

The effective date of this agreement is the _____ day of _____ 20____, by and between _____ hereafter referred to as the “**CARRIER**”, and _____ hereafter referred to as the “**LOAD FINDER**.”

- 1) CARRIER is a motor contract carrier of property authorized by Permit No. _____ #_____, and USDOT #_____.
- 2) The relationship of the CARRIER and the LOAD FINDER shall, at all times, be that of an INDEPENDENT CONTRACTOR. Neither party shall be considered to be the agent or employee of the other. CARRIER is not at any time required to purchase or rent products, equipment or services from the LOAD FINDER.
- 3) Both the LOAD FINDER and the CARRIER understand that this agreement does not bind the respective parties to mutually exclusive service to each other. Rather, the LOAD FINDER may enter into similar agreements with other CARRIERS and the CARRIER may enter into similar agreements with other LOAD FINDERS.
- 4) CARRIER agrees that it shall be responsible for any loss, delay, destruction, theft, damage or liability, of whatever nature, which arises either from the transportation of any freight arranged for by the LOAD FINDER while being transported by the CARRIER or from CARRIER'S failure to promptly perform the transportation arranged by the LOAD FINDER and accepted by the CARRIER. CARRIER represents that its operations will comply with all applicable state and federal laws and regulations.
- 5) CARRIER will assume full responsibility for all salaries, insurance, taxes, pensions, premiums, contributions and benefits of CARRIER'S employees in the performance of this contract. CARRIER shall provide all trucks and equipment necessary to perform this agreement.
- 6) In the event loading and unloading times are delayed due to circumstances beyond reasonable control of the LOAD FINDER, there shall be no additional compensations to the CARRIER by the LOAD FINDER unless advance approval is made in writing by the LOAD FINDER and CARRIER. (A facsimile copy shall be sufficient to the same extent as an original). CARRIER will follow any reasonable special instructions the LOAD FINDER provides for the performance of this agreement. CARRIER will meet or exceed the usual and accepted industry standards in the transport of freight.
- 7) This agreement begins on the above date, for a period of one year, and automatically renews each year for a period of one year on the annual anniversary date of this agreement; except it terminates in the event of any of the following reasons:
 - A) LOAD FINDER ceases business;
 - B) CARRIER ceases business;
 - C) Parties must give ten (10) days written notice of termination of this agreement

RATES AND CHARGES/BILLING: LOAD FINDER will invoice, and CARRIER will pay for the above transportation services performed on the basis of the rate of **Eight Percent (8%)** of the tendered rate shown on separate LOAD RATE CONFIRMATION sheet. Payment to LOAD FINDER by CARRIER shall be complete and final without recourse. CARRIER will pay within fifteen (10) days of invoice or on written agreement between LOAD FINDER and CARRIER. A facsimile copy shall be sufficient to the same extent as an original. **A FIFTEEN DOLLAR (\$15) late fee will be assessed daily for all late payments.**

PAYMENT AGREEMENT: LOAD RATE CONFIRMATION must be signed and returned via fax on each load moved to the LOAD FINDER.

- a) CARRIER must call LOAD FINDER when loaded with any information requested by Freight Broker or Shipper (such as Bill of Lading number, pieces and weight).
- b) CARRIER must call LOAD FINDER when load is delivered to confirm delivery accepted without exception or other problem.
- c) Any exception upon delivery must be immediately conveyed to LOAD FINDER 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. (Paperwork Only Clients "D" Does Not Apply)
- 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 LOAD FINDER to complete the Set-Up Carrier Packages, the LOAD FINDER will then assume the role of FREIGHT DISPATCHER this will result in additional charges of **\$50 per completed package. (\$50) _____ INITIALS**
- g) The CARRIER authorizes the LOAD FINDER to execute and sign the SET-UP PACKAGES / RATE CONFIRMATIONS on their behalf to acquire the load. **_____ INITIALS**
- h) In the event the CARRIER wishes the LOAD FINDER to complete any INVOICES, then this will result in additional charges of **\$30 per completed invoice. (\$30) _____ INITIALS**
- i) The CARRIER authorizes the LOAD FINDER to complete and send all INVOICES on their behalf, so CARRIER can be paid faster and easier. **_____ INITIALS**
- j) CARRIER must agree to hold LOAD FINDER harmless.

INDEMNIFICATION: CARRIER shall defend, indemnify, and hold LOAD FINDER harmless from and against all loss, liability, damage, delay, claim, fine, cost or expense, including reasonable attorneys' fees, arising out of or in any way related to the performance or breach of this agreement by CARRIER, its employees or independent contractors working for CARRIER (collectively the "Claims"), including, but not limited to, claims for or related to personal injury (including death), property damage and claims related to; or arising out of CARRIER'S possession, use, maintenance, custody or operation of the equipment used for providing transportation services. CARRIER'S liability under this indemnification shall not be limited by the insurance coverages required.

ENTIRE AGREEMENT: This agreement constitutes the entire agreement between LOAD FINDER and CARRIER and may not be amended, modified, or waived except by written agreement, signed by LOAD FINDER 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 (\$40) per hour, a (2) hour minimum service charge to apply.

DATE OF AGREEMENT EXECUTION: LOAD FINDER and CARRIER have executed this agreement as of the day and year first above written.

NOTE: When emailing for a specific dispatcher. Please place in subject line

[Attention "**LOAD FINDER**"] It will then go to the load finder you need.

Carrier Name	_____	Load Finder Name	_____
Phone:	(____) ____ - ____	Phone:	(____) ____ - ____
Fax:	(____) ____ - ____	Fax:	(____) ____ - ____
Email:	_____	Email:	_____
Website:	_____	Website:	_____

By signing this "**Agreement**". Carrier agreement to everything above. Please Note: There is a 10-day written notice anytime this agreement is to be canceled.

_____ **INITIALS**

Company Name

Dispatching Company Name

Owner Name "Print"

Load Finder Name "Print"

Owner Signature

Load Finder Signature

Date

Date