



DISPATCHER + CARRIER AGREEMENT

This AGREEMENT made as of this _____ day of _____, 2022 by and between 2XTREME DISPATCH & LOGISTICS (**Dispatch**) and _____, (**Carrier**) license by the FMCA as an interstate carrier of property holding authority, MC# _____ and/or DOT# _____.

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

1. DOCUMENTS

CARRIER must furnish DISPATCH with the following documents prior to the implementation of this agreement, via email at info@2xtremedispatchlogistics.com.

- _____ This Carrier Agreement (completed, signed, and dated)
- _____ A signed and dated Limited Power of Attorney
- _____ A completed Company Profile Sheet
- _____ Copy of Owner Operator’s CDL, and Driver’s CDL License
- _____ Copy of the Client’s Authority (MC Permit)
- _____ Certificate of Insurance
- _____ A signed W-9 form
- _____ Proof of Insurance Certificates**

****We require at least \$1,000,000 in liability and at least \$100,000 in cargo coverage****

2. RELATIONSHIP

INITIALS: _____/_____



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 to and from such locations between services may be required, subject to the availability of suitable equipment.

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

3. TERM

The term of this AGREEMENT shall be effective as of the date hereof, and shall continue and automatically from week to week, subject to the right of either party to cancel the AGREEMENT at any time upon not less than **seven (7)** days written notice by certified mail of one party to another. CARRIER must send notification by mailing said Revocation Notice to: **2Xtreme Dispatch & Logistics LLC, 4614 HWY 280 #1108, Birmingham, AL 35242** or info@2xtremedispatchlogistics.com.

4. DISPATCH SERVICE METHOD

DISPATCH'S objective is to design and pro-active logistic plan a week in advance, based on the 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'S logistics coordinators (DISPATCHERS) will find loads that best match CARRIER'S preference and communicate such options with CARRIER and/or its 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 forwarded to the CARRIER, for its records. DISPATCH agrees to "assist" CARRIER with any load issues, paperwork, and/or billing issues.

INITIALS: _____/_____



5. RATE PLAN

PERCENTAGE PLAN: *Dispatch service for a flat fee of 10% of the load confirmation.*

6. COMPENSATION

The CARRIER agrees to pay 2Xtreme Dispatch & Logistics LLC, as per the agreed quote as stated in Section 5 of this agreement. The agreed upon rate is to be paid to 2Xtreme Dispatch & Logistics LLC as per the conditions of the agreement. 2Xtreme Dispatch & Logistics LLC will invoice the CARRIER by **Thursday at 6:00PM, CST**. Payments are due every week on **Friday by 6:00PM CST**. **If payment isn't received by Friday at 6:00PM CST the next load will not be booked. Payments received two (2) days after Friday at 6:00PM CST will be subject to a \$150.00 late fee which must be paid in addition to the original invoice amount. After 30 days the account may be placed for collection. The invoice can be paid via Square, Wires, or ACH Deposits. CARRIER will be compensated directly from other brokers/shippers handling the load, or from a factoring company chosen by the Carrier.**

7. NON-SOLICITATION

CARRIER agrees that it will not solicit traffic from any shipper, consignor, or customer of DISPATCH where the CARRIER transport 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 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.

INITIALS: _____/_____



8. BILLS OF LADING

Each shipment will be evidence 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.

9. EQUIPMENT

CARRIER agrees to provide, operate, and maintain in good working condition, motor vehicles and al allied equipment necessary to perform the transportation schedule in a safe, efficient, and economical manner.

10. 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 always expected to conduct themselves in a professional manner and shall ascertain and comply with all of Customer's facility rules and regulation while on Customer's premises.

11. 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

INITIALS: _____/_____



assumes the liability of a common carrier for loss, delay, damage to or destruction of any and all of the shipper's goods or property while under the 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 supporting documentation for the claim.

12. 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 any other form arrange for the freight to be transported by a third party without the prior written consent of DISPATCH.

13. 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.

14. GOVERNING LAW, JURISDICTIONS AND VENUE

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

INITIALS: _____/_____



and agree to submit to the jurisdiction of the Federal and State courts located in Jefferson County, AL in connection with any claims or controversies arising out of this Agreement.

15. ADDITIONAL PROVISIONS

In the case of insufficient funds, there is a built-in grace period of 48 hours 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 \$100.00.

IN WITNESS WHEREOF

The parties hereto have executed this Agreement as of the date first above written.

DISPATCH:

Company: 2Xtreme Dispatch & Logistics LLC

Contact: Timeka Bass

Signature: _____

Date: _____

CARRIER:

Company: _____

Contact: _____

Signature: _____

Date: _____

INITIALS: _____/_____



LIMITED POWER OF ATTORNEY

This Limited Power of Attorney (the AGREEMENT) is made effective on _____ (date) between: *2XTREME DISPATCH & LOGISTICS LLC* hereinafter referred to as **DISPATCH**, a company established under the laws of the State of Alabama, and _____ hereinafter referred to as **CARRIER**, a motor carrier company with MC# _____ and/or DOT# _____ CARRIER hereby appoints DISPATCH as my Attorney-in-Fact (Agent). DISPATCH'S agent shall have full power and authority to act on my behalf. This power of authority shall authorize DISPATCH to manage and conduct affairs and to exercise all my legal rights and powers, including all right and powers that I may acquire in the future. DISPATCH powers shall include, but not 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 Confirmation, Insurance Certificates, Invoices, and all necessary paperwork) to shippers. Sign and execute rate confirmations for freight and collect payment dues on my behalf.**

This Power of Attorney shall be construed broadly as a General Power of Attorney. This 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 judgement error that was made 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 sent via email 10 days in advance to DISPATCH at info@2xtremedispatchlogistics.com.

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

INITIALS: _____/_____



DISPATCH:

Company: *2XTREME DISPATCH & LOGISTICS LLC*

Name: Timeka Bass

Signature: _____

Date: _____

CARRIER:

Company: _____

Name: _____

Signature: _____

Date: _____

INITIALS: _____/_____



COMPANY PROFILE FORM

Instructions: Please complete this form by giving us 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. The 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: _____ MAILING ADDRESS: _____

CITY _____

CITY _____

STATE _____ ZIP _____

STATE _____ ZIP _____

MAIN CONTACT: _____ EMAIL: _____

OFFICE PHONE: _____ FAX: _____

CELL PHONE: _____

EMERGENCY CONTACT: _____

EMERGENCY PHONE: _____

MC NUMBER: _____ DOT NUMBER: _____ EIN: _____

SCAC CODE: _____ TWIC CERTIFIED: _____ HAZMAT CERTIFIED _____

PART 2: EQUIPMENT SECTION

NUMBER OF TRUCKS: _____ COMPANY: _____

OWNER OPERATORS: _____

NUMBER OF TEAMS: _____

NUMBER OF TRAILERS: VANS: _____ REEFERS: _____ FLATBEDS: _____

STEPDECKS: _____ DROPDECKS: _____

OTHER TYPES: _____

TRAILER SIZES: VANS: _____ REEFERS: _____ FLATBEDS: _____

INITIALS: _____/_____



STEPDECKS: _____ DROPDECKS: _____

OTHER TYPES: _____

DETAILED DESCRIPTION OF EQUIPMENT (I.E. PALLETS, TARPS, OVERSIZE AND WEIGHT LIMITS):

PART 3: SERVICE AREAS OF OPERATION (CHECK ALL THAT APPLY)

- UNITED STATES All 48 states (USA)

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

Canada (list provinces) _____ Mexico _____

PART 4: 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: _____

MAIN CONTACT: _____ PHONE: _____

INITIALS: _____/_____



FAX: _____ WEBSITE: _____
ADDRESS: _____
CITY: _____ ST: _____ ZIP: _____

PART 5: REFERRAL'S (OPTIONAL)

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

| | |
|-------------|-------------|
| Name: _____ | Cell: _____ |
| Name: _____ | Cell: _____ |
| Name: _____ | Cell: _____ |

INITIALS: _____/_____



TRUCK OPERATION FORM

| TRUCK # | TRAILER # | TRAILER TYPE | MAX WEIGHT | DRIVER'S NAME | CELL # |
|----------------|------------------|---------------------|-------------------|----------------------|---------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

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

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

INITIALS: _____/_____