Sheet CARRIER is being billed for.

COMPENSATION OF CARRIER

The fee for carrier dispatching services will be 5% per load. Which will be invoiced once weekly or handled through factoring company (OTR CAPITAL). The invoice will be sent out Friday, for all your weekly loads, and due Sunday. If the payment is not made within five days of the date on the invoice, a late fee of 25.00 will be added.

SHIPPER agrees to pay CARRIER 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 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 DISPATCHER and returned via FAX or EMAIL to SHIPPER.

Payments are due to the DISPATCHER for services rendered and payments that are due to the DISPATCHER for services rendered are not contingent on outstanding company payments due to the CARRIER for loads that he/she has hauled for the SHIPPER OR BROKER. Failure to pay the DISPATCHER for services rendered will result in termination immediately unless otherwise determined by the DISPATCHER.

OBLIGATIONS OF CARRIER

CARRIER gives DISPATCHER authority to provide his/her 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 30 days written notice to the other.

CARRIER in a good manner will deliver consumer items and freight cargo items for brokers and customers and perform such other transportation and related services as may be necessary to serve customers and ensure safety and compliance during operation.

CARRIER will provide its own equipment.

CARRIER will carry at its own expense physical damage, bobtail, cargo and liability insurance upon any vehicles or other equipment used by it in carrying out its duties under this agreement.

CARRIER shall, at its own expense: (a) furnish whatever labor is necessary to provide delivery services to BROKERS AND SHIPPERS, and (b) provide Worker's Compensation and Employer's Liability Insurance if necessary. CARRIER shall also be responsible for payment of wages and social security and withholding taxes for any of its employees. CARRIER shall hold COMPANY harmless from any liability resulting from injury or death of any persons including but not limited to driving, operating, repairing, maintaining, loading or unloading CARRIER'S equipment.

OBLIGATIONS OF CARRIER (Continued)

CARRIER is fully responsible and liable for safety and compliance of the operation. CARRIER shall hold COMPANY harmless from any liability resulting from safety and compliance violations.

CARRIER will be liable for loss or damage to items intended for transport, which are in CARRIER'S possession or under its dominion and control.

CARRIER agrees to comply with all federal, state and local laws, rules, and regulations pertaining to its performance under this agreement.

Any written notice required by the terms of this agreement shall be given by email or by certified mail.

In the event any provision of the agreement shall be held to be invalid, it shall not affect the validity of the remainder of this agreement.

This agreement contains the entire understanding between the parties and supersedes any prior agreement the parties concerning the subject matter of this agreement.

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 Family Freight Dispatching LLC.

In no event will Family Freight Dispatching 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.

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.

DRIVERS 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.

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 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.

OBLIGATIONS OF CARRIER (Continued)

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.

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.

This agreement contains the entire understanding between the parties and supersedes any prior agreement the parties concerning the subject matter of this agreement.

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

By: Richard Doyal
Contact Number: 813-299-3463
Email Rich@FamilyFreightdispatching.com
FamilyFreightDispatching.com

Title: Dispatcher/CEO

Signature: _____

Date : _____

Title: (Carrier) _____

Signature: _____

Date : _____

FAMILY FREIGHT DISPATCHING LLC.

LIMITED POWER OF ATTORNEY

Company Name _____ MC# _____

Address _____ City _____ State _____ Zip _____

Phone (____) _____ Fax (____) _____

Email Address _____

I, _____, hereby appoint FAMILY FREIGHT DISPATCHING LLC., 10415 BRADFORD ST. SPRING HILL, FL. as my Attorney-in-Fact ("Agent").
FAMILY FREIGHT DISPATCHING LLC. agents shall have limited power and authority to act on my behalf. This power and authority shall authorize FAMILY FREIGHT DISPATCHING LLC to manage and conduct affairs and to exercise my legal rights and powers. FAMILY FREIGHT DISPATCHING LLC powers shall include the power to:

Contact shippers and brokers on my behalf for cargo.

Transfer of Paperwork (Carrier Packet, Rate Confirmations, Insurance Certificates, Invoices and all necessary paperwork) to shippers and or factoring company. Sign and Execute Rate Confirmations for freight on my behalf. FAMILY FREIGHT DISPATCHING LLC shall not be liable for any loss that results from a judgment error that was made in good faith. However, FAMILY FREIGHT DISPATCHING LLC 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 my Agent to indemnify and hold harmless any third party who accepts and acts under this document. FAMILY FREIGHT DISPATCHING LLC shall be entitled to agreed upon compensation for any services provided as my Agent. FAMILY FREIGHT DISPATCHING LLC shall be entitled to reimbursement of all reasonable expenses incurred in connection with this Power of Attorney. FAMILY FREIGHT DISPATCHING LLC will provide an accounting for all acts performed as my Agent, if I so request or if such a request is made by any authorized personal representative or fiduciary acting on my behalf. This Power of Attorney shall become effective immediately and shall not be affected by my disability or lack of mental competence, except as may be provided otherwise by an applicable state statute. This is a Durable Power of Attorney. This Power of Attorney shall continue effective for (24 Months). This Power of Attorney may be revoked by me at any time by providing (30 Days) written notice to my Agent.

Printed Name _____

Signature _____

Date _____

Family Freight Dispatching LLC.

Carrier Profile Form

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 can 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 I CARRIER PROFILE INFORMATION SECTION

Company: _____ D/B/A (if any) _____

Physical Mailing Address: _____

City _____ State _____ Zip Code _____

Main Contact _____ Office Contact _____

Emergency Contact _____ Phone _____

Email Address _____

Website _____

DOT# _____ MC# _____ SNN/EIN# _____

TWIG Certified: _____ Haz Mat Certified _____

Part II EQUIPMENT SECTION

(For one or more trucks use the multiple truck form)

Van Equipment

48' Van

53' Van

Air ride

Vented

E-Track

Load Bars

Straps

Pads _____

Max Load weight _____

Comments _____

Dry Van Equipment

48' Ref: _____

53' Ref: _____

Air ride: _____

Pallets: _____

E-track: _____

Load Bars: _____

Comments _____

Flatbed/ Specialized Equipment

45' Flat

48' FT

53' Flat

48' Step Deck

53' Step Deck

RGN: _____ If so, what size? _____

Ramps _____ Levelers _____ Chains _____ Straps _____ Tarps _____

Max Load Weight _____ Comments _____

Part III Service Areas of Operation:

United States: All 48 States ____

Excluded States _____

Canada _____

Mexico _____

Rate of Haul Information:

Please give us your minimum rate information. We understand that many factors will change this information. But this will give us a starting point.

Minimum Rate Per Mile: _____

Max Picks: _____

Max Drops: _____

Cost Per Extra Stop: _____

Driver Touch _____ Comments _____

Part IV Factoring Information

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

Factoring Company Name: _____

Contact: _____

Phone: (____) _____

Fax: (____) _____

Website: _____

Billing Address _____

City: _____ State: _____ Zip: _____

Part V Insurance Information

Please note: We do require our carriers to maintain a minimum of \$1 Million in liability and \$100,000.00 in Cargo insurance.

Insurance Company: _____

Contact: _____

Phone: (____) _____

Fax: (____) _____

Email: _____

Address: _____

City: _____ State: _____ Zip: _____

Part VI Multiple Truck Operation Form

Please complete this form if you are a trucking company with more than one truck working under your authority.

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