



DISPATCHER & CARRIER AGREEMENT



Carrier Set-up Requirements

Welcome to **Black Enterprise Logistics LLC**! We are pleased that you have granted 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. We understand how important your business is to you. You've made a wise decision; we will represent you with integrity, professionalism and pride in all that we do!

To contract with us, please complete, sign and return the following items by email to info@BlackEnterpriseLogistics.com

- Dispatch Agreement
- Limited Power of Attorney
- Company Profile Sheet
- Truck Operation Form
- Credit Card Authorization Form
- Referral Form
- Copy of Carrier's Authority
- Copy of your DOT#
- Copy of your W-9
- Copy of insurance certificate

Once your paperwork is processed you will be contacted within 24 hours with all pertinent information and your Customer ID. For questions/concerns regarding **Black Enterprise Logistics LLC** requirements please contact us at info@BlackEnterpriseLogistics.com otherwise, "Thank you for choosing **Black Enterprise Logistics LLC**!"



DISPATCHER + CARRIER AGREEMENT

This agreement made on this _____ day of _____ 20____ by and between **Black Enterprise Logistics 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. DISPATCH shall be the agent for CARRIER when searching for loads, booking them, dispatching, handling all paperwork directly with the broker and/or shipper, including advances, and any load problems.

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 to cancel the AGREEMENT at any time not less than thirty (30) days written notice by certified mail from 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 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 its records. DISPATCH agrees to "assist" CARRIER with any load issues, road assistance, advances, paperwork, and/or billing issues.

RATE AGREEMENT (Please check plan preferred)

- ☐ **9% Pay Per Load SEMI- Power Only**
- ☐ **10% Pay Per Load SEMI- Dry Van, Reefer, Flat Bed, Step deck, Box Truck**
- ☐ **10% Pay Per Load HotShot 35 foot-40 foot**
- ☐ **10% Pay Per Load HotShot 24 foot -30 foot**
- ☐ **12% Pay Per Load PART-TIME- part time trucks are charged more if you choose not to use us on every load. It takes time away from the dispatcher finding loads for full-time trucks.**

4. COMPENSATION

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 cases 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.

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 brokers/shippers. Such bills of lading, 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.

8. 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.

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 CARRIER 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 Wisconsin 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 Milwaukee County Wisconsin 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.

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 signed date between: **BLACK ENTERPRISE LOGISTICS LLC**, hereinafter called DISPATCH a company established under the laws of

the State of Wisconsin, 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 info@BlackEnterpriseLogistics.com

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

DISPATCH

NAME _____

SIGNATURE _____

TITLE _____

DATE ____/____/____

CARRIER

NAME _____

SIGNATURE _____

TITLE _____

DATE ____/____/____



CREDIT CARD PAYMENT AUTHORIZATION FORM

I _____, hereinafter called CARRIER do hereby authorize **BLACK ENTERPRISE LOGISTICS LLC**, hereinafter called DISPATCH, to initiate a weekly debit entry for the percentage listed below, on the dates listed below, to the credit card account indicated below, for the dispatching service provided to person/company listed above. I understand that my signature on this authorization form, along with a photocopy of the front and the back of both my credit card, as well as my driver license, will allow me the convenience of not having to produce these items for impression at the time of service.

Name on the Card: _____
Please Check One: ☐ VISA ☐ MC ☐ DISC ☐ AMEX

Credit Card Number: _____

Expiration Date: ____/____/20____ **CVN:** _____ **ZIP:** _____

Authorized Weekly Payment Amount: 9%____ 10%____ 12%____ Loads

****Deduction dates are Fridays**

Starting on ____/____/20____ **Ending on** ____/____/20____

Card Holder's Signature

Authorization Date



COMPANY PROFILE

Instructions: Please complete this form providing all 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 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

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

Advise us of 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 _____ STATE/ZIP _____
CONTACT _____ E-MAIL _____
WEB _____ FAX _____
PHONE # _____

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 this section below to better describe your company. Include special terms and conditions of most importance and everything we need to consider while searching for and booking 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? _____ if so, who? _____

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.