

## **CARRIER-DISPATCHER AGREEMENT**

This CARRIER-DISPATCHER Working Agreement (the "AGREEMENT") is entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "EFFECTIVE DATE") between 99 Dispatching LLC, a limited liability company organized and existing under the laws of Wyoming with its principal place of business at 30 N Gould St Ste R Sheridan, WY 82801 (hereinafter referred to as the "DISPATCHER"), and \_\_\_\_\_, a \_\_\_\_\_ registered transportation company with its principal place of business at \_\_\_\_\_ (hereinafter referred to as the "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:

### **1. Scope of Services**

#### **1.1 Services Provided by the CARRIER:**

The CARRIER agrees to provide transportation services, utilizing its own vehicles and equipment (collectively referred to as the "CARRIER EQUIPMENT") as requested by the DISPATCHER. The CARRIER shall perform the agreed-upon services in a professional and timely manner, adhering to all applicable laws, regulations, and industry standards.

#### **1.2 Services Provided by the DISPATCHER:**

The DISPATCHER agrees to coordinate, manage, and assign the CARRIER's transportation services. This includes but is not limited to, the negotiation of rates, scheduling of deliveries, and handling of administrative tasks such as load documentation, invoicing, and payment processing. The DISPATCHER shall act as an intermediary between the CARRIER and shippers or brokers seeking transportation services.

#### **1.3 Load Assignments:**

The DISPATCHER shall use reasonable efforts to find and assign suitable loads to the CARRIER based on the CARRIER's equipment type, availability, and other relevant factors. The CARRIER acknowledges that the DISPATCHER does not guarantee the availability of loads or the profitability of the CARRIER's services. The CARRIER retains the right to accept or decline any load assignment.

## **2. CARRIER's Obligations**

### **2.1 Compliance with Laws and Regulations:**

The CARRIER shall operate its trucks and other equipment in a safe and legal manner, complying with all applicable federal, state, and local laws, regulations, and industry standards. This includes but is not limited to, maintaining the necessary permits, licenses, and insurance coverage required for the provision of transportation services.

### **2.2 Rates and Payments:**

CARRIER agrees to pay DISPATCHER percent (\_\_\_%) of the face value of the contract between the SHIPPER and CARRIER, as stated on the load confirmation sheet. CARRIER may choose a dispatch service for a flat weekly fee of \$250 per truck.

### **2.3 Reporting and Communication:**

The CARRIER shall promptly inform the DISPATCHER of any changes in its Carrier Equipment, insurance coverage, or any other relevant information that may impact the CARRIER'S ability to perform the agreed-upon services. The CARRIER shall also maintain regular communication with the DISPATCHER, providing updates on load status, delivery progress, and any issues or concerns that may arise during the course of transportation.

### **2.4 Carrier Equipment Maintenance:**

The CARRIER shall be solely responsible for the maintenance and repair of its Carrier Equipment. The CARRIER shall ensure that all equipment is in good working condition, complies with applicable safety standards, and is properly serviced and inspected as required by law.

## **3. DISPATCHER's Obligations**

### **3.1 Load Coordination and Negotiation:**

The DISPATCHER shall use its expertise and industry knowledge to negotiate competitive rates with shippers and brokers on behalf of the CARRIER. The DISPATCHER shall strive to obtain favorable terms and conditions for the CARRIER's transportation services, taking into consideration market conditions, industry standards, and the CARRIER's interests.

### **3.2 Load Information and Documentation:**

The DISPATCHER shall provide the CARRIER with all necessary load information, including pickup and delivery details, customer requirements, and any other relevant instructions. The DISPATCHER shall also provide the CARRIER with accurate and complete load documentation, including rate confirmations, bills of lading, and any other relevant documentation required for the proper execution of the transportation services.

### **3.3 Record Keeping:**

The DISPATCHER shall maintain accurate and organized records of all transactions related to the CARRIER'S transportation services. This includes load confirmations, rate confirmations, invoices, proof of delivery, and any other relevant documentation. The CARRIER shall have the right to access these records upon reasonable notice.

## **4. Compensation**

### **4.1 Rate Negotiation:**

The DISPATCHER shall negotiate rates with SHIPPERS and BROKERS on behalf of the CARRIER. The CARRIER acknowledges that the rates may vary based on market conditions, load requirements, and other factors beyond the DISPATCHER's control. The CARRIER shall accept the rates negotiated by the DISPATCHER for each load assignment.

### **4.2 Compensation Structure:**

The CARRIER shall be compensated for the transportation services provided based on the rates agreed upon between the DISPATCHER and the SHIPPER or BROKER. The DISPATCHER shall deduct a mutually agreed-upon percentage or flat fee from the CARRIER's compensation as payment for the dispatching services rendered. The CARRIER acknowledges and agrees to the agreed compensation structure.

### **4.3 Invoicing and Payment:**

The CARRIER shall submit accurate and complete invoices to the DISPATCHER for each completed load, including all necessary supporting documentation, such as bills of lading, rate confirmations, and proof of delivery. The DISPATCHER shall review the invoices promptly and make payment to the CARRIER within 4 days after receipt of the invoice unless otherwise agreed upon in writing.

#### **4.4 Payment Discrepancies:**

In the event of any payment discrepancies or disputes, the CARRIER shall promptly notify the DISPATCHER in writing. The parties shall work together in good faith to resolve such discrepancies or disputes in a fair and timely manner.

## **5. Term and Termination**

### **5.1 Term:**

This AGREEMENT shall commence on the EFFECTIVE DATE and shall continue until terminated by either party in accordance with the terms set forth herein.

### **5.2 Termination for Convenience:**

Either party may terminate this AGREEMENT by providing written notice to the other party 15 days in advance. The CARRIER shall complete any outstanding loads that were assigned by the DISPATCHER before the termination date.

### **5.3 Termination for Cause:**

Either party may terminate this AGREEMENT immediately in the event of a material breach by the other party. Material breaches may include but are not limited to, failure to perform the agreed-upon services, violation of laws or regulations, or a breach of any provisions of this AGREEMENT.

## **6. Confidentiality**

### **6.1 Confidentiality Obligations:**

Both parties agree to treat all non-public information obtained from the other party as confidential and shall not disclose it to any third party without the prior written consent of the disclosing party, except as required by law. The parties shall take reasonable measures to protect the confidentiality and security of such information.

### **6.2 Exceptions:**

The obligations of confidentiality shall not apply to information that: (a) was already known to the receiving party without any obligation of confidentiality prior to disclosure by the disclosing party; (b) becomes publicly available without breach of this AGREEMENT; (c) is rightfully received by the

receiving party from a third party without restrictions on disclosure; or (d) is independently developed by the receiving party without reference to the disclosing party's confidential information.

## **7. Independent Contractor Relationship**

### **7.1 Independent Contractor Status:**

The CARRIER and the DISPATCHER acknowledge and agree that their relationship is that of independent contractors. Nothing in this AGREEMENT shall be construed as creating a partnership, joint venture, agency, employment, or any other legal relationship between the parties. The CARRIER shall have no authority to bind the DISPATCHER or act on its behalf, and vice versa.

## **8. Freight Loss, Damage, or Delay**

### **8.1 Case of Damage, Delay, or Loss of Load:**

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 any and all of the shipper's goods or property while under CARRIER's care. Payments by CARRIER to DISPATCHER or its customer, pursuant to the provisions of this section, shall be made within thirty (30) days following receipt by CARRIER of DISPATCHER's or customer's invoice and supporting documentation for the claim.

## **9. Indemnification**

### **9.1 Defense of DISPATCHER:**

CARRIER agrees to indemnify, defend and hold DISPATCHER and its customer (including their officers, directors, employees, subcontractors, and agents) harmless from and against any and all liabilities, damages, fines, penalties, costs, claims, demands, and expenses of whatever type or nature. CARRIER shall be responsible for and agrees to indemnify DISPATCHER 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.

## 10. Governing Law and Dispute Resolution

### 10.1 Governing Law:

This AGREEMENT shall be governed by and construed in accordance with the laws of the state of WYOMING, without regard to its conflict of laws principles.

### 10.2 Dispute Resolution:

Any dispute arising out of or relating to this AGREEMENT shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration shall be held in WYOMING and conducted in the English language. The prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred in connection with the arbitration or any subsequent legal proceedings.

## 11. Annexures

### 11.1 Required Annexures:

The CARRIER acknowledges that the following annexures form an integral part of this AGREEMENT, and must be provided to the DISPATCHER after the signing up of this AGREEMENT.

- W9 Form
- Motor Carrier (MC) Authority
- Certificate of Insurance (COI)
- Notice of Assignment (NOA) *(in the case of factoring)*
- Voided Cheque *(in the case of QuickPay)*

## 12. Entire Agreement

### 12.1 Entire Agreement:

This AGREEMENT constitutes the entire working agreement between the parties and supersedes all prior oral or written agreements, understandings, or representations relating to the subject matter herein.

Dispatcher-Carrier Agreement (99 Dispatching LLC)

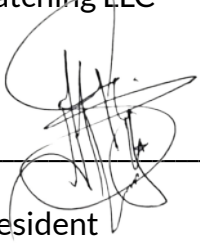
IN WITNESS WHEREOF, the parties hereto have executed this Carrier-Dispatcher Working Agreement as of the Effective Date.

**DISPATCHER:**

99 Dispatching LLC

By: \_\_\_\_\_

CEO/President



**CARRIER:**

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

## LIMITED POWER OF ATTORNEY

This limited power of attorney is made effective on \_\_\_\_\_ (date) between 99 Dispatching LLC, herein called DISPATCHER, a company established under the laws of the state of Wyoming, and \_\_\_\_\_ herein called CARRIER, motor carrier company with MC # \_\_\_\_\_. CARRIER hereby appoints DISPATCHER as my Attorney-in-Fact (AGENT). DISPATCHER'S agents shall have full power and authority to act on my behalf. This power and authority shall authorize DISPATCHER 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. DISPATCHER'S powers shall include, but not be limited to, the power to:

- Professional dispatching services, including contacting 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, and collect all payments dues on my behalf.

This Power of Attorney shall be construed broadly as 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. DISPATCHER shall not be liable for any loss that results from a judgment error that was made in good faith. However, DISPATCHER shall be liable for willful misconduct or the failure to act in good faith, while acting under this Power of Attorney. I authorize DISPATCHER 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 sent via email 10 days in advance to DISPATCHER to [info@99dispatching.com](mailto:info@99dispatching.com)

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

**DISPATCHER:**

99 Dispatching LLC

By: \_\_\_\_\_

CEO/President

**CARRIER:**

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_