



Dispatch4Lyfe - Carrier Agreement

This Agreement is made on _____, 2022, by and between **Dispatch4Lyfe** hereafter referred to as DISPATCHER, and Motor Carrier _____, MC # _____, DOT# _____, hereinafter referred to as CARRIER. WHEREAS, DISPATCHER is a transportation dispatcher handling the necessary paperwork and freight rate negotiations between FREIGHT BROKERS, SHIPPERS and the CARRIER to secure "CARGO" for said CARRIER. DISPATCHER is not a PROPERTY BROKER nor acting as a PROPERTY BROKER to the CARRIER.

WHEREAS, CARRIER is a Motor Carrier subject to the jurisdiction of the ICC and FMCSA:NOW, THEREFORE, in consideration of the promises and covenants hereinafter contained it is mutually agreed by and between parties hereto as follows: 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.

RELATIONSHIP DYNAMICS

In essence, 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. 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 DISPATCHERS. The CARRIER agrees to provide the below mentioned documents.

- 1) This AGREEMENT form dated and signed.
- 2) Copy of CARRIER's Motor Carrier Authority
- 3) Copy of Insurance Certificates (CARRIER requires at least \$1,000,000 liability insurance and at least \$100,000 cargo coverage.)
- 4) Completed IRS Form W-9
- 5) Mobile Phone, Email and Contact of Insurance Company
- 6) Notice of Assignment (Only if setup with a Factoring Company)
- 7) Mobile Phone, Email and Contact of Factoring Company (Only if setup with a Factoring Company)



CARRIER agrees that DISPATCHER, at great expense, has developed a broad customer base of shippers, receivers, and freight brokers that is essential to the successful operations of his company. CARRIER and DISPATCHER agree that disclosure of the identity of one or more of the companies said customers to CARRIER constitutes valuable consideration. During the term of this AGREEMENT and for a period of six (6) months from its termination, CARRIER shall not, directly or indirectly, solicit or do business involving transportation or of a warehousing nature with any the company's customers who are serviced by CARRIER because of this AGREEMENT unless otherwise agreed by the parties in writing.

CARRIER acknowledges that the customer information being provided by DISPATCHER is the sole and exclusive property of DISPATCHER and that neither it, nor any employee, agent, or subcontractor shall back-solicit, directly or indirectly, communicate or perform any service for compensations for any account of DISPATCHER which has previously tendered to CARRIER for transportation, nor shall it pass on or reveal any customer information obtained to any other person or company. Solicitation prohibited under this AGREEMENT means participation in any conduct, whether direct or indirect, the purpose of which involves transportation and/or handling of property by CARRIER for which CARRIER does, or did in the past, provide such service for that customer under arrangements first made or procured by DISPATCHER. Solicitation includes conduct initiated or induced by CARRIER, or accepted by CARRIER, upon inducement by DISPATCHER efforts.

If CARRIER should perform services of a transportation or warehousing nature for compensation for any DISPATCHER customer without prior documented authorization from DISPATCHER during the applicable time in violation of this AGREEMENT, CARRIER shall pay to DISPATCHER within ten (10) days of each such violation an amount equal to (25%) of all revenues invoiced by CARRIER to the solicited customer. Where a dispute or disagreement arises, both parties agree to tender the issue to binding arbitration in the State of **Wyoming**.

CARRIER acknowledges that a breach of this provision will give rise to immediate and irreparable injury to DISPATCHER, which is inadequately compensated in damages. Accordingly, CARRIER agrees that DISPATCHER is entitled to obtain injunctive relief against the breach or threatened breach by CARRIER of this obligation, in addition to any other legal remedies, which may be available. CARRIER further acknowledges that the precise damages DISPATCHER would sustain out of any breach of this covenant may be difficult to ascertain and agrees that it shall pay as damages, twenty-five (25) percent of the aggregate of all rates and charges assessed by CARRIER for transportation services provided to any account of DISPATCHER that is handled in contravention of this agreement, plus liquidated damages of five thousand (\$5,000.00) dollars.



CARRIER must call DISPATCHER when loaded with any information requested by Freight Broker or Shipper (such as Bill of Lading number, pieces and weight). CARRIER must call DISPATCHER when load is delivered to confirm delivery accepted without exception or other problem. Any exception upon delivery must be immediately conveyed to DISPATCHER before the driver leaves the consignee's facility. 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.

RATES AND CHARGES/BILLING:

DISPATCHER will invoice and CARRIER will pay for all booked loads on the basis of the rate of eight percent (8%) of the tendered rate shown on separate LOAD RATE CONFIRMATION sheet or agreed upon otherwise. Payment to DISPATCHER by CARRIER shall be complete and final without recourse. CARRIER will pay within three (3) business working days of date the invoice has been issued or agreed upon otherwise in written documentation between DISPATCHER and CARRIER. The modes of payment accepted by DISPATCHER are strictly as following: ACH, Business Credit or Debit Card. No other forms of payment will be accepted by the DISPATCHER as a means of compensation for the services rendered to the CARRIER.

This agreement shall be deemed to be effective on the first date that CARRIER and DISPATCHER, commence business together, and the parties hereby agree that the provisions herein properly express and memorialize the complete understanding as contained in any prior agreement either written or verbal. CARRIER will be responsible to comply with all applicable state and federal regulations pertaining to the operation of a motor carrier. CARRIER gives DISPATCHER authority to provide his signature for rate confirmation sheets, invoices and associated paperwork necessary for securing cargo and billing purposes via limited power of attorney. The terms of this agreement shall be perpetual, provided that either party may terminate same by giving 7 days written notice to the other. Furthermore, this agreement terminates automatically if DISPATCHER ceases business, CARRIER ceases business or CARRIER defaults on fully matured invoices billed to CARRIER by DISPATCHER.

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 coverage's required.



CARRIER agrees that it shall be responsible for any loss, delay, destruction, theft, act of God, 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. CARRIER shall provide all trucks and equipment necessary to perform this agreement. 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. 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.

ELECTRONIC SIGNATURE ACKNOWLEDGEMENT:

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. Furthermore, I agree and understand that by signing the Electronic Signature Acknowledgment and Carrier agreement form, that all electronic signatures are the legal equivalent of my manual/handwritten signature and I consent to be legally bound to this agreement.

CARRIER

Printed Name: _____

Signature: _____

Date: _____



LIMITED POWER OF ATTORNEY

I, _____, the undersigned, do hereby grant to **Dispatch4Lyfe LLC** as my attorney-in-fact, to receive on my behalf information from Direct Shippers, Freight Brokers, and to sign freight rate confirmations on my behalf pertaining to such information:

This power of attorney will automatically expire as soon as the CARRIER agreement is rendered null and void.

Signature of Motor Carrier _____

Address of Motor Carrier _____

MC# of Motor Carrier _____

The affiant being duly sworn affirms and says that he or she is the signer(s) of the foregoing power of attorney, and that he or she has read the foregoing power of attorney and understands its contents.

Motor Carrier Name: _____

Authorized Party: _____

Signature: _____

Date: _____