



4696586722

Peoplekeylogistic@gmail.com

DISPATCH + CARRIER AGREEMENT

This AGREEMENT made as of this ___ day of _____, 2021, by and between People Key Logistics, and -----

[CARRIER] licensed by the FMCSA as an interstate carrier of property holding authority,

MC # _____. The DISPATCH and the CARRIER hereby agree to the following terms and conditions:

1. DOCUMENTS

CARRIER must furnish DISPATCH with the following documents prior to the implementation of this agreement, via email to [PeopleKeyLogistics@gmail.com]

- Dispatch Carrier Agreement
- Copy of Client's Authority (MC# Permit)
- A signed W-9 form
- Copy of Owner Operator's and Driver's Driver License(s)
- Limited Power of Attorney form
- Certificate of Insurance

2. RELATIONSHIP

The relationship of CARRIER to DISPATCH shall, at all times, be that of an independent contractor. DISPATCH agrees to solicit and offer freight transportation shipments for CARRIER from and to such locations, subject to the availability of suitable equipment. DISPATCH shall be the agent for CARRIER for searching for loads, booking them, dispatching, handling paperwork directly with the broker and/or shipper and any load problems.

3. TERM

The term of this AGREEMENT shall be effective as of the date hereof and shall continue thereafter for a term of one (1) month of such date, and automatically from month to month thereafter, subject to the right of either party to cancel the AGREEMENT at any time upon not less than seven (7) days email notice of one party to another.

4. DISPATCH SERVICE METHOD

DISPATCH's objective is to design a proactive logistic plan in advance, based on CARRIER's territory preference. The plan is influenced by the current situation on the market and/or region in order to take advantage of the most profitable loads. DISPATCH's logistics coordinators (dispatchers) will find loads that best matches CARRIER's preferences and communicate such options with CARRIER and/or it's driver. Once CARRIER agrees to accept the load, DISPATCH will send all necessary and required supporting documents to broker/shipper. Once the load confirmation is received, it is forwarded to CARRIER and/or it's driver, for its records. DISPATCH agrees to "assist" CARRIER/driver with any load issues or paperwork. (Invoicing not included)

5. TONU PAYMENT

If a CARRIER has accepted a specific load by DISPATCHER and is in route to pick up the scheduled load or has already arrived, that was then either cancelled by the Shipper or Broker or in the event of an incorrect address was supplied by the Broker, DISPATCH will request more value to the load. DISPATCH will not bill the percentage agreed upon for the increased amount. This amount will be solely for the CARRIER.

6. CANCELLED LOAD BY CARRIER

In the event the CARRIER chooses to cancel a load accepted or no shows, the CARRIER will be obligated to pay DISPATCH a flat fee of \$50. Any cancelled load should be handled respectfully, allowing DISPATCH to notify Broker in a timely manner to reschedule said load with another carrier.

7. LOAD POACHING

If DISPATCH offers CARRIER a specific load and its declined, but later its found out that CARRIER contacted the Broker/Shipper directly and accepted the load, there will be a \$75 fee for doing so.

8. COMPENSATION

By the end of the business day of receiving the Bill of Lading from brokers/shippers, DISPATCH will issue an invoice for the amount due. If the load is picked up by CARRIER and is undeliverable any reason, (i.e. breakdown, etc.) CARRIER will not be billed for the full 7% agreed upon, but there may be a Service Charge of 25% of the agreed upon 7%. All circumstances will be considered if this payment will be charged. Payments to DISPATCH will be due within 7 business days, via an agreed upon manner, (i.e. Credit Card, Direct Deposit etc.)

9. BILLS OF LADING

Each shipment will be evidenced by a bill of lading issued by brokers/shippers. Such bills of lading or receipts or invoices are however, for the sole purpose of evidencing receipt for the goods.

10. EQUIPMENT

CARRIER agrees to provide, operate and maintain in good working condition, motor vehicles and all allied equipment necessary to perform the Transportation Schedule in a safe, efficient and economical manner.

11. DRIVERS

CARRIER agrees to provide properly qualified, trained and licensed drivers and other personnel to perform the transportation and related services under this Agreement and each transportation schedule in a safe, efficient and economical manner. CARRIER's personnel will be expected to conduct themselves in a professional manner and shall ascertain and comply with all of Customer's facility rules and regulations while on Customer's premises.

12. FREIGHT LOSS, DAMAGE OR DELAY

CARRIER shall have the sole and exclusive care, custody and control of the shipper's property from the time it is picked up for transportation, until it is delivered to the destination. CARRIER assumes the liability of a common carrier for loss, delay, damage to or destruction of all of shipper's goods or property while under CARRIER's care.

13. SUB-CONTRACT PROHIBITION

CARRIER specifically agrees that all freight tendered to it by DISPATCH shall be transported on equipment operated only under the authority of CARRIER, and that CARRIER shall not in any manner sub-contract, broker, or in any other form arrange for the freight to be transported by a third party without the prior written consent of DISPATCH.

14. INDEMNIFICATION

CARRIER agrees to indemnify, defend and hold DISPATCH and its customer (including their officers, directors, employees, subcontractors and agents) harmless from and against any and all liabilities, damage, fines, penalties, costs, claims, demands and expenses of whatever type or nature. CARRIER shall be responsible for and agrees to indemnify DISPATCH for any and all personal injury, property damage, loss, claim, injury, obligation or liability arising from CARRIER's actions, behavior or transportation pursuant to this agreement.

15. GOVERNING LAW, JURISDICTIONS AND VENUE

This agreement shall be governed by and constructed in accordance with laws of the State of Idaho both as interpretation and performance. DISPATCH and CARRIER hereby consent to and agree to submit to the jurisdiction of the federal and State courts located in Owyhee County, Idaho in connection with any claims or controversies arising out of this Agreement.

16. ADDITIONAL PROVISIONS

In the case of insufficient funds or credit card decline, there is a built in grace period of 3 days after the due date, before the account is subject to suspension. In which case, the account must be paid current and is subject to a reinstatement fee of \$50.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

DISPATCH:
Company {People Key Logistics
Contact: 469-658-6722

Signature: _____

Print Name: _____

CARRIER: _____

Contact/Title: _____

Print Name: _____

Signature: _____

CARRIER COMPANY PROFILE

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

1. CARRIER INFORMATION

COMPANY (DBA)

ADDRESS: _____

CITY: _____ ST _____ ZIP _____

CONTACT: _____ PHONE: _____

E-MAIL: _____ FAX: _____

MC # _____ DOT # _____

EIN/SS # _____ SCAC # _____ TWIC # _____

HAZMAT # _____

2. EQUIPMENT SECTION

NUM. OF TRUCKS: _____ [Company _____ + Owner Operator _____]

NUM. OF TRAILERS: _____ VAN _____ REEFER _____ FLATBED _____

OTHER ADDITIONAL INFO:

3. SERVICE AREAS OF OPERATION (please circle all that apply) 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 NV NY OH
OK OR PA RI SC SD TN TX UT VA
VT WA WI WV WY AK NM

4. RATE OF HAUL INFORMATION

Please provide us your ideal (reasonable) rate information. We understand that many factors will change this information, but this will give us a starting point.

Minimum Rate per Mile \$ _____ (Front Haul)

Minimum Rate per Mile \$ _____ (Back Haul)

5. INSURANCE INFORMATION

Please provide us with your insurance contact information, where we can request certificate of insurance with specific holders. (i.e. brokers and/or shippers)

INSURANCE _____

PHYSICAL ADDRESS _____

MAILING ADDRESS _____

ADDRESS _____ CITY _____ ST _____

ZIP _____

AGENT _____

E-MAIL _____ PHONE # _____

FAX # _____

6. ADDITIONAL INFORMATION

Please use the section below to better describe your company. Include special terms and conditions of most importance and everything we need to consider while searching and accepting the loads for you.

CREDIT CARD PAYMENT AUTHORIZATION FORM

I _____, hereinafter called CARRIER do hereby authorize ;[People Key Logistics], hereinafter called DISPATCH, to initiate a debit entry for the amount listed below, on the dates listed below, to the credit card account indicated below, in consideration of the dispatching service provided to me. I understand that my signature on this authorization form, along with a photocopy of the front and the back of both my credit card, as well as my driver license, will allow me the convenience of not having to produce these items for impression at the time of service.

Name on the Card:

Please Check One: VISA MC DISC AMEX

Credit Card Number:

Expiration Date: ____/____/____ CVN: _____ ZIP: _____

Authorized Agreed upon Amount is 5 % of the Loads + 1.5% of charge for processing fee.

Starting on ____/____/2021 Ending on ____/____/2021

This authorization is to remain in full force and effect until the ending date listed above. I understand that I will be notified of the amount charged per invoice, via email prior to my account being charged. Any revocation shall not be effective until DISPATCH is notified by CARRIER via email to cancel the payment authorization, in such time and in such a manner as to afford DISPATCH a reasonable opportunity to act on it.

Card Holder's Signature _____

Authorization Date - - - - -

Card Holder's E-Mail - - - - -

LIMITED POWER OF ATTORNEY

This Limited Power of Attorney (the AGREEMENT) is made effective on _____ (date) between: [COMPANY NAME] hereinafter called DISPATCH a company established under the laws of the State of [YOUR STATE] and

hereinafter called CARRIER, motor carrier company with MC# _____ CARRIER hereby appoints DISPATCH as my Attorney-in-Fact (AGENT).DISPATCH's agents shall have full power and authority to act on my behalf. This power and authority shall authorize DISPATCH to manage and conduct affairs and to exercise my legal rights and powers, including all rights and powers that I may acquire in the future. DISPATCH powers shall include, but not be limited to, the power to: • Professional dispatch services, including contact drivers, shippers and brokers on my behalf for cargo, transfer of Paperwork (Carrier Packet, Rate Confirmations, Insurance Certificates, Invoices and all necessary Paperwork) to shippers. 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. DISPATCH shall not be liable for any loss that results from a judgment error that was made in good faith. However, DISPATCH 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 DISPATCH to indemnify and hold harmless any third party who accepts and acts under this document. This Power of Attorney shall become effective immediately and shall remain in full force and effect until revoked by me in writing. Such revocation is to be send via e-mail 10 days in advance to DISPATCH at [\[PeopleKeylogistics@gmail.com\]](mailto:PeopleKeylogistics@gmail.com)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date below.

DISPATCH:

Company: People Key Logistics

Contact: Lelton People, Dispatcher

Signature: _____ Date: _____

CARRIER:

Company: _____

Contact/Title:

Signature:-----

Date: