



## Agreement for Dispatch Services

### 1. RECITALS

This agreement made as of this \_\_\_\_\_ day of (month), 2021, by and between *NextTier Dispatch & Logistics LLC* hereinafter referred to as ("NextTier") and \_\_\_\_\_ (Contact Name) of \_\_\_\_\_ (Company Name), hereinafter referred to as Client.

**Whereas**, Client is a Carrier/Owner Operator, desiring to retain NextTier Dispatch & Logistics LLC to providedispatch services.

**Whereas**, NextTier Dispatch & Logistics LLC is a transportation dispatcher handling the necessary paperworkbetween shippers and the Client.

**The Client must prior to the implementation of this agreement furnish to NextTier Dispatch & Logistics LLC thefollowing:**

1. A Copy of Client's Certificate of Authority
2. *Proof of Insurance Certificates\*\**
3. A signed W-9.
4. This Agreement form completed, dated, and signed.

### 2. STATEMENT OF WORK

NextTier will:

1. Book loads on the Client's behalf.
2. Send rate confirmations to Clients by 6pm.
3. Find freight that best matches the profile for the Client.
4. Upon the Client agreeing to the load, NextTier Dispatch & Logistics LLC will fax to shipper / brokerthe Clients, Authority, W-9, proof of insurance, and order insurance certificates if required, along with any other required supporting documentation.
5. Handle the setting of appointments if necessary.
6. Prepare directions to shipper/consignee, if necessary.
7. Provide access to our rates and shippers depending on location of the truck.
8. Assist with any problems that arise in the transit of the load when necessary, within our capabilities. Client is responsible for own equipment, we can direct you to a service that may be helpful.
9. All load information is available to the Client at all times, NextTier Dispatch & Logistics LLC willhold on to the dispatch, accessorial information, etc. until the load is completed.
10. Upon forwarding the final load confirmation, and mailing all documentation to the Client, the services of NextTier Dispatch & Logistics LLC have been fully performed.
11. Book and communicate load information to drivers between 8am and 7pm Monday – Friday. Client will reach out to the broker for any issues regarding the load after 7pm.



### **A. Obligations of Dispatcher**

1. Dispatcher agrees to handle paperwork, phone, and fax to and from the Broker or Shipper to tender commodities or shipments to Client for transportation in interstate commerce by Client between points and places within the scope of Client's operating authority.

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

3. Dispatcher will:

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

2. Client will be contacted about every load we find offer, and the driver will Accept or Reject the load. Client cannot cancel once the load is booked.

3. Invoice the Client at time of service, also provide a copy of each load Confirmation Sheet, Client is being billed for.

### **B. Obligations of Client**

1. Client gives NextTier Dispatch & Logistics LLC authority to provide his/her signature for rate confirmationsheets, invoices and associated paperwork necessary for securing cargo and billing purposes.

2. Client agrees to collect payment from the Shipper 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 Client shall be established between the 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 Client. Confirmation will be signed by NextTier and returned via FAX or EMAIL to Shipper.

3. Client agrees to text NextTier Dispatch & Logistics LLC when they arrive at the shipper.

4. Client agrees to text NextTier Dispatch & Logistics LLC once loaded.

5. Client agrees to text NextTier Dispatch & Logistics LLC once they arrive to the receiver.

6. Client agrees to text NextTier Dispatch & Logistics LLC once loaded from receiver.

7. In the event of a breakdown, Client is responsible for contacting roadside. We recommend signing up with a roadside company and issuing that contact info to your driver. Client is responsible for payment of any needed repairs.

8. Client nor driver is allowed to cancel once a load is booked.

9. Client is responsible for obtaining all permits.

### **3. CONSIDERATION**

The Client agrees to pay NextTier Dispatch & Logistics LLC a non-refundable Two Hundred Fifty Dollar (\$250.00) setup/admin fee. An additional deposit of Two Hundred Fifty (\$250.00) Dollars is required to be paid before the initial dispatch and will also serve as payment towards your last week of service.

These rates will be required to be paid to NextTier as per the conditions of the agreement.(i.e. a 30 day subscription). A (5) day grace period will be allowed before the account become's



overdue. At 13 days the account will be suspended and a reactivation fee of \$200 will apply in addition to any overdue fees. After 30 days the account may be placed for collection. NextTier will invoice the Client as per the terms of the agreement via Email, U.S. Mail or faxing said invoice. Payment can be made to NextTier by Zelle, Quickbooks, Apple Pay, Wires, ACH Deposits, Certified Check, or Money Order. Cash App nor Venmo is accepted. Once the payment is processed the Client will be sent a confirmation receipt via email, fax or US Mail.

#### **4. ADDITIONAL PROVISIONS**

Once a load has been set up for the Client and all information given, it will be the responsibility of the Client 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 NextTier.

In no event will NextTier Dispatch & Logistics 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.

We do not guarantee a minimum gross amount for trucks under our dispatch service but our weekly gross quota is \$5,000. Each truck, however, is able to gross up more depending on how hard the driver is willing to work.

##### **A. Termination**

Our contract term is (9) months minimum.

Contracts terminated by client before (9) month minimum will forfeit their deposit.

##### **B. Loading Procedures**

Commercial vehicles must be loaded in such a manner as to prevent its cargo from leaking, spilling, blowing or falling from the vehicle. The cargo must be immobilized or secured to prevent shifting to the extent that the vehicle's stability or maneuverability is affected. All vehicle structures, systems, parts and components used to secure cargo must be in proper working order with no damaged or weakened components that will adversely affect their performance. Cargo must be firmly immobilized or secured on or within a vehicle by structures of adequate strength, dunnage or dunnage bags, shoring bars, tie-downs or a combination of these. Articles of cargo that are likely to roll must be restrained by chocks, wedges, a cradle or equivalent means to prevent rolling. Federal regulations provide for specific means of securing logs, building products, metal coils, paper rolls, concrete pipes, intermodal containers, automobiles, heavy equipment, crushed vehicles, and boulders. Cargo must be secured so that when a vehicle decelerates at a rate of 20 feet per second, the cargo will remain on the vehicle and will not penetrate the vehicle's front-end structure. Any vehicle having a load or component which extends beyond the sides more than 4 inches or more than 4 feet beyond the rear must have the extremities marked with a red or orange fluorescent warning flag. If the projecting load is 2 feet in width or less, only one flag is required at the extreme rear of the load. If the projecting load is greater than 2 feet in width, two flags must be used at the extreme width and length on each side of the load.



### **C . Responsibilities for Proper Loading**

A driver cannot operate a commercial vehicle unless (1) the cargo is properly distributed and adequately secured, (2) the means of fastening the cargo is secured, and (3) the cargo does not obscure the driver's view or interfere with the movement of his arms or legs. A driver must assure himself that the load is adequately secured before he drives the vehicle and must examine the cargo and its load-securing devices within the first 50 miles after beginning a trip and adjust the load-securing devices as needed. The driver must also reexamine the cargo and its securing devices when he makes a change of his duty status, after the vehicle has been driven for three hours, or after the vehicle has been driven 150 miles whichever comes first. The load inspection procedures do not apply to a sealed trailer when the driver has been ordered not to open it or to a trailer that has been loaded in a manner that makes inspection of the cargo impracticable.

If a member of the public is injured because of improperly loaded cargo, both the shipper who loaded the cargo and the Client may be held liable for the injury. A shipper that assumes responsibility for loading the vehicle can be held liable for improperly securing a load under a common law theory of negligence, and federal regulations will provide evidence of the proper standard of care to be utilized by the shipper in loading the vehicle. When the driver himself is injured in an accident, the shipper cannot be held liable for the improper loading of the vehicle unless the loading defects are latent and concealed and cannot be discerned by ordinary observation by the agents of the Client. In determining if the defect in loading is patent and should have been discovered by the driver, a court will take into consideration the experience of the driver and whether the driver is given assurances by the shipper's employees that there is no defect in the loading of the cargo. A motor Client cannot be held liable for improperly loading a sealed trailer since the driver does not have the opportunity to inspect the load. When a person is injured during the loading or unloading process at the shipper or consignee's facility, the trucking company's liability will be determined according to the rules applicable to the facility owner, and the company will be subject to the same liability or freedom from liability as the owner.

### **5. DISCLAIMER**

NextTier Dispatch & Logistics LLC is NOT responsible for:

1. Billing Issues
2. Load problems
3. Advances (All advances will have to be handled directly between Client and Shipper / Broker)
4. Handling and storage of paperwork (All documents will be sent to Client unless other arrangements are made)
5. DOT compliance issues.
6. SPIKE INSURANCE

### **6. GOVERNING LAW**



This agreement shall be governed by and construed in accordance with laws of the State of Texas without giving effect to any choice of law or conflict of laws provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Texas.

**7. JURISDICTIONS AND VENUES**

NextTier Dispatch & Logistics LLC and the Client hereby consent to and agree to submit to the jurisdiction of the Federal and state courts located in Houston, Texas. in connection with any claims or controversies arising out of the Agreement. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as the date written.

**Date:**

\_\_\_\_\_  
**(Print Company Name)**

\_\_\_\_\_  
**(Signature of Representative)**

\_\_\_\_\_  
**(Print Representative Name/Title)**

**Date:**

NextTier Dispatch & Logistics LLC

\_\_\_\_\_  
**(NextTier Dispatch & Logistics LLC Representative)**

\_\_\_\_\_  
**(Print Representative Name/Title)**