



## *Dispatcher-Carrier Agreement*

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between FY TRUCKING CO hereafter referred to as DISPATCHER, and OWNER OPERATOR \_\_\_\_\_, SSN/EIN # \_\_\_\_\_, DL# \_\_\_\_\_.

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 and FMCSA: 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 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 SHIPPERS and CARRIER agreement.
3. DISPATCHER may receive all account receivable from Factory Company; less dispatcher commission and expenses per load, balance will be paid to CARRIER.

### **OBLIGATIONS OF CARRIER**

- CARRIER agrees to pay DISPATCHER "(\_\_ %)" percent of the face value of loads. CARRIER as stated on the load confirmation sheet. Carrier further agrees to pay DISPATCHER at time of securing cargo if being billed on a per load basis unless prior credit arrangements have been established.
- 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 same by giving 15 days written notice to the other.

- 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 by SHIPPER to CARRIER. Confirmation will be signed by DISPATCHER and returned via FAX to SHIPPER
- CARRIER shall be liable for loss, damage, or liability occasioned by the transportation of property arranged by DISPATCHER, SHIPPER while in the possession of carrier.
- CARRIER agrees to hold DISPATCHER, SHIPPER harmless from any liability for personal injury or property damage occurring during operation conducted by CARRIER pursuant to this agreement.
- CARRIER will be responsible to comply with all applicable state and federal regulations pertaining to the operation of a motor carrier.

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 a period of two (1) year 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.

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.

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.

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

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.

**Dispatcher**  
FY TRUCKING CO

**OWNER OPERATOR**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Date: \_\_\_/\_\_\_/\_\_\_\_\_

Date: \_\_\_/\_\_\_/\_\_\_\_\_

**DISPATCHING SCOPE OF WORK AND AGREEMENT APPLICABILITY.**

**DISPATCHER** hereby agrees to procure freight for **CARRIER**. **CARRIER** agrees to transport such freight, in one or more shipments, and **CARRIER** hereby agrees to pick up, transport, deliver and provide all such services as Freight Brokers and Shippers shall request on all freight tendered by **DISPATCHER** to the extent of its ability to perform (the “Services”).

**STATEMENT OF THE SERVICES**

**DISPATCHER** in agreement with the contracted carrier perform the following services;  
Procure freight that best matches profile for the **CARRIER**. Once **CARRIER** has accepted the load.

**DISPATCHER** will transfer all associated **CARRIER** paperwork required by Freight Brokers and Shippers.

**DISPATCHER** will execute contracts with Freight Brokers and Shippers on behalf of the **CARRIER**.

**DISPATCHER** will transfer a copy of the Load Confirmation Sheet to the **CARRIER** with pickup Date/Address, Delivery Date/Address, Commodity, any Special Requirements, Contacts and Reference Numbers once received by the Freight Broker or Shipper.

**DISPATCHER** will as necessary perform the following ancillary services for the **CARRIER** such as; Appointments, Routing and Acquire Vehicle Maintenance Services where necessary at the cost of the **CARRIER**. **(Depending on Service Agreement)** Upon Load Delivery **DISPATCHER** will mail all Proof of Delivery Documents and prepare an invoice on behalf of the **CARRIER**. **DISPATCHER** will then mail to the Freight Broker or Shipper to Factoring Company. **(Depending on Service Agreement)**

**FREIGHT FACTORING:**

Upon receipt of **PROOF OF DELIVERY** and **INVOICE** prepared. **CARRIER** may assign its accounts receivables under this Agreement to a third party. **DISPATCHER** can assist in Factoring **CARRIER** invoices, giving **CARRIER** access to operational capital. **(Fees Will Apply)** **CARRIER** may agree to retain **DISPATCHER** to send only selected invoices to the agreed factoring company and to factor the invoices that **CARRIER** selects.

Signature \_\_\_\_\_

Yes, I want to work through **DISPATCHER** to factor my invoices.

Signature \_\_\_\_\_