**Dispatcher - Carrier Agreement**

This Agreement is made this \_\_\_\_\_ day of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2024, by and between

**E SMITH LOGISTICS LLC** hereafter referred to as **DISPATCHER**, and the freight 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 convents hereinafter contained it is mutually agreed by and between parties hereto as follows:

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; and;

NOW THEREFORE, for and in consideration of the mutual covenants and undertakings herein, and subject to the terms and conditions hereinafter set forth, the parties hereto warrant, covenant and agree as follows:

CARRIER desires to retain DISPATCHER by executing a Limited Power of Attorney to find, negotiate, and procure freight for dispatch to the CARRIER for transport.

**RATES AND CHARGES/BILLING:**

DISPATCHER will invoice, and CARRIER will pay for the transportation services performed based on (please only initial the ONE we discuss and agree upon):

1. \_\_\_\_\_\_\_\_\_\_\_% ( %) of the tendered rate shown on the LOAD RATE CONFIRMATION sheet. \_\_\_\_\_INITIALS
2. $\_\_\_\_\_\_\_ per load found by the DISPATCHER \_\_\_\_\_\_INITIALS
3. $ \_\_\_\_\_\_\_ per week to the DISPATCHER \_\_\_\_\_\_INITIALS

**PAYMENT AGREEMENT:**

1. LOAD RATE CONFIRMATION must be signed and returned via email on each load moved to the DISPATCHER.
2. CARRIER must call DISPATCHER when loaded with any information requested by Freight Broker or Shipper (such as Bill of Lading number, pieces and weight).
3. CARRIER must take a photo of load when loading is complete and send to DISPATCHER via email or text message.
4. CARRIER must call DISPATCHER when load is delivered to confirm delivery accepted without exception or other problem.
5. Any exception upon delivery must be immediately conveyed to the DISPATCHER before the driver leaves the consignee’s facility.
6. Payment to the DISPATCHER by CARRIER shall be complete and final without recourse. CARRIER will pay upon receipt of invoice issue or on written agreement between DISPATCHER and CARRIER. An email 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.
7. It is the responsibility of the CARRIER to maintain the minimum insurance levels as required by the F.M.C.S.A and by the freight broker or shipper.
8. The CARRIER authorizes the DISPATCHER to execute and sign the setup and rate confirmations on his behalf to acquire the load.

**Motor Carrier to provide:**

1. This AGREEMENT form completed dated and signed.
2. Copy of CARRIER’s Motor Carrier Authority
3. Copy of Insurance Certificates: $1,000,000 liability insurance and at least $100,000 cargo coverage. \*\*Power only carriers must also have $40,000 non-owned trailer or interchange insurance
4. Completed IRS Form W-9
5. Company Profile Sheet (including a list of three established references)
6. Mobile Phone, Email and Contact
7. Internet Load Board and Account Access

CARRIER agrees to hold DISPATCHER harmless from any liability for personal injury or property damage occurring during operation conducted by CARRIER pursuant to this agreement.

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.

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 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.

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. (An email 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.

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.

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.

**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.

**DATE OF AGREEMENT EXECUTION: DISPATCHER** and **CARRIER** have executed this agreement as of the day and year written above.

|  |  |
| --- | --- |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_DISPATCHER  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_CARRIER  |
| Phone: \_\_\_\_\_\_ - \_\_\_\_\_\_ - \_\_\_\_\_\_\_\_\_\_\_  | Phone: \_\_\_\_\_\_ - \_\_\_\_\_\_ - \_\_\_\_\_\_\_\_\_\_\_  |
| Fax: \_\_\_\_\_\_ - \_\_\_\_\_\_ - \_\_\_\_\_\_\_\_\_\_\_  | Fax: \_\_\_\_\_\_ - \_\_\_\_\_\_ - \_\_\_\_\_\_\_\_\_\_\_  |
| Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  | Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |
| Website: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  | Website: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |

**POWER OF ATTORNEY**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the undersigned, do hereby grant to E SMITH LOGISTICS LLC, of 11330 Red River Dr, St. Louis, Mo 63138, as my attorney-in-fact, to receive on my behalf information from Direct Shippers and Property Brokers, and to sign freight rate confirmations on my behalf pertaining to such information:

This power of attorney will expire in twelve months from the date signed.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **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:** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_