

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 “**DISPATCHER**.”

- 1) CARRIER is a motor contract carrier of property authorized by Permit No. _____ MC# _____, and USDOT # _____.
- 2) The relationship of the CARRIER and the DISPATCHER 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 DISPATCHER.
- 3) Both the DISPATCHER and the CARRIER understand that this agreement does not bind the respective parties to mutually exclusive service to each other. Rather, the DISPATCHER may enter into similar agreements with other CARRIERS and the CARRIER may enter into similar agreements with other DISPATCHER.
- 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 DISPATCHER while being transported by the CARRIER or from CARRIER’S failure to promptly perform the transportation arranged by the DISPATCHER 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 DISPATCHER, there shall be no additional compensations to the CARRIER by the DISPATCHER unless advance approval is made in writing by the DISPATCHER and CARRIER. (A facsimile copy shall be sufficient to the same extent as an original). CARRIER will follow any reasonable special instructions the DISPATCHER 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) DISPATCHER ceases business;
 - B) CARRIER ceases business;
 - C) Parties must give ten (10) days written notice of termination of this agreement.

RATES AND CHARGES/BILLING: DISPATCHER will invoice, and CARRIER will pay for the above transportation services performed on the basis of the rate of **Ten Percent (10%)** of the tendered rate shown on separate LOAD RATE CONFIRMATION sheet. Payment to DISPATCHER by CARRIER shall be complete and final without recourse. CARRIER will pay within fifteen (10) days of invoice or on written agreement between DISPATCHER 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 DISPATCHER.

- a) CARRIER must call DISPATCHER when loaded with any information requested by Freight Broker or Shipper (such as Bill of Lading number, pieces and weight).
- b) CARRIER must call DISPATCHER when load is delivered to confirm delivery accepted without exception or other problem.
- c) Any exception upon delivery must be immediately conveyed to DISPATCHER before the driver leaves the consignee's facility.
- d) 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.
- e) The CARRIER authorizes the DISPATCHER to execute and sign the SET-UP PACKAGES / RATE CONFIRMATIONS on their behalf to acquire the load. **INITIALS**
- f) The CARRIER authorizes the DISPATCHER to complete and send all INVOICES on their behalf, so CARRIER can be paid faster and easier. **INITIALS**
- g) CARRIER must agree to hold DISPATCHER harmless.

INDEMNIFICATION: CARRIER shall defend, indemnify, and hold DISPATCHER 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 DISPATCHER and CARRIER and may not be amended, modified, or waived except by written agreement, signed by DISPATCHER 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: DISPATCHER 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 "**DISPATCHER**"] It will then go to the dispatcher you need.

Carrier Name	_____	Dispatcher 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"

Dispatcher Name "Print"

Owner Signature

Dispatcher Signature

Date

Date