



BD Co.  
1201 Knox Way  
Mount Laurel Nj 08054  
Ph.267-333-6061  
Email: info@berhennydean.com

## DISPATCHER-CARRIER A G R E E M E N T

This Dispatcher-Carrier Agreement (hereinafter "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, (the "effective date") by and between Berhenny Dean Co, a New Jersey limited liability Company, and, a Registered Motor Carrier with its principal office at \_\_\_\_\_ ("Carrier"); collectively referred to as the "Parties".

WHEREAS, DISPATCHER is an Independent Contractor conducting Load Tendering Transitions between Freight Shippers or Freight Holders, and Carriers authorized by the Federal Motor Carrier Safety Administration ("FMCSA") to operate as a Registered Property Carriers Pursuant to Licenses issued. DISPATCHER is not a broker nor acting as a broker to the CARRIER.

WHEREAS, CARRIER, an independent contractor, is licensed by the FMCSA to operate as a for-hire motor carrier pursuant to authority issued in Number MC--\_\_\_\_\_.

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

DISPATCHER is NOT responsible for the following: billing issues, load problems, advances (all advances will have to be handled directly between CARRIER and shipper/broker), handling and storage of paperwork (all documents will be sent to CARRIER, (at Carrier's expense), and DOT compliance issues;

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's equipment at a flat rate of \_\_\_\_ % of the gross of each load. Additional billing services may be procured at a rate of \$\_\_\_\_\_ per invoice. All DISPATCHER fees must be paid after each load has been booked and accepted by the CARRIER. CARRIER must, prior to the implementation, of this agreement furnish to DISPATCHER the following:

1. A signed Limited Power of Attorney form (optional)
2. Copy of CARRIER's Motor Carrier Authority
3. This AGREEMENT form is completed dated and signed
4. Copy 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.
5. A signed W-9
6. Company Profile Sheet (including a list of three established references)
7. Cell phone or contact phone number and name of main company contact

**Berhenny Dean Co.**

Company (DISPATCHER)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company (CARRIER)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Date