



# Greenway Dispatch Services

(973) 433-6208

information@greenwaydispatch.com

NY, CA, GA - Nationwide (U.S.)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

MC Number : \_\_\_\_\_

DATE: \_\_\_\_\_

## DISPATCH SERVICE AGREEMENT

This Dispatch Service Agreement ("Agreement") is made and entered into as of [Date], by and between:

Greenway Dispatch Services LLC (hereinafter referred to as "Dispatcher"), with a business address at 43 St Andrews Blvd, Apt C, Clifton, NJ 07012, and [Carrier's Name] (hereinafter referred to as "Carrier"), with an address at [Carrier's Business Address].

### 1. Purpose

This Agreement establishes the terms under which Dispatcher will provide truck dispatch services to Carrier, assisting in booking freight loads, negotiating rates, and handling administrative tasks.

### 2. Services Provided by Dispatcher

Dispatcher agrees to perform the following services for Carrier:

- Load Searching & Booking: Finding and securing profitable loads based on Carrier's preferences.
- Rate Negotiation: Negotiating the best possible freight rates with brokers and shippers.
- Paperwork Handling: Completing necessary documentation, including rate confirmations and broker communications.
- Route Optimization: Planning efficient multi-load itineraries to maximize revenue.
- Compliance Assistance: Monitoring and ensuring Carrier's compliance with DOT and FMCSA regulations.

### 3. Carrier's Responsibilities

#### Carrier agrees to:

- Provide Dispatcher with all necessary documentation, including MC Authority, DOT Number, W-9, and Insurance Certificate.
- Notify Dispatcher immediately of any load cancellations, delays, or issues.
- Be solely responsible for all fees, fuel, insurance, and operational costs.
- Abide by FMCSA Hours of Service (HOS) regulations and provide ELD logs/screenshots when required.

### 4. Dispatch Fee & Payment Terms

- Carrier agrees to pay Dispatcher a flat-rate fee of 5-10% per load (negotiable based on service level).
- Payment is due upon receipt of invoice (within 24-48 hours of load completion).
- Payments shall be made via Zelle, ACH transfer, or online payment platforms.
- Late Payments: Any balance unpaid after 7 days from the invoice date will incur a 5% late fee per week until paid in full.
- Non-Payment Consequences: If payment is not received within 14 days, Dispatcher reserves the right to pursue collections, report the delinquent account to industry databases, and take legal action.
- Carrier agrees to cover all collection costs, legal fees, and court expenses associated with recovering unpaid invoices.

### 5. Term & Termination

- This Agreement remains in effect until terminated by either party with a written notice of 7 days.
- Dispatcher may immediately terminate services if Carrier fails to make payments, violates compliance terms, or engages in misconduct.

### 6. Independent Contractor Relationship

- This Agreement does not establish an employer-employee relationship. Carrier remains an independent contractor, responsible for all taxes, insurance, and liabilities.

### 7. Limitation of Liability & Indemnification

- Dispatcher is not liable for cargo claims, damages, delays, accidents, or any liabilities arising while Carrier is under dispatch.
- Carrier agrees to indemnify and hold harmless Dispatcher from any legal claims, damages, or liabilities arising from Carrier's operations, including broker disputes, cargo claims, or FMCSA violations.
- Carrier assumes full responsibility for ensuring compliance with all DOT, FMCSA, and state regulations.



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## 8. Nationwide Governing Law & Arbitration Clause

- This Agreement is governed by the laws of the State of New Jersey but shall be enforceable nationwide.
- Any disputes shall first be resolved through mediation or binding arbitration in New Jersey.
- In the event of legal proceedings, Carrier waives the right to sue in any jurisdiction outside of New Jersey.

## 9. Acceptance of Agreement

By signing below, both parties acknowledge they have read, understand, and agree to the terms of this Agreement.

This Dispatch Service Agreement is provided for general business use and is subject to attorney review. Greenway Dispatch Services LLC reserves the right to modify or amend this agreement as necessary to comply with federal, state, and industry regulations. Carriers are encouraged to seek independent legal counsel before signing.

### DISPATCHER:

**Greenway Dispatch Services LLC**

**Authorized Representative:** Justin J. Smith

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_

### CARRIER:

**Carrier Name:** \_\_\_\_\_

**Authorized Representative:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_



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