



Dispatcher - Carrier Agreement

This Agreement is made this [redacted] day of 20[redacted], by and between "[Dawkins Dispatch]", hereafter referred to as DISPATCHER, and, hereinafter referred to as CARRIER. WHEREAS, DISPATCHER is a transportation dispatcher handling the necessary paperwork between a SHIPPER/BROKER and the CARRIER 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 SHIPPER/BROKER 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/BROKER, CARRIER agreement.

OBLIGATIONS OF CARRIER

1. CARRIER agrees to pay DISPATCHER percent ([redacted]%) of the face value of the contract between the SHIPPER/BROKER, CARRIER as stated on the load rate confirmation sheet. Carrier further agrees to pay DISPATCHER at the time of securing cargo.
2. CARRIER gives DISPATCHER authority to provide his signature for rate confirmation sheets, invoices, and associated paperwork necessary for securing cargo and billing purposes. The terms of this agreement shall be perpetual, provided that either party may terminate the same by giving 30-day written notice to the other.
3. SHIPPER/BROKER 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 or BROKER to CARRIER shall be established between parties on a per shipment basis before the commencement of each shipment. A load confirmation including details of shipment and revenue to be paid will be supplied via FAX by SHIPPER/BROKER to CARRIER. Confirmation will be signed by DISPATCHER and returned via FAX to SHIPPER.
4. CARRIER shall be liable for loss, damage, or liability occasioned by the transportation of property arranged by DISPATCHER, SHIPPER, or BROKER while in the possession of the carrier.
5. CARRIER agrees to hold DISPATCHER, SHIPPER, BROKER harmless from any liability for personal injury or property damage occurring during the operation conducted by CARRIER according to this agreement.
6. CARRIER will be responsible to comply with all applicable state and federal regulations about the operation of a motor carrier.
7. CARRIER and DISPATCHER agree that DISPATCHER, at great expense, has developed a broad customer base of shippers, receivers, and 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 two (2) years from its termination, CARRIER shall not, directly or indirectly, solicit or do business years from its termination, CARRIER shall not directly or indirectly, solicit or do business involving transportation or of a warehousing nature with any the companies customers who are serviced by CARRIER as a result of this AGREEMENT unless otherwise agreed by the parties in writing.

8. 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.

9. 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.

10. 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 period in violation of this AGREEMENT CARRIER shall pay to DISPATCHER within ten (10) days of each such violation an amount equal to (10%) 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 Your State".

11. 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 ten thousand (\$10,000.00) dollars.

12. CARRIER agrees that it will function under terms of this agreement strictly as a duly permitted contract carrier, and hereby waives any rate provisions, which may be contained in its published carrier tariffs.

13. This agreement shall be deemed to be effective on the first date that CARRIER, DISPATCHER, and SHIPPER 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.

[Dawkins Dispatch LLC].

By: **[Javade Dawkins]**

TITLE: **[Logestic Expert]**

DATE: _____

CARRIER:

BY: **[YOUR CLIENT'S COMPANY NAME]**.

TITLE: **[YOUR CLIENT'S NAME]**.

DATE: _____



Credit Card Authorization Form

[YOUR COMPANY NAME]

Address:

Phone: | Fax:

Cardholder Name: _____

Billing Address: _____

Credit Card Type: ____ Visa ____ M/C ____ Discover ____ Amex

Credit Card Number: _____

Expiration Date: ____ / ____

Cvv Code: _____ (3 Digits Located On The Back Of The Credit Card)

I authorize **[YOUR COMPANY NAME]** to charge the dispatch fees for the loads I have accepted from **[YOUR COMPANY NAME]** From the credit card listed above, as stated in the dispatch fee agreement.

I agree to pay for this purchase in accordance with the issuing bank cardholder agreement.

Cardholder – Please Sign And Date

Signature: _____

Print Name: _____

Date: ____ / ____ / ____

Return The Completed And Signed Form To The Following: **DawkinsDispatch** Address: 2630 W Broward blvd Suite 203 | Fort Lauderdale , FL 33312 Phone: (844-711-2300 | Email: Elitedispatching@dawkinsdispatch.com Web: www.dawkinsdispatch.com



Hot Shot/ Box Truck carriers only

\$75.00 recurring monthly fee (*first day of each month*) [this grants you your first dispatch of every month free](#)
\$50.00 per dispatch after [1st monthly free dispatch](#).

Recurring Payment Authorization Form

A scheduled automatic payment will be deducted from your credit card on file (Visa, MasterCard, American Express, or Discover Card). Just complete, sign, and return this form to get started!

Here's how the Recurring Payment will work. You authorize the recurring fee to your credit card. You will be charged the \$75.00 monthly fee. A receipt for your payment will be emailed to you and the charge will appear on your credit card from **[YOUR COMPANY NAME]**. You agree that no prior notification will be needed from **[YOUR COMPANY NAME]** of the monthly recurring fee. Unless the date or amount changes, in which case you will receive notice from us at least 10 days prior to the payment being collected.

Please complete, sign and return:

I **[REDACTED]** (full name) authorize **[YOUR COMPANY NAME]** to charge my credit card As indicated below for the amount of \$75.00 on the 1st day of each Month for payment of my dispatch agreement with **[YOUR COMPANY NAME]**, this fee also grants me the first dispatch of the current month for free.

(No Charge for 1st dispatch of the month, after the 1st dispatch of the month is free, all other dispatches will be charged at a rate of \$50.00 per dispatch).

Billing Address **[REDACTED]** Phone # **[REDACTED]**
City, State, Zip **[REDACTED]** Email **[REDACTED]**
SIGNATURE **[REDACTED]** DATE **[REDACTED]**

I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify **[YOUR COMPANY NAME]** in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. If the above-noted payment dates fall on a weekend or holiday, I understand that the payments may be executed on the next business day.

I understand that because these are electronic transactions, these funds may be withdrawn from my account as soon as the above noted periodic transaction dates. In the case of a Charge NOT Approved I understand that **[YOUR COMPANY NAME]** may at its discretion attempt to process the charge again within 30 days, and agree to an additional \$35.00 charge for each attempt which will be initiated as a separate transaction from the authorized recurring payment. I acknowledge that the origination of the Credit Card charges to my account must comply with the provisions of U.S. law. I certify that I am an authorized user of this credit card and will not dispute these scheduled transactions with my credit card company; so long as the transactions correspond to the terms indicated in this authorization form.



LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that I **[YOUR CLIENT'S NAME]**, hereby make, constitute, and appoint **[YOUR CLIENT'S COMPANY NAME]**, as my true and lawful attorney in fact for me and in my name, place, and stead; for the following purposes only:

- To transfer documents
- Accept loads
- Discuss my accounts and invoice customers
- Modes of communication for requesting and receiving information may include telephone, email, fax, or mail.

Name: **[YOUR CLIENT'S NAME]**

Signature: **[YOUR CLIENT'S SIGNATURE]**

Date: **[TODAY'S DATE]**

MC# **[YOUR CLIENT'S MC NUMBER]**