



Email: support@loverslaneslogisticsllc.com
Phone: 1-800-780-1686 | Website: www.loverslanelogisticsllc.com

DISPATCH & CARRIER AGREEMENT FOR SERVICES

This Agreement is made on this _____ day of _____, 20____, by and between **Lovers Lane Logistics, LLC**, hereafter referred to as DISPATCHER, and _____, hereinafter referred to as CARRIER. License by the FMCSA as an interstate carrier properly holding authority, the **Owner/Operator of Trucks # _____ Trailer # _____ MC # _____ and/or DOT # _____**, hereby grants authorization permission to: **Lovers Lane Logistics, LLC** to act as my agent for the sole purpose of searching for and booking loads, processing all brokerage paperwork and obtaining all necessary documents required in order to expedite loads and dispatch via telephone, fax or e-mail for my truck, **License Plate # _____** in the state of, _____.

All billing, invoicing and collections of revenue from customers, brokers, shippers, consignees, etc - are the sole responsibility of the carrier. If revenue for a shipment or shipments is uncollectible, **Lovers Lane Logistics, LLC** will be held harmless and no penalty or deduction of fees will be made.

The carrier agrees to maintain all proper licenses and permits to conduct business as a motor carrier in the area of intended operation. Additionally, carrier agrees to maintain general liability and cargo insurance at the amounts set forth by the home state of the carrier.

Lovers Lane Logistics, LLC will be held harmless in the event of any and all claims. The carrier agrees to maintain an account with (an internet load board service), in the name of the carrier, with **Lovers Lane Logistics, LLC** as the point of contact for dispatching purposes.

The fee for dispatch services will be anywhere between 5 -10% of the gross revenue of each load with no minimum charge (including dedicated lanes)

As loads are picked up, an amount equal to the above stated percentage will be payable to: Lovers Lane Logistics, LLC. **Payments are to be conveniently paid with any Debit or credit Card via Text or Email Invoice App. Processed by Lovers Lane Logistics, LLC. Invoice Processing.**

Please provide your SMS, Cell Phone, Text Number Here; (____) _____ - _____
and Your Email Here; _____

I. RECITALS

WHEREAS, the DISPATCHER is a transportation dispatcher handling the necessary paperwork and freight rate negotiations between FREIGHT BROKERS, SHIPPERS and the CARRIER to secure "CARGO" for said CARRIER. DISPATCHER is not a PROPERTY BROKER nor acting as a PROPERTY BROKER to the CARRIER.

WHEREAS, CARRIER is a Motor Carrier subject to the jurisdiction of the ICC and FMCSA: NOW, THEREFORE, in consideration of the promises and covenants hereinafter contained it is mutually agreed by and between the parties hereto as follows:

WHEREAS, the transportation service provided by CARRIER for Freight Shippers, whether on regulated, unregulated, or intrastate traffic, is intended by the Parties to be contract carriage between the CARRIER and Freight Shippers/ Holders as defined in 49 U.S.C. § 13102 (4) and §14101 (b) and not between DISPATCHER, and the Parties hereto intend that the contractual arrangement be continuous in nature until this agreement is, by its terms, terminated; and;

WHEREAS, both DISPATCHER and CARRIER enter into this AGREEMENT for the purpose of providing and receiving specified services under specified rates and conditions, DISPATCHER and CARRIER deem it essential to their respective interest to establish and maintain an Independent Contractor relationship in the execution and performance of this agreement; and;

NOW THEREFORE, for and in consideration of the mutual covenants and undertakings herein, and subject to the terms and conditions hereinafter set forth, the Parties hereto warrant, covenant and agree as follows:

CARRIER desires to retain DISPATCHER by executing a Limited Power of Attorney to find, negotiate, and procure freight for and dispatch.

CARRIER agrees to hold DISPATCHER harmless from any liability for personal injury or property damage occurring during operation conducted by CARRIER pursuant to this agreement.

CARRIER will be responsible to comply with all applicable state and federal regulations pertaining to the operation of a motor carrier.

CARRIER gives DISPATCHER authority to provide his signature for rate confirmation sheets, invoices and associated paperwork necessary for securing cargo and billing purposes. The terms of this agreement shall be perpetual, provided that either party may terminate the same by giving 30 days written notice to the other.

OBLIGATIONS OF DISPATCHER

1. DISPATCHER agrees to handle paperwork, phone calls, and faxes from the BROKER or 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.
2. DISPATCHER bears no financial or legal responsibility in the transaction between the SHIPPER or Broker and you the CARRIER.
3. Dispatcher will find ALL your loads so there is no mix ups.
4. DISPATCHER will:
 - A. make 100% effort to keep truck(s) loaded.
 - B. CARRIER will be contacted (by phone call/text/email) about EVERY load we find to offer, and the driver will ACCEPT or REJECT the load.
 - C. Invoice the CARRIER at the time of service; also provide a copy of each Load Confirmation Sheet.
 - D. Payment is due to DISPATCHER at time of invoice.

OBLIGATIONS OF CARRIER

1. CARRIER agrees to pay a flat rate or a percentage rate fee per load. You will be invoiced once weekly, the invoice will be sent out Friday, for all your weekly loads, and due Sunday.
2. CARRIER gives DISPATCHER authority to provide his signature for rate confirmation sheets, invoice and associated paperwork necessary for securing cargo and billing purposes. The terms of this agreement shall be continuous, provided that either party may terminate this agreement at anytime.
3. SHIPPER agrees to pay CARRIER promptly, following receiving the invoice. The amount to be paid by SHIPPER to CARRIER 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 EMAIL by SHIPPER/BROKER/ DISPATCHER to CARRIER. Confirmation will be signed by DISPATCHER and returned via FAX or EMAIL to SHIPPER/ BROKER.

Payments are due to the DISPATCHER for services rendered are not contingent on outstanding payments due to the CARRIER for loads that he/she has hauled for the SHIPPER OR BROKER.

Failure to pay the DISPATCHER for services rendered will result in termination of the agreement and services immediately unless otherwise determined by the DISPATCHER.

However, Either party has the right to end this agreement without cause at any time with seven (7) days' notice by written request. Upon cancellation, any unused funds remaining in the deposit account will be refunded to the carrier within two (2) business days without penalty

By signing below, I fully understand the terms of this agreement.

Company: _____

Signature: _____ Date: ____/____/____

Print name: _____

Dispatcher: _____

Dispatch Signature

We will also need the following from your company to start working for you!

- 1. A completed W9 Form. We have one you can fill out if you don't have one.**
- 2. A Copy of your Motor Carrier Authority Form.**
- 3. A Copy of your Insurance Certificate.**

II. DOCUMENTS

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

- This AGREEMENT form completed, dated and signed.
- Copy of Valid Drivers License
- Completed Carrier Profile Form
- Internet Load Board and Account Access
- Date of Agreement Execution Completed
- Copy of Carrier's Motor Carrier Authority.
- Copy of DOT#.
- Completed IRS Form W-9.
- Proof of Insurance Certificates**

** listing DISPATCHER as a certificate holder.

** DISPATCHER requires at least \$1,000,000 liability insurance and at least \$100,000 cargo coverage. ** Power only carriers must also have \$40,000 non-owned trailer or interchange insurance. **(However, Insurance may vary from various Truck and Equipment sizes)**

III. EFFECTIVE DATE

This AGREEMENT shall be deemed to be effective on the first date that CARRIER and DISPATCHER, 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. Agreement shall be in effect upon the date signed by both parties to this Agreement and shall be in effect until the revocation of the Limited Power of Attorney or until notice is given by DISPATCHER. CARRIER must send notification by emailing said Revocation Notice to:

Lovers Lane Logistics, LLC | support@loverslanelogisticsllc.com

IV. STATEMENT OF WORK

DISPATCHER will:

1. Find freight that best matches profile for the CARRIER.
2. Contact Carrier with load matches and go over the options.
3. Fax to shipper/broker the Carrier's Authority, W-9, proof of insurance, and order insurance certificates if required, along with any other required supporting documentation upon the Carrier agreeing to take a load.
4. Handle the setting of appointments if necessary.
5. Provide the CARRIER with all dispatch instructions for pickup, transit and delivery.
6. Assist with any problems that arise in the transit of the load when necessary if within our capabilities. The Carrier is responsible for own equipment. We can try to direct Carrier to a service that might be of help.
7. Hold on to the dispatch, accessorial information, etc. until the load is completed. Once completed DISPATCHER will mail or fax all documents to the Carrier.
8. Forward the final load confirmation and mail all documentation to the CARRIER, concluding that all services have been performed in full.

V. ADDITIONAL PROVISIONS

It will be the responsibility of the CARRIER to handle directly with the shipping party any overages, shortages, damages, or billing and collections issues.

In no event will the DISPATCHER 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.

CARRIER agrees to hold harmless, before, during and after the contract, all direct or indirect damages resulting from CARRIER hauling of shipper's freight. This includes, but is not limited to, loading and unloading problems or issues, delays, overages, shortages, damages, and billing and collection issues and hours of services.

CARRIER will be responsible for notifying DISPATCHER of changes to authority, insurance, client profile or ownership.

DISPATCHER will work within the established parameters of the Carrier Company Profile.

DISPATCHER will notify CARRIER of best-matched loads for approval prior to making haul commitment.

DISPATCHER will fax all necessary documentation to the broker/shipper directly, along with final approval once CARRIER or designated representative has approved load.

DISPATCHER will notify CARRIER of load required qualifications or additional insurance necessary.

ADDITIONAL PROVISIONS (CONTINUED)

DISPATCHER will furnish to CARRIER necessary information for qualification of insurance required.

VI. DISCLAIMER

DISPATCHER is NOT responsible for the following:

1. Billing Issues.
2. Load problems.
3. Advances. (All advances will have to be handled directly between CARRIER and shipper/ broker unless requested by Carrier.)
4. Handling and storage of paperwork. (All documents will be sent to Carrier at the Carrier's expense, unless other arrangements are made)
5. DOT compliance issues.
6. SPIKE INSURANCE.

VII. GOVERNING LAW

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

VIII. JURISDICTIONS AND VENUE

DISPATCHER 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 the Agreement.

IX. ENTIRE AGREEMENT

This AGREEMENT constitutes the entire agreement between DISPATCHER and CARRIER and may not be amended, modified, or waived except by written agreement, signed by DISPATCHER and CARRIER. This contract cannot be changed, modified, limited, or supplemented by reference to any CARRIER rates, rules, classification, practice schedule or tariff.

DATE OF AGREEMENT EXECUTION:

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

(Print Carrier Company Name)

Officer Name: _____

Officer Title: _____

Signature: _____

Date: ____ / ____ / ____

Lovers Lane Logistics, LLC

(Print Dispatch Company Name)

Representative Name: _____

Representative Title: _____

Signature: _____

Date: ____ / ____ / ____

CARRIER PROFILE FORM

Instructions: Please complete this form giving us all the 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 PROFILE INFORMATION SECTION

COMPANY: _____ D/B/A (If Any): _____
PHYSICAL ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____
MAIN CONTACT: _____
OFFICE PHONE: _____ FAX: _____
CELL: _____
EMERGENCY CONTACT: _____
PHONE: _____
WEBSITE IF ANY: _____
DOT #: _____ MC #: _____
SSN/EIN #: _____ TWIC CERTIFIED: _____
HAZMAT CERTIFIED: _____ SCAC CODE: _____

PART 2: EQUIPMENT SECTION

(For more than one truck use the multiple truck form)

EQUIPMENT:
48' VAN/Reefer: _____ 53' VAN/Reefer: _____
FLATBED/STEP-DECK/HOTSHOT Trailer length: _____
AIR RIDE: _____
Truck/Trailer Number: _____

*****ALL FLATBEDS MUST HAVE FULL SECUREMENT EQUIPMENT TO INCLUDE TARPS*****

Max Load Weight: _____

Comments: _____

PART 3: FACTORING INFORMATION

If you use a factoring service, please provide us with the following information.
This will ensure that we only use brokers that are approved by your factoring company.

FACTORING COMPANY NAME: _____
CONTACT: _____
PHONE: _____
FAX: _____
WEBSITE: _____
BILLING ADDRESS: _____
CITY: _____ STATE: _____
ZIP CODE: _____
Web Portal username/password: _____

We will need the login information for your factoring company to run credit checks.

PART 4: INSURANCE INFORMATION

Please note: We do require our carriers to maintain a minimum of \$1 Million in liability and \$100,000.00 in Cargo insurance. (Insurance may vary from various Truck and Equipment sizes)

INSURANCE COMPANY: _____
CONTACT: _____
PHONE: _____ FAX: _____ EMAIL: _____
ADDRESS: _____
CITY: _____ STATE: _____ ZIP CODE: _____

PART 5: OTHER INFORMATION

PLEASE USE THE FOLLOWING SECTION TO BETTER DESCRIBE YOUR COMPANY THAT WE HAVE NOT ALREADY ASKED FOR. **Office Use Only:** ____/____/____

Comments:

SIGNATURE OF CONTRACT PARTIES

Upon agreement to the terms and conditions of The Contract, both parties will note their agreement by initialing all included and applicable bulleted points and signing within the signature block.

The Conveyor Signature

Date

Printed Name

Company Name

Title/Position

Address

The Associate Signature

Date

Printed Name

Company Name

Title/Position

Address

