

ATLANTA DISPATCH LLC CARRIER AGREEMENT

This AGREEMENT made as of this _____ day of _____, 2021 by and

between **Atlanta Dispatch LLC** [DISPATCH], and

_____, a Registered Motor Carrier,

MC# _____ and DOT# _____ [CARRIER]. The

DISPATCH and the CARRIER have, upon due consideration, 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, either via email at **onboard@atlantadispatch.org**:

_____ Dispatch Carrier Agreement (Document #1)

_____ Limited Power of Attorney Form (Document #2)

_____ Payment Authorization Form (Document #3)

_____ Carrier Company Profile (Document #4)

_____ Copy of Client's Authority (MC Permit) (Document #5)

_____ Certificate on Insurance, listing **Atlanta Dispatch** as Certificate Holder (Document #6)

_____ A signed W-9 form (Document #7)

_____ Copy of Owner Operator's and Driver's Commercial Driver License (Document #8)

_____ Notice of Assignment from Factoring Company (if applicable) (Document #9)

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 between service may be required, subject to the availability of suitable equipment. DISPATCH shall be the agent for CARRIER for searching for loads, booking them, dispatching, handle all paperwork directly with the broker and/or shipper, including advances, 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) year of such date, and automatically from year to year thereafter, subject to the right of either party hereto to cancel the AGREEMENT at any time upon not less than thirty (30) days written notice by certified mail of one party to another.

4. DISPATCH SERVICE METHOD

DISPATCH's objective is to design a pro-active logistic plan a week 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 preference 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, for its records. DISPATCH agrees to "assist" CARRIER with any load issues, road assistance, advances, paperwork, and/or billing issues.

5. MEMBERSHIP SERVICE PLAN

- _____ **Box Trucks** – Load Selection for a flat fee of **10%** of the gross of the load.
- _____ **Semi Truck** – Load Selection for a flat fee of **8.5%** of the gross of the load.
- _____ **Semi Truck w/Factoring** – Load Selection with factoring from Atlanta Dispatch LLC's preferred factoring company for a flat fee of **10%** of the gross of the load.

6. COMPENSATION

The amount due to **ATLANTA DISPATCH LLC** will be invoiced via email weekly at 5:00pm EST on Thursdays. The payment is due by 5:00pm EST every Friday. Payments may be submitted via the QuickBooks emailed invoice; Zelle using the following email: dispatch@atlantadispatch.org; CashApp using: \$AtlantaDispatch. Payments made after 5:00pm EST on any given Friday are subject to a late fee in the amount of \$200.00, due on the following weeks scheduled invoice. In case that the load gets cancelled by broker/shipper for any reason, CARRIER will receive a credit for the amount of the load in question for future loads. However, if the load gets canceled by CARRIER for any reason, (i.e. breakdown, etc.) CARRIER will not receive credit for the load in question. On the other hand, CARRIER will be compensated directly from other brokers/shippers handling the load, or from a factoring company chosen by CARRIER.

7. NON-SOLICIATATION

CARRIER agrees that it will not solicit services to any shipper, consignor, or customer of DISPATCH where the CARRIER transports loads, or is made aware of such traffic, as a result of DISPATCH's efforts. It is further agreed that this non-solicitation provision shall be in force and

effect during the term of this AGREEMENT and for a period of one (1) year from the date of the termination of this AGREEMENT for any reason. In the event of non-compliance with the specific provisions of this paragraph, CARRIER upon discovery of breach, be liable to DISPATCH for 100 percent (100%) of the gross transportation revenue received by CARRIER from said shipper(s) within one (1) year after the date of termination of this AGREEMENT.

8. BILLS OF LADING

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

9. 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. 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 are expected to conduct themselves in a professional manner at all times and shall ascertain and comply with all of Customer's facility rules and regulations while on Customer's premises.

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

12. 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.

13. 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.

14. GOVERNING LAW, JURISDICTIONS AND VENUE

This agreement shall be governed by and constructed in accordance with laws of the State of Georgia 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 Fulton County, Georgia in connection with any claims or controversies arising out of this Agreement.

15. ADDITIONAL PROVISIONS

In the case of late payment, there is a built-in grace period of 7 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 \$100.

IN WITNESS WHEREOF,

the parties hereto have executed this Agreement as of the date first above written.

DISPATCH:

Company: Atlanta Dispatch LLC

Contact: Jorie Myers, Owner

Signature: _____

CARRIER:

Company: _____

Contact: _____

Signature: _____

LIMITED POWER OF ATTORNEY

This Limited Power of Attorney (the AGREEMENT) is made effective on of this _____ day of _____, 2021 by and between: **ATLANTA DISPATCH LLC**, hereinafter called DISPATCH, a company established under the laws of the State of Georgia, 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 all of 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 and collect all payment dues 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 to dispatch@atlantadispatch.org.

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

ATLANTA DISPATCH:

CARRIER:

NAME Jorie Myers

NAME _____

SIGNATURE _____

SIGNATURE _____

TITLE Owner

TITLE _____

DATE 1 / 11 / 2021

DATE _____ / _____ / _____

PAYMENT AUTHORIZATION FORM

Ten percent of the revenue grossed on loads booked by **ATLANTA DISPATCH LLC** will be invoiced via email weekly at 5:00PM EST on Thursdays. The payment is due by 5:00PM EST every Friday. Payments can be submitted via the QuickBooks emailed invoice; Zelle using the following email: dispatch@atlantadispatch.org; CashApp using: \$AtlantaDispatch; Bitcoin. Payments made after 5:00pm EST on any given Friday are subject to a late fee in the amount of \$200.00, due on the following weeks scheduled invoice. Processing load factoring and collecting payments from shippers are the sole responsibility of the owner operator or fleet owner. All payment terms set forth by **ATLANTA DISPATCH LLC** are final.

By physically or electronically signing below, the carrier acknowledges and accepts the payment terms of this agreement.

Carrier Name: _____

Contact Name: _____

Signature: _____

Date: _____

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 COMPANY INFORMATION

Company Name: _____

ADDRESS: _____

CITY: _____ ST _____ ZIP _____

CONTACT: _____ PHONE: _____

E-MAIL: _____ FAX: _____

MC # _____ DOT # _____ EIN/SS # _____ SCAC # _____

2. EQUIPMENT SECTION

ZIP CODE WHERE VEHICLES & TRAILERS ARE PARKED: _____

EXEMPT FROM ELD MANDATE (Y/N)? _____ IF NO, ELD PROVIDER NAME: -

LOGIN CREDENTIALS: _____ USERNAME _____
PASSWORD _____

VEHICLES DETAILS	# OF VEHICLES	BOX TRUCK LIFT GATE Y/N?	BOX TRUCK PALLET JACK Y/N?	BOX TRUCK LIFT GATE Y/N?	BOX TRUCK E-TRACKS Y/N?	BOX TRUCK AIR RIDE Y/N?	BOX TRUCK SWING OR ROLLUP?
TOTAL VEHICLES							
TRACTORS							
28' BOX TRUCKS							
26' BOX TRUCKS							
24' BOX TRUCKS							
CARGO/SPRINTER							
OTHER VEHICLES							

TRAILER DETAILS	# OF TRAILERS	LENGTH IN FEET	WIDTH IN INCHES	HEIGHT IN INCHES	10 YEARS OR NEWER Y/N?	SWING, ROLLUP, OR N/A?	# WITH LIFT GATE	# WITH PALLET JACK	# WITH AIR RIDE
TOTAL TRAILERS									
DRY VANS									
REEFERS									
FLATBEDS									
OTHER									

3. TRUCK & DRIVER(s) INFO

DRIVER NAME	DRIVER PHONE	DRIVER EMAIL	DRIVER HOME ZIP CODE	LOCAL, REGIONAL, or OTR?	HAZMAT ENDORSED Y/N?	TANKER ENDORSED Y/N?	TWIC CARD Y/N?	TSA CERTIFIED Y/N?

OTHER ADDITIONAL INFO/DRIVER AT HOME RESTRICTIONS:

4. SERVICE AREAS OF OPERATION (Please check all that apply)

All Continental 48 States (check here) _____

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	NJ	NM	NV	NY	OH	OK	OR	PA
RI	SC	SD	TN	TX	UT	VA	VT	WA	WI	WV	WY

5. FACTORING INFORMATION

If you use factoring service, please provide the following information. This will ensure that we only use brokers approved by your factoring company.

FACTORING _____ WEB _____
ADDRESS _____ CITY _____ ST _____ ZIP _____
CONTACT _____ E-MAIL _____
PHONE # _____ Fax # _____

6. 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 _____ WEB _____
ADDRESS _____ CITY _____ ST _____ ZIP _____
CONTACT _____ E-MAIL _____
PHONE # _____ FAX # _____

7. REFERENCES

Please provide three (3) references of your company's past performance.

COMPANY NAME: _____
CONTACT NAME: _____
PHONE NUMBER: _____

COMPANY NAME: _____
CONTACT NAME: _____
PHONE NUMBER: _____

COMPANY NAME: _____
CONTACT NAME: _____
PHONE NUMBER: _____

8. REFERRAL

Please refer us three (3) Owner Operators who you believe might benefit from our service.

NAME: _____ CELL: _____

NAME: _____ CELL: _____

NAME: _____ CELL: _____

9. ADDITIONAL INFORMATION

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



