

# Dispatcher – Carrier Agreement

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This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between “**PREMIER DISPATCH SERVICES LLC**”, hereafter referred to as DISPATCHER, and \_\_\_\_\_, Hereinafter referred to as CARRIER.

WHEREAS, DISPATCHER is a transportation dispatcher handling the necessary paperwork between a SHIPPERS and the CARRIER in order to secure “CARGO” for said CARRIER.

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

## OBLIGATIONS OF DISPATCHER

1. DISPATCHER agrees to handle paperwork, phone; fax calls to, from the BROKER or SHIPPER to tender commodities shipments to CARRIER for transportation in interstate commerce by CARRIER between points and places within the scope of CARRIER’S operating authority.
2. DISPATCHER bears no financial or legal responsibility in the transaction between the SHIPPER, CARRIER agreement.
3. DISPATCHER will:
  - a. Make 100% effort to keep truck(s) loaded.
  - b. CARRIER will be contacted about EVERY load we find to offer, and the driver will ACCEPT or REJECT the load.
  - c. Invoice the CARRIER at time of service; also provide a copy of each Load Confirmation Sheet CARRIER is being billed for.

## OBLIGATIONS OF CARRIER

1. CARRIER agrees to pay ONE TIME FEE PER TRUCK 150.00 US DOLLARS AND flat rate per 7% per gross load,
2. CARRIER gives DISPATCHER authority to provide his/her signature for rate confirmation sheet, invoices and associated paperwork necessary to secure the cargo for billing purposes. The terms of this agreement shall be perpetual, provided that either party may terminate same by giving 30 days written notice to the other.
3. SHIPPER agrees to pay CARRIER promptly, following receipt of a freight bill and proof of delivery of each shipment to its assigned destination, free of damage or shortage. The amount to be paid by

**SHIPPER to CARRIER shall be established between parties on a per shipment basis prior to commencement of each individual shipment. A load confirmation including details of shipment and revenue to be paid will be supplied via FAX or EMAIL by SHIPPER to CARRIER. Confirmation will be signed by DISPATCHER and returned via FAX or EMAIL to SHIPPER.**

**Payments are due to the DISPATCHER for services rendered and payments that are due to the DISPATCHER for services rendered are not contingent on outstanding company payments due to the CARRIER for loads that he/she has hauled for the SHIPPER OR BROKER.**

**Failure to pay the DISPATCHER for services rendered will result in termination of contract and services immediately unless otherwise determined by the DISPATCHER.**

**“PREMIER DISPATCH SERVICES LLC”**

BY: ISANDRO VILLAFRUELA

TITLE: DISPATCHER/OWNER

DATE:

CARRIER: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

- We will also need the following from your company to start working for you!**
- 1. A Completed W9 Form. We have one you can fill out if you don't have one.**
  - 2. A Copy of your Motor Carrier Authority Form.**
  - 3. A Copy of your Insurance Certificate. We require the standard**

# POWER OF ATTORNEY

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Company Name \_\_\_\_\_

MC# \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip \_\_\_\_\_

Phone ( ) \_\_\_\_\_

Fax ( ) \_\_\_\_\_

Email Address \_\_\_\_\_

I, \_\_\_\_\_, hereby appoint "PREMIER DISPATCH SERVICES LLC" of "4112 W PARADISE LN PHOENIX AZ 85053", as my Attorney-in-Fact ("Agent").

"PREMIER DISPATCH SERVICES LLC" agents shall have full power and authority to act on my behalf. This power and authority shall authorize "PREMIER DISPATCH SERVICES LLC" to manage and conduct affairs and to exercise all of my legal rights and powers, including all rights and powers that I may acquire in the future. "PREMIER DISPATCH SERVICES LLC" powers shall include, but not be limited to, the power to:

1. Contact shippers and brokers on my behalf for cargo.
2. Transfer of Paperwork (Carrier Packet, Rate Confirmations, Insurance Certificates, Invoices and all necessary paperwork) to shippers.
3. Sign and Execute Rate Confirmations for freight on my behalf.

This Power of Attorney shall be construed broadly as a General Power of Attorney. The listing of Specific powers is not intended to limit or restrict the general powers granted in this Power of Attorney in any manner.

"PREMIER DISPATCH SERVICES LLC" shall not be liable for any loss that results from a judgment error that was made in good faith. However, "PREMIER DISPATCH SERVICES LLC" shall be liable for willful misconduct or the failure to act in good faith while acting under the authority of this Power of Attorney.

I authorize my Agent to indemnify and hold harmless any third party who accepts and acts under This document. "PREMIER DISPATCH SERVICES LLC" shall be entitled to reasonable compensation for any services provided as my Agent. "PREMIER DISPATCH SERVICES LLC" shall be entitled to reimbursement of all reasonable expenses incurred in connection with this Power of Attorney.

"PREMIER DISPATCH SERVICES LLC" shall provide an accounting for all acts performed as my Agent, if I so request or if such a request is made by any authorized personal representative or fiduciary acting on my behalf. This Power of Attorney shall become effective immediately and shall not be affected by my disability or lack of mental competence, except as may be provided otherwise by an applicable state statute. This is a Durable Power of Attorney. This Power of Attorney shall continue effective for (24 Months). This Power of Attorney may be revoked by me at any time by providing (30 Days) written notice to my Agent.

Dated \_\_\_\_\_.

\_\_\_\_\_. Signature

\_\_\_\_\_. Printed Name

### CARRIER/COMPANY PROFILE FORM

**Instructions:** Please complete this form giving us all the information that pertains to you and your company. The better informed we are, the better we will be able to assist you. This form can be updated at anytime by notifying us. This information is for our use only and will not be released to any third party without your express written permission.

#### PART I: CARRIER PROFILE INFORMATION SECTION:

COMPANY: \_\_\_\_\_ D/B/A (If Any): \_\_\_\_\_

PHYSICAL ADDRESS: MAILING ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

MAIN CONTACT: \_\_\_\_\_ OFFICE PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

CELL: \_\_\_\_\_ EMERGENCY CONTACT: \_\_\_\_\_ PHONE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

WEBSITE IF ANY: \_\_\_\_\_

DOT #: \_\_\_\_\_ MC#: \_\_\_\_\_ SSN/EIN#: \_\_\_\_\_ SCAC CODE: \_\_\_\_\_

TWIC CERTIFIED: \_\_\_\_\_ HAZ MAT CERTIFIED: \_\_\_\_\_

#### PART 2: EQUIPMENT SECTION:

(for more than one truck use the multiple truck form)

##### VAN EQUIPMENT:

48' VAN: \_\_\_ 53' VAN: \_\_\_ AIRRIDE: \_\_\_ VENTED: \_\_\_ E-TRACK: \_\_\_

LOGISTICS: \_\_\_ LOAD BARS: \_\_\_ STRAPS: \_\_\_

PADS: \_\_\_ MAX LOAD WEIGHT: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

Carrier Profile

REEFER EQUIPMENT:

48' REF: \_\_\_\_ 53' REF: \_\_\_\_ AIRRIDE: \_\_\_\_ PALLETS: \_\_\_\_ ETRACK: \_\_\_\_

LOAD BARS: \_\_\_\_

FLATBED/SPECIALIZED EQUIPMENT:

45' FLAT: \_\_\_\_ 48' FT: \_\_\_\_ 53' FLAT: \_\_\_\_ 48' STEP DECK: \_\_\_\_ 53'

STEP DECK: \_\_\_\_ RGN: \_\_\_\_ IF SO SIZE: \_\_\_\_\_

RAMPS: \_\_\_\_\_ LEVELERS: \_\_\_\_\_ CHAINS: \_\_\_\_\_ STRAPS:

\_\_\_\_\_ TARPS: \_\_\_\_ SIDES: \_\_ OVERSIZE: \_\_\_\_\_

MAX LOAD WEIGHT: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

**PART 3: SERVICE AREAS OF OPERATION:**

**(Check all that apply)**

**United States:** [ ] All 48 States

[ ] AL [ ] AR [ ] AZ [ ] CA [ ] CO [ ] CT [ ] DE [ ] FL [ ] GA [ ] IA [ ] ID  
[ ] IL [ ] IN [ ] KS [ ] KY [ ] LA [ ] MA [ ] MD [ ] ME [ ] MI [ ] MO [ ] MN  
[ ] MS [ ] MT [ ] NC [ ] ND [ ] NE [ ] NH [ ] NJ [ ] NM [ ] NV [ ] NY [ ] OH  
[ ] OK [ ] OR [ ] PA [ ] RI [ ] SC [ ] SD [ ] TN [ ] TX [ ] UT [ ] VA [ ] VT [ ]  
WA [ ] WI [ ] WV [ ] WY

Canada: [ ] AB [ ] BC [ ] MB [ ] ON [ ] QB [ ] SK

Mexico: [ ]

**Rate of Haul Information:**

Please give us you minimum rate information. We understand that many factors will change this information. But this will give us a starting point.

MINIMUM RATE PER MILE: \_\_\_\_\_ MAX PICKS: \_\_\_\_\_

MAX DROPS: \_\_\_\_\_

COST PER EXTRA STOP: \_\_\_\_\_

DRIVER TOUCH : \_\_\_\_ (Y/N): COMMENTS: \_\_\_\_\_

**PART 4: FACTORING INFORMATION:**

If you use a factoring service, please provide us the following information. This will ensure that we only use brokers that are approved by your factoring company.

FACTORING COMPANY NAME: \_\_\_\_\_

CONTACT: \_\_\_\_\_

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

WEBSITE: \_\_\_\_\_

BILLING ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE \_\_\_\_\_

**PART 5: INSURANCE INFORMATION:**

Please note: We do require our carriers to maintain a minimum of \$1 Million in liability and \$100,000.00 in Cargo insurance.

INSURANCE COMPANY: \_\_\_\_\_

CONTACT: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

**PART 6: OTHER INFORMATION:**

PLEASE USE THE FOLLOWING SECTION TO BETTER DESCRIBE YOUR COMPANY THAT WE HAVE NOT ALREADY ASKED FOR.

Office Use Only: Updated On: \_\_/\_\_/\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

### MULTIPLE TRUCK OPERATION FORM

Please complete this form if you are a trucking company with more than one (1) truck working under your authority.

TRUCK#	TRAILER#	TYPE TRLR	MAX WGHT	DRIVER	CELL

**Notes:**

- 1 - Does the assigned driver have the right to make load decision for you? \_\_\_
- 2 - Does the driver need to have a copy of the load confirmation? \_\_\_\_\_
- 3 - Do we need to do the initial dispatch of the driver, or will you? \_\_\_\_\_
- 4 - Other: