

DISPATCHER-CARRIER AGREEMENT

This Agreement is made this	_day of	_, 20,	, by and between			
"GOLDENGATE DISPATCHING, LLC", hereafter referred to as DISPATCHER, and,						
Hereinafter referred to as CARRIER. WHEREAS, DISPATCHER is a transportation dispatcher handling the necessary						
paperwork between a SHIPPERS and the C	CARRIER in order to secure "CARGO"	for said CARR	IER.			

OBLIGATIONS OF DISPATCHER

DISPATCHER agrees to handle paperwork, phone; fax calls to, from the 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 will accept or reject the load.

Invoice the CARRIER at time of service; also provide a copy of each load confirmation sheet CARRIER is being billed for.

OBLIGATIONS OF CARRIER

1. CARRIER agrees to pay DISPATCHER percent ____ of the face value of the contract between the SHIPPER, CARRIER as stated on the load confirmation sheet. Carrier further agrees to pay DISPATCHER at time of receiving invoice.

A 5 day grace period will be allowed before the account becomes overdue. At 13 days the account will be suspended and a reactivation fee of \$100 will apply in addition to any overdue fees. After 30 days the account may be placed for collection.

DISPATCHER will invoice the Carrier as per the terms of the agreement via FAX or EMAIL. Once the payment is processed the Carrier will be sent a confirmation receipt via FAX or EMAIL.

- 2. CARRIER gives DISPATCHER authority to provide his signature for rate confirmation sheets, invoices and associated paper work 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.
- 3. 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.
- 4. CARRIER shall be liable for loss, damage, or liability occasioned by the transportation of property arranged by DISPATCHER, SHIPPER while in the possession of CARRIER.
- 5. CARRIER agrees to hold DISPATCHER, SHIPPER harmless from any liability for personal injury or property damage occurring during operation conducted by CARRIER pursuant to this agreement.
- 6. CARRIER will be responsible to comply with all applicable state and federal regulations pertaining to the operation of a motor carrier.
- 7. CARRIER and DISPATCHER agree that DISPATCHER, at great expense, has developed a broad customer base of shippers, receivers, and brokers that is essential to the successful operations of his company. CARRIER and DISPATCHER agree that disclosure of the identity of one or more of the companies said customers to CARRIER constitutes valuable consideration.
- 8. Carrier acknowledges that the customer information being provided by DISPATCHER is the sole and exclusive property of DISPATCHER and that neither it, nor any employee, agent, or subcontractor shall back-solicit, directly or indirectly, communicate or perform any service for compensations for any account of DISPACTCHER which has previously tendered to CARRIER for transportation, nor shall it pass on or reveal any customer information obtained to any other person or company.
- 9. Solicitation prohibited under this AGREEMENT means participation in any conduct, whether direct or indirect, the purpose of which involves transportation and/or handling of property by CARRIER for which CARRIER does, or did in the past, provide such service for that customer under arrangements first made or procured by DISPATCHER. Solicitation includes conduct initiated or induced by CARRIER, or accepted by CARRIER, upon inducement by DISPATCHER efforts.
- 10. If CARRIER should perform services of a transportation or warehousing nature for compensation for any DISPATCHER customer without prior documented authorization from DISPATCHER during the applicable time period in violation of this AGREEMENT, CARRIER shall pay to DISPATCHER within ten (10) days of each such violation an amount equal to (10%) of all

revenues invoiced by CARRIER to the solicited customer. Where a dispute or disagreement arises, both parties agree to tender the issue to binding arbitration in the "State of Your State".

- 11. CARRIER acknowledges that a breach of this provision will give rise to immediate and irreparable injury to DISPATCHER, which is inadequately compensated in damages. Accordingly, CARRIER agrees that DISPATCHER is entitled to obtain injunctive relief against the breach or threatened breach by CARRIER of this obligation, in addition to any other legal remedies, which may be available. CARRIER further acknowledges that the precise damages DISPATCHER would sustain out of any breach of this covenant may be difficult to ascertain and agrees that it shall pay as damages, twenty five (25) percent of the aggregate of all rates and charges assessed by CARRIER for transportation services provided to any account of DISPATCHER that is handled in contravention of this agreement, plus liquidated damages of ten thousand (\$10,000.00) dollars.
- 12. CARRIER agrees that it will function under terms of this agreement strictly as duly permitted contract carrier, and hereby waves any and all rate provisions, which may be contained in its published carrier tariffs.
- 13. This agreement shall be deemed to be effective on the first date that CARRIER, DISPATCHER, and SHIPPER commence business together, and the parties hereby agree that the provisions herein properly express and memorialize the complete understanding as contained in any prior agreement either written or verbal.

DISCLAIMER

Goldengate Dispatching is NOT responsible for:

- 1. Billing Issue
- 2. Load problems
- 3. Advances (All advances will have to be handles directly between Carrier and Shipper / Broker)
- 4. Handling and storage of paperwork (All documents will be sent to Carrier unless other arrangements are made)
- 5. DOT compliance issues.

What we need to do business and get you a load.

- 1. Copy of MC Authority.
- 2. Copy of your insurance certificate and a phone number for your insurance company.
- 3. Signed W-9 form.

Company's Phone#

Company Address: ___

- 4. Signed Contract for services.
- 5. Company profile completed.
- 6. Your factoring company's name, address, and contacts phone number.

Please complete the following information so that we may better serve you.

**You will receive an invoice on the given address; you pay only the amount of the invoice –no hidden charges.

Company's Name:

Address:

City:

State:

Zip:

Company's Phone Number:

Cell Phone Number:

INSURANCE COMPANY INFORMATION

Company's Name:

FACTORING COMPANY INFORMATION

Company's Name:		
Address:		
City:	State:	Zip:
Phone Number and Contact Name:		
***All service fees are collected at tir	me of completed transactions.	
	CARRIER PROFILE INFORMATION	
Company's Name:		
Address:		
City:	State:	Zip:
Phone#		
Email:		
DOT #:	_MC #:	SSN/EIN #:
SCACCODE:	TWIGCERTIFIED:	HAZ MAT CERTIFIED:
EQUIPMENT SECTION		
NUM. OF TRUCKS: Owner Operato	or Power Only Box Truck Hot Shots	
NUM. OF TRAILERS: VAN DRY	REEFER FLATBED STEP DECKS_	
ADDITIONAL INFO:		
REFERRAL		
Please refer us three (3) Owner Ope	erators who you believe might benefit from our service.	
NAME	CELL	
NAME	CELL	
NAME	CELL	

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as the date written

Goldengate Dispatching, LLC

BY:

Contact number: +1 (307) 241-5046

Email: info@goldengatedispatching.com

Title: _____

Signature:___

Date:

Title: C	ARRIER:		
Name:			
Date: _			



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THANK YOU FOR YOUR BUSINESS!!