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**DISPATCH + CARRIER  
AGREEMENT**

This AGREEMENT made as of \_\_\_\_\_ by and between **DEW ROCK LLC** [DISPATCH], license  
(date)

by the FMCSA MC #067591 and \_\_\_\_\_,  
(carrier)

license by the FMCSA as an interstate carrier of property holding authority, MC # \_\_\_\_\_ [CARRIER]. The

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

**DOCUMENTS COLLECT PRIOR TO FIRST LOAD ASSIGNMENT**

CARRIER must furnish DISPATCH with the following documents prior to the implementation of this agreement, either via  
email at [admin@dewrockllc.com](mailto:admin@dewrockllc.com) or by fax at (949) 340-3886.

- \_\_\_\_\_ Dispatch Carrier Agreement
- \_\_\_\_\_ Copy of Client's Authority (MC Permit)
- \_\_\_\_\_ ACH information for Direct Deposit
- \_\_\_\_\_ Credit Card Authorization for 9% Dispatch Fee
- \_\_\_\_\_ A signed W-9 form
- \_\_\_\_\_ Copy of Owner Operator's and Driver's License
- \_\_\_\_\_ Certificate on Insurance, listing DISPATCH as Certificate Holder:  
Dew Rock LLC  
27758 Santa Margarita Parkway  
#177  
Mission Viejo, CA 92691

**PURPOSE**

The Purpose of this Agreement is to provide for the transport of cargo and other truck freight in accordance with contracts  
and commitments which may be hereafter negotiated between the parties subject to this Agreement, and CARRIER  
represents and warrants that CARRIER has the truck(s) and equipment, and the licenses and permits necessary to  
accomplish such purpose.

**DISPATCH METHOD**

DISPATCH's objective is to design a pro-active logistic plan based on CARRIER's territory preference. The plan is influenced  
by the current situation on the market and/or region, in order to take advantage of the most profitable loads. DISPATCH  
will find loads that best matches CARRIER's preference and communicate such options with CARRIER. Once CARRIER agrees  
to accept the load, DISPATCH will send all necessary and required supporting documents to broker/shipper. Once the load

MC #067591  
DOT # 3081564

confirmation is received, it is forwarded to CARRIER, for its records. DISPATCH agrees to “assist” CARRIER with any load issues, road assistance, advances, paperwork, and/or billing issues.

Dispatcher bears no financial or legal responsibility in the transaction between the Shipper, CARRIER agreement.

Dew Rock LLC agrees to perform all invoicing on the CARRIER’S behalf upon the completion of each individual load. A copy will be provided to the broker and to the owner for their records.

#### **COMPENSATION METHOD**

CARRIER agrees to pay 9% of rate confirmation fee provided by BROKER/SHIPPER for each load assigned to CARRIER by DISPATCH. The amount due to DISPATCH, will be automatically deducted from a Debit/Credit Card provided by CARRIER on this agreement. By the end of the business day of receiving the load confirmation from brokers/shippers, DISPATCH will charge the Debit/Credit Card on file for the agreed service rendered. In case that the load gets cancelled by broker/shipper for any reason, CARRIER will receive a credit for the amount of the load in question for future loads. However, if the load gets canceled by CARRIER for any reason, (i.e. breakdown, etc.) CARRIER will not receive credit for the load in question. On the other hand, CARRIER will be compensated directly from other brokers/shippers handling the load, or from a factoring company chosen by CARRIER. Cancellation of loads on the behalf of the Carrier FOR ANY REASON the Carrier is still LIABLE for the 5% of the load to DISPATCH. The amount due to DISPATCH, will be automatically deducted from a Debit/Credit Card provided by CARRIER on this agreement.

#### **BILLS OF LADING**

Each shipment will be evidenced by a bill of lading issued by BROKERS/SHIPPERS. Such bills of lading/receipts/invoices are however, for the sole purpose of evidencing receipt for the goods. CARRIERS will send electronic copies of such BOLs to DISPATCH through CARRIER’S own mobile device and sent to DISPATCH at [admin@dewrockllc.com](mailto:admin@dewrockllc.com).

#### **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. DISPATCH shall be the agent for CARRIER for searching for loads, booking them, dispatching, handle all paperwork directly with the broker and/or shipper, including advances, and any load problems.

It is expressly agreed that CARRIER shall always be acting as an independent contractor during the performance of any services arising under this Agreement, and further that this Agreement does not constitute, and shall not be construed as constituting or creating, an employer/employee relationship between CARRIER and DISPATCH. Under no circumstances is CARRIER an agent of DISPATCH, and CARRIER has no authority to bind DISPATCH in any manner.

CARRIER is solely responsible for the means and methods of carrying out its services under this Agreement. CARRIER warrants and represents that CARRIER is in business for itself, has invested in its own equipment, is regularly engaged in providing the types of services being provided hereunder, and is available to provide the same or similar services to other companies or enterprises.

CARRIER shall report and pay in a timely fashion all necessary amounts for worker’s compensation insurance, federal and state taxes, unemployment insurance, social security, and other withholdings or insurances for itself and its employees, which includes any individual providing services on behalf of CARRIER to DISPATCH under this Agreement. CARRIER agrees to indemnify, defend and hold harmless DISPATCH, its owners, affiliated companies, employees, agents and representatives, from any and all claims, demands, damages, suits, losses, liabilities, causes of action, costs and expenses (including reasonable attorneys’ fees) arising out of CARRIER failure to comply with the terms of this paragraph. The foregoing statement shall survive the termination of this Agreement and the provision of services by CARRIER to DISPATCH under this Agreement.

### **NON-EXCLUSIVE ARRANGEMENT**

This Agreement shall not constitute an exclusive arrangement and DISPATCH retains the right to engage other entities and individuals to perform and render any type of services, including services of the same type then being performed by CARRIER. Similarly, because CARRIER is regularly engaged in providing the type of services it is providing to DISPATCH, this Agreement does not preclude DISPATCH from providing the same or similar type of services to other entities and individuals; provided, however, that it is expressly understood as to any project to which CARRIER is introduced or performs services through DISPATCH, CARRIER shall not obtain additional work for that project except through CARRIER.

### **LICENSES/PERMITS/INSPECTIONS**

CARRIER shall comply with all federal, state and local laws governing interstate and intrastate trucking as well as all other laws, regulations, requirements, and licensing required to operate its trucking business in the states in which CARRIER conducts business.

CARRIER acknowledges and agrees that:

- All vehicle and other inspections required by law are current and that all vehicles are roadworthy and in proper working condition
- All vehicles are equipped with the proper and current vehicle registration(s), tag(s) and sticker(s) required by law
- Any OWNER/OPERATOR driver, operator or other employee or agent operating an CARRIER vehicle shall at all times physically possess and maintain the proper licensing documents required by law to operate the vehicle including, but not limited to, documentation proving the driver or operator has proper Commercial Drivers License ("CDL"), Department of Transportation ("DOT") and/or other required credentials, and that all vehicle drivers and operators comply with the requirements of the Federal Motor Carrier Safety Administration ("FMCSA") regulations;
- That all vehicles utilized on DISPATCH projects are equipped with an automatic tarp system
- That all vehicles on DISPATCH projects are equipped with a working back-up warning device
- That all vehicles on DISPATCH projects are equipped with a "body stop" that is utilized at all times when performing any work or maintenance on the vehicles.

### **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.

CARRIER's obligation hereunder shall not be limited by the provisions of any workers' compensation or similar act. Should any individual or entity assert a claim or institute a suit, action, or proceeding against DISPATCH or other Indemnified Parties involving the manner or sufficiency of the performance of the services under this Agreement, CARRIER shall upon the request of DISPATCH or other Indemnified Parties promptly assume the defense of such claim, suit, action or proceeding at CARRIER's expense, and shall use legal counsel acceptable to DISPATCH. To the fullest extent permitted by law, CARRIER shall indemnify and hold harmless DISPATCH and the other Indemnified Parties from and against any liability, loss, damage, or expense (including costs and attorneys' fees, and including costs and attorneys' fees incurred to enforce this indemnity obligation) arising out of or related to such claim, suit, action or proceeding. Nothing in this paragraph shall be construed to require any indemnification which would make this paragraph void or unenforceable or to eliminate or reduce any indemnification or rights which DISPATCH or the other Indemnified Parties have by operation of law. If CARRIER is a sole proprietor and elects not to procure workers' compensation insurance because such coverage is not required by law, then CARRIER agrees to waive all rights of recovery and forever release DISPATCH and the Indemnified Parties for any injuries or damages incurred by CARRIER regardless of cause.

The indemnity obligations set forth in this Agreement are continuing and shall survive the termination of this Agreement.

**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.

**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.

**ACCIDENTS/MOVING VIOLATIONS**

DISPATCH will not be responsible or held liable for any lost time or damages resulting from accidents, moving violations, or other circumstances regardless of how caused. DISPATCH will not reimburse CARRIER for any speeding or other traffic citations.

CARRIER shall conduct the services arising under this Agreement strictly in compliance with all applicable federal, state and local laws, ordinances and regulations. In addition, CARRIER shall comply with all safety and environmental rules and procedures, as well as all jobsite rules and procedures, promulgated by DISPATCH and its customers.

**ATTORNEY’S FEES**

CARRIER shall be responsible for all costs and attorneys’ fees incurred by DISPATCH to enforce the terms of this Agreement including, without limitation, those fees and costs incurred in connection with legal action taken between DISPATCH and any third-party as a result of CARRIER’S acts or omissions.

**ORAL STATEMENTS**

No oral statement shall modify or otherwise affect the terms and conditions stated in this Agreement. All modifications to this Agreement must be made in writing and signed by CARRIER and DISPATCH.

**DISPATCH:**

Company: DEW ROCK LLC

Contact: Soad Tabrizi, OWNER

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

**CARRIER:**

Company: \_\_\_\_\_

Contact: \_\_\_\_\_

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