## Dispatching and Beyond



For Kyrgyz community entering the US Trucking Industry

Created by Adele Aidin

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# 7. Setup Process

#### WHAT IS SETUP



## Setup

is the process of establishing a formal agreement between a broker and a carrier to transport goods under agreed terms.

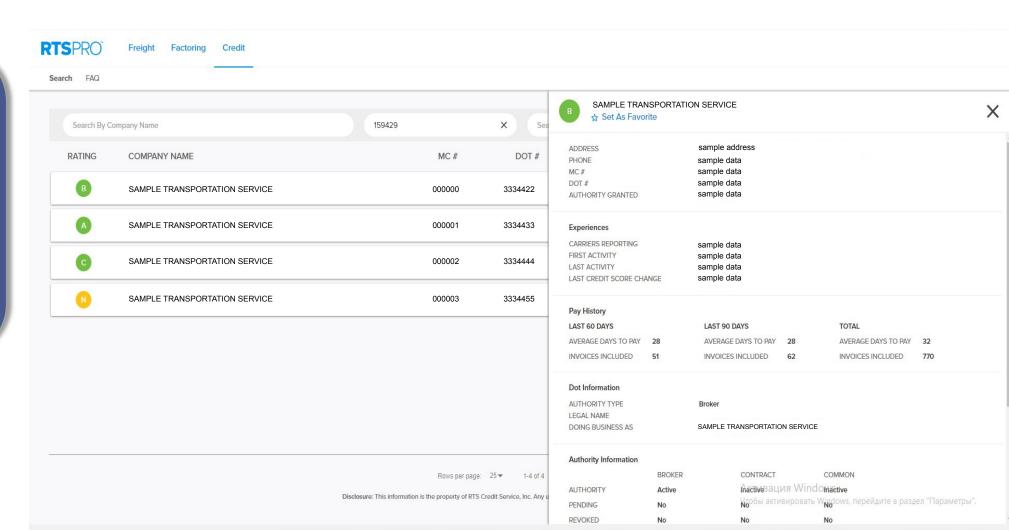
- Ensures all conditions are agreed upon by the broker, carrier, and driver before transportation begins.
- Crucial for ensuring payment security and minimizing the risk of fraud.

### WHY IS SETUP NEEDED

# **Factoring Approval**

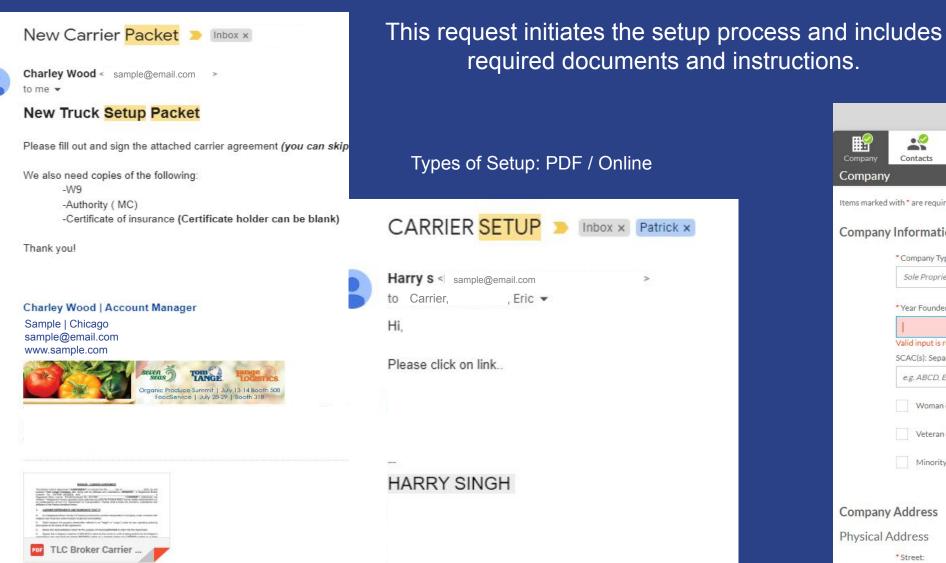
A process to check the broker's MC (Motor Carrier) for creditworthiness to minimize payment risks.

Factoring companies like RTS Pro conduct a Factoring Credit Check to reduce exposure to non-payment and fraudulent activities.



### STEPS IN THE SETUP PROCESS

## 1. Receive Setup Request from Broker



**DAT** OnBoard 鼢 11 Tax Contacts Fleet Lanes Contracts Documents Insurance **CARRIER INC** Company Items marked with \* are required to complete your profile. Company Information \* Company Type: Sole Proprietorship \* Year Founded: Valid input is required SCAC(s): Separate using commas e.g. ABCD, EFGH Woman owned Veteran owned Minority owned Company Address Physical Address \* Street:

### STEPS IN THE SETUP PROCESS

## 2. Unpack and Review Documents

## **Certificate of Insurance (COI):**

Proves the carrier has necessary insurance. Must list the broker as the **Certificate Holder**, confirming coverage for the specified broker.

#### Action Truck Brokerage

#### Accounting/Administrative 194 E Sample St., PO BOX 111 WEISER, ID 00000-0000 (000)00000 00000-000 FAX

sample@email.com

PLEASE FAX TO 877-596-1171 OR EMAIL TO: sample@email.com

#### Laura-Meridian, Idaho

(000) 000-0000 (000) 000-0000 (000) 000-0000

sample@email.com

#### Becky-Filer, Idaho

(000) 000-0000 (000) 000-0000 (000) 000-0000

#### DISPATCH OFFICES Kim-Weiser, Idaho

(000) 000-0000 (000) 000-0000 (000) 000-0000 sample@email.com

#### Julie-Sparks, Nevada

(000) 000-0000 (000) 000-0000 (000) 000-0000 sample@email.com

(000) 000-0000 sample@email.com		(000) 000-0000 sample@email.com						
NAME:		IFORMATION WEB SITE:						
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LOCAL PHONE:	(800): _	FAX:						
AUTHORITY#		HAZ MAT PERMIT #						
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-Current Certificate of Insurance for cargo and liability coverage (Action Truck Brokerage must be a Cert. holder!)

#### BROKER - CARRIER AGREEMENT

This Broker - Carrier Agreement (herein referred to as "Agreement") is made and entered into between:

Action Truck Brokerage, an Idaho business, whose address is 194 E. Commercial, PO
BOX 111 Sample , and who is a licensed property broker under USDOT #000000
(hereinafter referred to as "Froker"); and

		, whose
address is	, and who i	is a licensed and authorized
motor carrier under USDOT #	and Docket No. MC-	(hereinafter referre
to as "Carrier")		

WHEREAS, Broker, is a property broker which arranges for third party motor carriers to provide cargo transportation for Broker's customers in accordance with its role as legally defined under 49 U.S.C. § 13102(2) and 49 C.F.R. §371.2;

WHEREAS, Carrier, is a motor carrier that provides motor vehicle transportation of property for compensation in accordance with its role as legally defined under 49 U.S.C. 8 13102(14) and 49 C.F.R. 8390.5: and

WHEREAS, it is the intent of the parties that this Agreement govern the parties' performances and obligations pertaining to transportation services for freight tendered to Carrier

NOW THEREFORE, in consideration of the foregoing premises and of the mutual promises herein contained, Broker and Carrier agree as follows:

#### 1. Carrier Status, Rights and Responsibility.

Carrier will perform its Transportation Services for Broker and Broker's Customers as an independent contractor on a non-exclusive basis and will not for any purpose be the agent of Broker or Broker's Customers. Carrier has exclusive control and direction of the work Carrier performs pursuant to this Agreement. Carrier will not contract or take any action in Broker's name without Broker's prior written consent.

Carrier agrees to assume full responsibility for the payment of all local, state, federal and intra-provincial payroll taxes, and contributions or taxes for unemployment insurance, owners' compensation insurance, pensions, and other social security or related protection with respect to the persons engaged by Carrier for Carrier's performance of the transportation and related services (the "Transportation Services"), and Carrier shall indemnify, defend and hold Broker, and Broker's Customer harmless therefrom. In addition to other documents that Broker may

BROKER - CARRIER AGREEMENT - Page 1 of 10

- 11. Savings Clause. If any provision of this Agreement is held to be invalid, the remainder of the Agreement shall remain in force and effect with the offensive term or condition being stricken to the extent necessary to complo with any conflicting law.
- 12. Term. This Agreement shall be for the period of one (1) year and shall be automatically renewed on a yearly basis thereafter unless cancelled. Either party may terminate this Agreement upon fifteen (15) days written notice to the other party. By signing below, Carrier represents that it has the authority and ability to enter into legally binding contracts and that Carrier agrees to be bound by the terms and conditions of this Agreement effective immediately.
- 13. Notices. Any written notice herein provided for shall be sent by certified mail, return receipt requested, to the party to be notified at the address shown below, or to such other addresses as shall have been designated in writing by such party for this purpose.
- 14. Binding, Etc. This Agreement shall be binding upon the respective heirs, executors, personal representatives, successors and assigns of the parties hereto.
- 15. No Assignment. Neither Carrier nor Broker may assign or transfer any rights under this Agreement, in whole or in part, without the prior written consent of the other party.
- 16. Attorney's Fees. In the event it becomes necessary to enforce any of the terms or conditions of this Agreement through a legal action, the prevailing party shall be awarded a reasonable attorney's fee in addition to any costs allowed by law.
- 17. Legal Counsel. Carrier has been advised to seek the assistance of legal counsel and has had the opportunity to seek the assistance of legal counsel on its behalf in connection with this Agreement and the execution thereof and that Carrier agrees and acknowledges that it enters into this Agreement upon its own decision to do so voluntarily with or without the assistance of legal counsel and without relinee upon Broker or legal counsel for Broker.
- 18. EFFECTIVE DATE. This Agreement shall become effective when both parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date stated opposite that party's signature) will be deemed the date of this Agreement.

		Carrier:		
TE:	, 20			
		By	, Its	

BROKER - CARRIER AGREEMENT - Page 8 of 10

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	DUCER				CONTACT Casey P	hillips				
	194 E Sample St., PO BOX 111				PHONE (A/C. No. Ext): (800)	373-1711		FAX (A/C, No): (	866) 308	-8825
	WEISER, ID 00000-0000 (000)00000 00000-000 FAX				ADDRESS: casey.pl	nillips@hub	international.	com		
	(000)00000 00000-000 PAX						RDING COVERAGE			NAIC #
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INSU					INSURER B:				_	
	Action Truck Brokerage PO Box 151				INSURER C:					
	Weiser, ID 83672-0151				INSURER E:					
					INSURER F:					
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AC	ORD 25 (2016/03)				© 10	88-2015 AC	ORD CORPORA	TION A	All rights	reserve

The ACORD name and logo are registered marks of ACORD

### STEPS IN THE SETUP PROCESS

## 3. Carefully Review and Sign Documents

Review all terms and conditions in detail before signing.

Cross-check the Certificate of Insurance and ensure all coverage requirements are met.



## 4. Send Completed Documents Back to Broker

Attach all required documents, including COI and signed agreements, for the broker's review.

### IMPORTANT DOCUMENTS

# Rate Confirmation (RC)

- A legally binding agreement on the payment terms between the broker and carrier.
- Must be signed by the carrier to confirm acceptance of the agreed rate and terms.

RECEIPTS AN				, COMPLETE BOL(S)/POI QL.COM. FOR OTHER	D,	
TQL	CONTACT INFO					
Name		Phone		Email		Fax
William Gres	ham	000-0	000-0000 x000000	sample@en	nail.com	0000000000
CAF	RRIER CONTACT					Office Staffed 24/7
MC#/DOT#	Name			Phone	Terms	Fax
					28DAYS	847-000-0000
Address						
194 E Sa	ample St., PO BOX 1	11 WEISER, TX	0000-0000			
Dispatcher			Driver		Truck #	Trailer #
kate			Zlma		715	GG000
LOA	D INFORMATION	N				
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Pick-up Loca	ation			Date	Time	
Norfolk, NE				05/03/2021		07:30 to 16:00
Delivery Loc	ation			Date	Time	
Lyons, IL				05/04/2021		07:00 to 15:00
CARR	IER RESPONSIE	BLE FOR				
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If this box is checked	, Carrier is required to mail original paperwork to TQL at the below add	CARRIER INVOICE
FOR STANDARD MAIL	OVERNIGHT DELIVERY TQL	
94 E Sample St., PO BOX 111 \	NEISER, 00000-0000	
QUICK PAY		
	re not Quick Pay and you would like Quick Pay on this load, please ch e to the Quick Pay email or fax listed below or via one of the document	
1 Day Quick Pay 5%	7 Day Quick Pay 3%	
METHODS TO SUBMIT P	APERWORK	
EMAIL	DOCUMENT SCANNING	FAX
Quick Pay - sample@email. Standard - com	TQL Carrier Dashboard - Send paperwork for FREE via our web and mobile app	Quick Pay 000-0000- Standard - 0000
	TRANSFLO Express allows you to scan and send invoices and POD's to TQL for \$3.50 from participating truck stops.	
charges will not be paid. Detention compensation, the Carrier MUST	I lerms/charges in advance and in writing. Payment of detention is determion payment does not begin for at least 3 hours unless otherwise agreed to notify TCL at least 30 minutes before beginning detention time and when	in writing. To qualify for additional
TQL	SAVE TIME PREPA	<b>RING TAXES</b>
CARRIER	Access PO#s, payment amounts & dates	s, transaction types & more
DASHBOARD	CLICK HERE TO LO	G IN >
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THIS IS AN AGREEMENT BETWEEN TQL AND CARRIER, CARRIER SHALL HAUL THE LOAD AT THE RATE ABOVE CARRIER SHALL CALL TQL FOR LOAD INFORMATION, IF LOAD IS CHANGED OR COANGEED BY TQL ON FUTURES. OR DEPOT WILL BE PAID UNLESS TQL HAS PROVIDED THE CHARLE WITH THE PICK APPLICATION. THE SHALL E.GOLD AND POPER OF THE TOWN OF CARRIER SHAPERS FOR SHAPE SHALL E.GOLD AND THE SHAPE TO TRANSPORT LOAD AND IMMEDIATELY COMMACT TQL BEFORE TAKING ANY FURTHER ACTION. CARRIER AGREES THAT WHEN IT HOUSES TO TRANSPORT LOAD AND IMMEDIATELY COMMACT TQL BEFORE TAKING ANY FURTHER ACTION. CARRIER AGREES THAT WHEN IT CHOOSES TO TRANSPORT LOAD AND IMMEDIATELY COMMACT TQL BEFORE TAKING ANY FURTHER ACTION. CARRIER AGREES THAT WHEN IT CHOOSES TO TRANSPORT LOAD AND IMMEDIATELY COMMACT TQL BEFORE TAKING ANY FURTHER ACTION. CARRIER AGREES THAT WHEN IT CHOOSES TO TRANSPORT LOAD OF TO SHAPE SHAPE SHAPE SHAPE SHAPE TO TRANSPORT ALOAD AND IMMEDIATELY COMMACT TQL BEFORE TAKING ANY FURTHER ACTION. CARRIER AGREES THAT WHEN IT CHOOSES TO TRANSPORT LOAD OF TO SHAPE SHAPE SHAPE SHAPE SHAPE TO TRANSPORT ALOAD AND IMMEDIATELY COMMACT TQL BEFORE TAKING ANY FURTHER ACTION. CARRIER AGREES THAT WHEN IT CHOOSES TO TRANSPORT LOAD OF TO SHAPE CERTIFIES THAT ANY TRU EQUIPMENT FURNISHED WILL BE IN COMPLIANCE WITH INUSE REQUIREMENTS OF CALIFORNA'S TRU REGULATIONS.
THIS AGREEMENT IS SUBJECT TO THE TERMS OF THE BROKER/CARRIER AGREEMENT SIGNED BY THE CARRIER AND TQL. THIS AGREEMENT IS AN ADDENDUM

EMPLOYMENT QUALIFIED PROTECTED VETEXANS AND QUALIFIED NOVIDUALS WITH DISABILITIES
BY SIGNING THIS OCUMENT, THE CAPRIER AND ITS DEVIRE AGREE THAT THEY MAY LEGALLY RECEIVE SMS (TEXT) MESSAGES ORIGINATING FROM TQL
RESPONDING TO OR READING A TQL SMS MESSAGE WHILE DRIVING A TRUCK OR MOTION VEHICLE CAN QUASE SERIOUS INJURY, DEATH, OR PROFERRY
OF A CONTROL OF THE CONTROL

The weight on this Rate Confirmation is what TQL is tendered from Customer. The weight is subject to change up until the time of loading of the product. Carrier agrees that an increase in weight for this shipment, will not change the rate for this shipment.

TQL PO# 16772131



TQL RATE CONFIRMATION FOR PO# 16984648 FIND YOUR NEXT LOAD BY VISITING



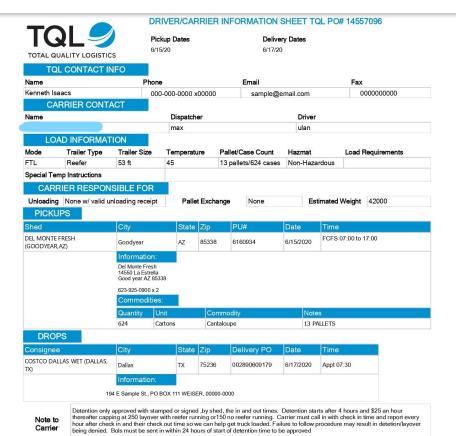


CARRIER INVOICE #

### **IMPORTANT DOCUMENTS**

# **Driver Instructions (DI)**

- Supplementary to the Rate Confirmation, providing specific pickup and delivery details.
  - Sent along with RC or after the driver accepts the tracking requirements.



### **TIPS**

# **Tips for Dispatchers**

- Ensure all documents are up-to-date and meet the broker's requirements.
- Communicate clearly with the broker for any clarifications or missing information.
- Keep a checklist for all necessary documents to avoid any delays in the setup process.

### **BEST PRACTICES**

# **Check Broker's Creditworthiness**

Utilize tools like RTS Pro for credit checks to avoid working with non-paying or fraudulent brokers.

## **Ensure Accuracy**

Double-check all details, including insurance coverage, rate confirmation terms, and driver instructions.

### **Maintain Communication:**

Keep an open line of communication with both the broker and the driver to ensure all parties are aligned and aware of the setup status.

### **Stay Organized:**

Keep digital and physical copies of all important documents. Have a process for regular follow-ups and status updates with brokers.