



UPWAY TRANSPORTATION AGREEMENT

This Agreement is made on this ____ / ____ / ____ by "UPWAY TRANSPORTATION". Hereafter Referred to as DISPATCHER, and ____ Herein after referred to as CARRIER. Whereas, DISPATCHER is a transportation dispatcher handling the necessary paperwork between SHIPPERS and the CARRIER in order to secure "CARGO" for said CARRIER. WHEREAS, CARRIER is a Motor CONTRACT Carrier subject to the jurisdiction of the ICC: NOW, THEREFORE, in consideration of the promises and covenants hereinafter contained it is mutually agreed by and between parties' here to as follows:

Obligations of Dispatcher:

1. DISPATCHER agrees to handle paperwork, phone; fax calls to, 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 shippers, CARRIER agreement.
3. DISPATCHER will:
 - a. Make 100% effort to keep truck(s) loaded.
 - b. CARRIER will be contacted about every load we find to offer, and the driver will ACCEPT or REJECT the load. Invoice the CARRIER at time of service; also provide a copy of each Load Confirmation Sheet CARRIER is being billed for.
 - c. Dispatcher agrees to keep 24/7 monitoring of CARRIER's dedicated online portal and keep Drivers, Brokers and portal updated with upcoming possibilities and ongoing situations which carrier is going through. the Owner

Alex Xavier

Signatures: _____
Upway Transportation Official

Obligations of Carrier:

1. CARRIER agrees to pay flat rate of \$200, per week per truck.
2. CARRIER gives DISPATCHER authority to provide his/her signature for rate confirmation sheets, invoice 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 without giving any written notice.

Carrier agrees to pay dispatcher 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 Broker to CARRIER shall be established between 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 BROKER to CARRIER. Confirmation will be signed by DISPATCHER and returned via FAX or EMAIL by Broker.

Payments are due to the DISPATCHER for services rendered and payments that are due to the DISPATCHER for services rendered are not Contingent on outstanding company 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 contract and services immediately unless otherwise determined by the DISPATCHER



Signature: _____

“Carrier”

CARRIER:

BY: _____ TITLE: _____ Date: ____ / ____ / ____

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

1. A completed W9 Form.
2. A Copy of your Motor Carrier Authority Form
3. A Copy of your Insurance Certificate.

***NOA or Void Cheque
attachment is mandatory**

that CARRIER hereby appoints DISPATCHER, to be its attorney and to do its name and on its behalf anything that the CARRIER can lawfully do by an attorney, including but limited to: Professional Truck Dispatch Services, obtaining insurance certificates, signing rate confirmations and operating with factoring company for the purpose of contracting loads of freight to be hauled by CARRIER.

I. **NOTICE.** This legal document grants you CARRIER/PRINCIPAL the right to transfer limited financial powers to someone else (Hereinafter referred to as the “Attorney-in-Fact”), limited financial powers are described as: any specific financial act legal under law. The Principal’s transfer of limited financial powers to the Attorney-in-Fact are granted upon authorization of this agreement, and ONLY remains in effect until the completion of said act, unless the Principal becomes incapacitated (incapacitation is described in Paragraph II). This agreement does not authorize the Attorney-in-Fact to make medical decisions for the principal. The principal continues to retain every right to all their financial decision-making power and may revoke this Limited Power of Attorney Form at any time. The principal may include restrictions or requests pertaining to the financial decision-making power of the Attorney-in-Fact. It is the intent of the Attorney-in-Fact to act in the principal’s wishes put forth, or, to make financial decisions that fit the principal’s best interest. All parties authorizing this agreement must be at least 18 years of age and acting under no false pressures or outside influences. Upon authorization of this Limited Power of Attorney Form, it will revoke any previously valid Limited Power of Attorney Form.

II. **INCAPACITATION.** The powers granted to the Attorney-in-Fact by the Principal in this Limited Power of Attorney Form DO NOT stay in effect upon incapacitation by the principal, incapacitation is described as: A medical physician stating verbally or in writing that the principal can no longer make decisions for themselves.

III. **REVOCATION.** The principal has the right to revoke this Limited Power of Attorney Form at any time. Any revocation will be effective if the principal: A. authorizes a new Limited Power of Attorney Form. B. Authorizes a Power of Attorney Revocation Form.

IV. **TERMS & CONDITIONS.** Upon authorization by all parties, the Attorney-in Fact accepts their designation to act in the principal’s best interests for all financial decisions legal under law.

V. **THIRD PARTIES.** I, the Principal, agree that any third party receiving a copy via: physical copy, email, or fax that I, the Principal, will indemnify and hold harmless any and all claims that may be put forth in reference to this Limited Power of Attorney Form.

VI. **COMPENSATION.** The Attorney-in-Fact agrees not to be compensated for acting in the presence of the principal. The Attorney-in-Fact may be, but not entitled to, reimbursement for all: food, travel, and lodging expenses for acting in the presence of the principal.

