

Ace Bright Logistics
PO Box 70222 Dallas, TX 75370
Phone No. 972-776-4480
Acebrightlogistics@gmail.com
www.acebrightlogistics.com

Welcome to The ACE BRIGHT LOGISTICS Team! We are pleased that you have decided to grant 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, which is no small deal or transaction. We understand how important your business is to you. You have made a wise decision; we will represent you with integrity, professionalism and pride in all that we do!

To get enrolled in our program, please complete, sign and return the following items by email to Acebrightlogistics@gmail.com, or DocuSign.

REQUIRED DOCUMENTS:

- **Completed and Signed Dispatch Agreement**
- **Limited Power of Attorney**
- **Carrier Company Profile (include three established references)**
- **Internet Load Board and Account Access**
- **Truck Operation Form**
- **Completed Safety Evaluation Form & New Entrant Safety Audit Report (Unrated Carriers)**
- **Copy of Carrier's Authority (Canadian Authority if applicable)**
- **Copy of your DOT#**
- **Copy of your W-9**
- **Copy of Workmen's Compensation and/or Occupational/Accidental Policies**
- **CARB Compliance Certificates**
- **Copy of insurance certificate. (We require \$100,000 in Cargo and \$1,000,000 in Liability. Power Only carriers must have \$40,000 non-owned trailer or interchange insurance)**

Once your paperwork is processed you will be contacted promptly with all pertinent information and your Customer ID.

For questions/concerns regarding ACE BRIGHT LOGISTICS requirements please contact us at:
Acebrightlogistics@gmail.com

Thank you for choosing ACE BRIGHT LOGISTICS!

LOGISTICS

AGREEMENT FOR DISPATCH SERVICES

This AGREEMENT is made this _____ day of _____, 20____, by and between ACE BRIGHT LOGISTICS hereafter referred to as DISPATCHER, and Motor CARRIER _____, MC # _____ and DOT # _____.

1. RECITALS

Ace Bright Logistics, hereinafter referred to as 'DISPATCHER', and _____, hereinafter referred to as 'CARRIER', and desires to retain ACE BRIGHT LOGISTICS by executing a Limited Power of Attorney to find and secure freight for carrier and dispatch carrier's equipment.

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 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 agrees that DISPATCHER, at great expense, has developed a broad customer base of shippers, receivers, and property 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. During the term of this AGREEMENT and for a period of two (2) years from its termination, CARRIER shall not, directly or indirectly, solicit or do business involving transportation or of a warehousing nature with any the company's customers who are serviced by CARRIER because of this AGREEMENT unless otherwise agreed by the parties in writing.

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 DISPATCHER 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.

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.

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 in violation of this AGREEMENT, CARRIER shall pay to DISPATCHER within ten (10) days of each such violation an amount equal to (27%) 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 Texas.

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-seven (27) 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.

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 same by giving 30 days written notice to the other.

Prior to the implementation of this agreement, the CARRIER must furnish to DISPATCHER the following documents:

1. **This AGREEMENT form completed, dated and signed.**
2. **A signed Limited Power of Attorney form.**
3. **Completed Carrier Company Profile (including a list of three established references)**
4. **Truck Operation Form.**
5. **Internet Load Board and Account Access.**
6. **Copy of Carrier's Motor Carrier Authority.**
7. **Copy of DOT#.**
8. **Completed IRS Form W-9.**
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.

2. PERCENTAGE RATE AGREEMENT (Please check plan preferred for pay per load)

- 10% Pay Per Load SEMI- Power Only
- 10% Pay Per Load SEMI- Dry Van, Reefer, Flat Bed, or Step deck
- 10% Hotshot 35 foot - 40 foot
- 12% Hotshot 24 foot - 30 foot
- 12% 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.
- 15% PART-TIME Hotshot 24 foot - 30 foot

3. 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: ACE BRIGHT LOGISTICS, Acabrightlogistics@gmail.com

4. STATEMENT OF WORK

DISPATCHER will:

1. Find freight that best matches profile for the CARRIER.
2. Contact Carrier with load matches and go over 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.

5. RATES AND CHARGES/BILLING

CARRIER agrees to pay DISPATCHER as per the agreed quotes and terms, as stated in Section 2 of this agreement. This agreed term rates will be required to be paid to DISPATCHER as per the conditions of the agreement. A five (5) day grace period will be allowed before the account becomes overdue. At ten (10) days the account will be suspended and a reactivation fee of \$60 will apply in addition to any overdue fees. After 30 days the account may be placed for collection.

DISPATCHER will invoice CARRIER as per the terms of the agreement via Email, U.S. Mail or faxing said invoice.

Payment can be made to: ACE BRIGHT LOGISTICS by Factoring Company, Zelle or bank transfer.

A FIFTEEN DOLLAR (\$15) late fee will be assessed daily for all late payments.

LOAD RATE CONFIRMATION must be signed and returned via email or fax on each load moved to the DISPATCHER.

- a) CARRIER must call DISPATCHER when loaded with any information requested by Freight Broker or Shipper (such as Bill of Lading number, pieces and weight).
- b) CARRIER must call DISPATCHER when load is delivered to confirm delivery accepted without exception or other problem.
- c) Any exception upon delivery must be immediately conveyed to DISPATCHER before the driver leaves the consignee's facility.
- d) It is the responsibility of the CARRIER to complete the carrier package from the freight broker or shipper.
- e) It is the responsibility of the CARRIER to maintain the minimum insurance levels as prescribed by the F.M.C.S.A and by the freight broker or shipper.
- f) In the event the CARRIER wishes the DISPATCHER to complete the Set-Up Carrier Packages, the DISPATCHER will then assume the role of FREIGHT DISPATCHER this will result in additional charges of \$27 per completed package. INITIALS

- g) The CARRIER authorizes the DISPATCHER to execute and sign the SET-UP PACKAGES / RATE CONFIRMATIONS on his behalf to acquire the load.

INITIALS

6. ADDITIONAL PROVISIONS

Once has concluded per Section 4 line 8 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.

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

In the event that, DISPATCHER books a load with the Carrier's approval and/or matching the Carrier's truck posting, the CARRIER agrees to pay DISPATCHER agreed in Section 2 of this Agreement for services rendered.

NOTE: To avoid charges for unavailable equipment, it is imperative to notify DISPATCHER immediately if the truck is loaded from another source or no longer available for any reason. If CARRIER does not give the proper notice that the truck is no longer available, CARRIER may be subject to a \$60 fine that MUST be paid BEFORE we can accept any further opportunities for the truck.

CARRIER agrees that if a higher line haul rate is needed for the shipment, they will notify DISPATCHER BEFORE the load is secured. Once the CARRIER tells the DISPATCHER they will accept the shipment at a specific rate, this is verbal acceptance and the load is secured. Should the CARRIER back out or ask for more money after the load has been secured, there will be a penalty of \$100 for the first occurrence and \$200 for the second occurrence that MUST be paid before we can accept another load on the Carrier's behalf. If this happens more than twice (2), DISPATCHER has the right to terminate the agreement between DISPATCHER and the CARRIER.

CARRIER agrees that they will advise DISPATCHER in a timely fashion should the CARRIER not be available for dispatch more than one (1) day at a time. (If Carrier is not working for any amount of time, please let us know ASAP so that we do not plan any loads for Carrier's truck.)

7. 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.

8. 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.

9. JURISDICTIONS AND VENUE

DISPATCHER and CARRIER hereby consent to and agree to submit to the jurisdiction of the Federal and state courts located in Collin County, TEXAS in connection with any claims or controversies arising out of the Agreement.

10. 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. Additional services other than mentioned above, i.e., research, form completion will be invoiced at the rate of (\$27) per hour, a (2) hour minimum service charge to apply.

DATE OF AGREEMENT EXECUTION:

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

 (Print Carrier Company Name)

ACE BRIGHT LOGISTICS
 (Print Dispatch Company Name)

Officer Name: _____

Representative Name: Frantz Dorcely

Officer Title: _____

Representative Title: CEO

Signature: _____

Signature: Frantz Dorcely

Date: ____ / ____ / ____

Date: ____ / ____ / ____



**AGREEMENT FOR DISPATCH SERVICES
ATTACHMENT "A"**

This attachment pertains to the selected level of service noted on Section 2 of this agreement for _____ (CARRIER), and will remain in effect until either Carrier requests to have a change in service, wishes to terminate this Service Agreement, or Carrier is canceled by ACE BRIGHT LOGISTICS for cause.

PERCENTAGE RATE AGREEMENT:

This plan is detailed as a percentage of gross revenue rate plan, which is for services provided. This plan includes all services listed on Section 4-line items 1 – 9 of this agreement. The cost of this plan is the percentage chosen of the gross revenue (excluding accessorials) per truck enrolled with ACE BRIGHT LOGISTICS. Invoices will be sent out weekly. Payment for this plan is to be made in full within 3 days of the invoice date. Payment can be made according to Section 5 of this agreement.

OTHER PROVISIONS:

Nonpayment pertaining to all service plans. There is a built in grace period of 5 days after the due date. CARRIER will then be notified on the outstanding payment. After 10 days past due the account is subject to suspension. If an account is suspended, the account must be paid current and is subject to a reinstatement fee of \$60.00 prior to the account being reactivated.

CARRIER: _____

SIGNATURE: _____

DATE: ____ / ____ / ____

IMPORTANT INFORMATION:

ALL of our Brokers, Dispatchers, and Carriers sign a Non-Compete Contract, so once they are no longer with this company, whether they stay with us or not, they are legally bound not to have any contact, for one full year, with the company ACE BRIGHT LOGISTICS is dispatching or has dispatched



CARRIER COMPANY PROFILE

Instructions: To be certain we have an accurate profile of your organization/company and full knowledge of your transportation services and needs, please complete the carrier profile below and return all required documents. The better informed we are the better we will be able to assist you. This form should 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: _____ D/B/A (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: _____ OWNER OPERATORS: _____ NUMBER OF TEAMS: _____

OF TRAILERS: _____ VAN: _____ REEFERS: _____ FLATBED: _____ RGN: _____ STEP DECK: _____ DD: _____

OTHER TYPES: _____

TRAILER SIZES: VAN: _____ REEFER: _____ FLATBED: _____ RGN: _____ STEP DECK: _____ DD: _____

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

PART 3: SERVICES AREAS OF OPERATION (Check all that apply) USA: _____ ALL 48 states

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



Canada (list provinces): _____ Mexico: _____

Rate of Haul information: Please give us your minimum rate information. We understand that many factors will change this information, but this will give us a starting point.

MINIMUM RATE PER MILE: _____ MAX PICKS: _____ MAX DROPS: _____ \$ PER PICK/DROP: _____

DRIVER TOUCH (Y/N) : _____

COMMENTS _____

PART 4: FACTORING INFORMATION SECTION

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 _____ FAX _____ WEB SITE _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

PART 5: INSURANCE INFORMATION SECTION

INSURANCE AGENCY _____ CONTACT _____

PHONE _____ FAX _____ EMAIL _____

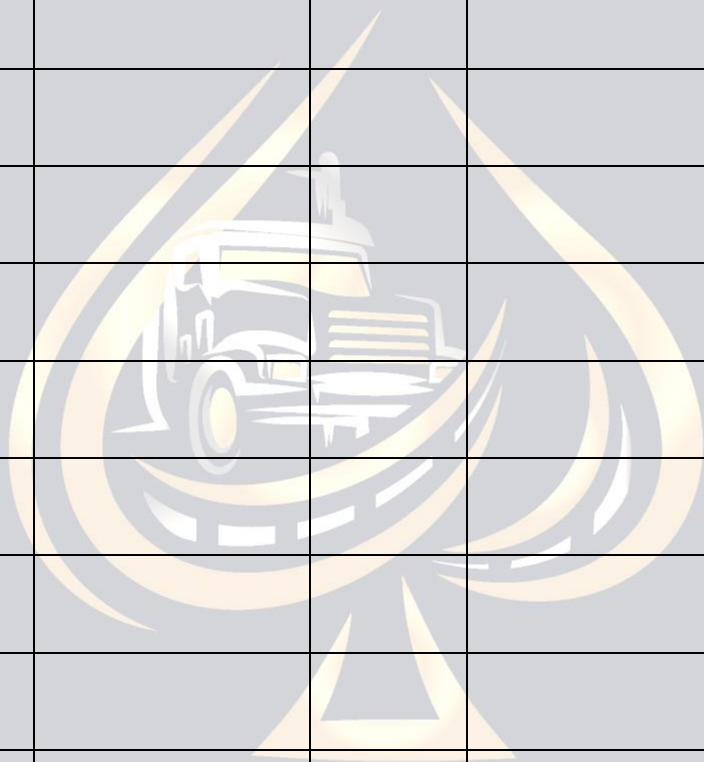
ADDRESS _____ CITY _____ STATE _____ ZIP _____

PLEASE USE THE FOLLOWING SECTION TO BETTER DESCRIBE YOUR COMPANY



TRUCK OPERATION FORM

Truck #	Trailer #	Trailer Type	Max Weight	Driver	Cell Phone



ACE BRIGHT
LOGISTICS

LIMITED POWER OF ATTORNEY

BE IT KNOWN, that _____ with an MC or DOT number of _____, has made and appointed, and by these presents does make and appoint ACE BRIGHT LOGISTICS , true and lawful attorney for _____, place and stead, for the limited and specific purpose of contracting loads of freight to be hauled by _____, giving and granting said [ACE BRIGHT LOGISTICS], full power and authority to do and perform all and every act and thing whatsoever necessary to be done in and about the specific and limited terms (set out herein) as fully, to all intents and purposes, as might or could be done if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that said attorney shall lawfully do or cause to be done by virtue thereof.

I, _____, the undersigned, do hereby grant to ACE BRIGHT LOGISTICS, as my attorney-in-fact, to receive on my behalf information from Direct Shippers and Property Brokers, and to sign freight rate confirmations on my behalf pertaining to such information.

This power of attorney is to remain in full force and effect until revoked by me in writing. Such revocation is to be emailed to: ACE BRIGHT LOGISTICS at: **Acebrightlogistics@gmail.com**

The affiant being duly sworn affirms and says that he or she is the signer(s) of the foregoing power of attorney, and that he or she has read the foregoing power of attorney and understands its contents.

Company Name: _____

Signature: _____ Name: _____

Title: _____ Date: ____ / ____ / ____

WITNESS

Signature: _____ Name: _____

Title: _____ Date: ____ / ____ / ____

