

# ATLANTA DISPATCH LLC CARRIER AGREEMENT

This AGREEMENT made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between **Atlanta Dispatch LLC** [DISPATCH], and \_\_\_\_\_, a Registered Motor Carrier, MC# \_\_\_\_\_ and DOT# \_\_\_\_\_ [CARRIER]. The DISPATCH and the CARRIER, 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 via email - **onboard@atlantadispatch.org**:

- \_\_\_ Dispatch Carrier Agreement (Document #1)
- \_\_\_ Limited Power of Attorney Form (Document #2)
- \_\_\_ Credit Card Authorization Form (Document #3)
- \_\_\_ Carrier Company Profile (Document #4)
- \_\_\_ Copy of CARRIER's Authority (MC Permit) (Document #5)
- \_\_\_ Certificate on Insurance, listing **Atlanta Dispatch LLC (PO Box 7278 Atlanta, GA 30357)** as Certificate Holder (Document #6)
- \_\_\_ A signed W-9 form (Document #7)
- \_\_\_ Voided check and/or completed ACH form (Document #8)
- \_\_\_ Copy of Owner Operator's and Driver's Commercial Driver License (Document #9)
- \_\_\_ Notice of Assignment from Factoring Company (if applicable) (Document #10)

## **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 services on behalf of the CARRIER from and to such locations where service may be needed. DISPATCH shall be the agent for CARRIER when it comes to searching for, booking, dispatching, and signing and submitting load paperwork directly to the broker and/or shipper. This agreement does not exclude either party from working with other carriers or dispatchers.

### **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 renew 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 based on CARRIER's territory preference. The plan is developed considering the current market conditions in order to take advantage of the most profitable freight opportunities. DISPATCH's logistics coordinators ("dispatchers") will find loads that best match 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, for its records. DISPATCH agrees to "assist" CARRIER with any load issues, road assistance, advances, and paperwork.

### **5. MEMBERSHIP SERVICE PLAN** (Select all that apply)

- Semi Truck(s) with trailer – Load Selection for a flat fee of 8.5% of the gross of the load.*
- Semi Truck(s) Power Only – Load Selection for a flat fee of 9% of the gross of the load.*
- Box Truck(s) & Hotshot(s) – Load Selection for a flat fee of 10% of the gross of the load.*

### **6. DISPATCHER COMPENSATION**

Each week the invoice period begins on Friday and ends the following Thursday. The fees from all loads delivered between those days will be invoiced via QuickBooks on Thursday and is due upon receipt. If payment is not received via the QuickBooks link by Sunday, DISPATCH will debit the owed amount plus an additional \$25 from the bank account provided by CARRIER on this agreement. If the payment is unsuccessful after the ACH debit attempt, there will be a \$100 reinstatement fee.

### **7. NON-SOLICITATION**

CARRIER agrees that it will not solicit services to any broker, shipper, consignor, or customer of DISPATCH where the CARRIER transport 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. BILL OF LADING (BOLs)**

Each shipment will be evidenced by a bill of lading issued by other brokers/shippers. CARRIER must review BOLs prior to departing the shipper. CARRIER is responsible for getting the driver's "in" and "out" times signed by the shipper and receiver if DISPATCH is to seek detention pay. Such bill of lading or receipts are to be maintained and clear and legible copies are to be submitted to DISPATCH by CARRIER for the purpose of DISPATCH submitting to the broker and/or shipper.

## **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 always 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.

## **10. 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.

## **11. 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.

## **12. 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.

### **13. 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.

### **14. ADDITIONAL PROVISIONS**

If a load is cancelled due to the CARRIER being late or equipment breakdowns, the CARRIER will still be charged for the load.

In the case of failed debit attempt due to insufficient funds, there is a built-in grace period of 48 hours 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.

Broker and shipper load traffic learned by working with DISPATCH is confidential and CARRIER is not to inform other carriers or dispatchers.

It is the responsibility of the driver to inform DISPATCH of all milestones (i.e., onsite at shipper, departing shipper, onsite at receiver, departing receiver, etc.).

**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, CEO

Signature: *Jorie Myers*

**CARRIER:**

Company: \_\_\_\_\_

Contact: \_\_\_\_\_

Signature: \_\_\_\_\_

# LIMITED POWER OF ATTORNEY

This Limited Power of Attorney (the AGREEMENT) is made effective on of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ 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 contacting drivers, shippers and brokers on my behalf for cargo; Transference of Paperwork (Carrier Packet, Rate Confirmations, Insurance Certificates, Invoices and all necessary Paperwork) to shippers; Signing and executing rate confirmations for freight.

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](mailto:dispatch@atlantadispatch.org).

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

**ATLANTA DISPATCH REPRESENTATIVE:      CARRIER REPRESENTATIVE:**

NAME Jorie Myers

NAME \_\_\_\_\_

SIGNATURE Jorie Myers

SIGNATURE \_\_\_\_\_

TITLE CEO

TITLE \_\_\_\_\_

DATE 1 / 1 / 2022

DATE \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

## ACH PAYMENT AUTHORIZATION FORM

I, \_\_\_\_\_, owner of \_\_\_\_\_, hereinafter called CARRIER, do hereby authorize Atlanta Dispatch LLC, hereinafter called DISPATCH, to initiate a debit entry in accordance with the equipment type selected in this agreement, to the bank 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 my driver license, will allow me the convenience of not having to produce these items for impression at the time of service.

<b>Name on the Banking Institution:</b>		<b>Name on the Bank Account:</b>	
<b>Bank Address: (Street Address, City, State, Zip Code)</b>		<b>Routing Number:</b>	
<b>Bank Phone Number:</b>		<b>Account Number:</b>	

This authorization is to remain in full force until the dispatch carrier agreement is terminated. I understand that I will be notified via email when DISPATCH debits my account. Any revocation shall not be effective until DISPATCH is notified by CARRIER in writing to cancel this automatic payment authorization, in such time and in such a manner as to afford DISPATCH a reasonable opportunity to act on it.

\_\_\_\_\_  
ACCOUNT HOLDER'S SIGNATURE

\_\_\_\_\_  
ACCOUNT HOLDERS'S EMAIL

**Carrier Name:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

# CARRIER COMPANY PROFILE

Please complete this form. 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: \_\_\_\_\_

MC #: \_\_\_\_\_ DOT #: \_\_\_\_\_ EIN/SS #: \_\_\_\_\_ SCAC CODE: \_\_\_\_\_

CONTACT: \_\_\_\_\_ EMAIL: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

## 2. EQUIPMENT SECTION

ZIP CODE WHERE VEHICLES & TRAILERS ARE PARKED: \_\_\_\_\_

IS YOUR COMPANY EXEMPT FROM THE ELD MANDATE (Y/N)? \_\_\_\_\_

IF NO, WHAT IS YOUR ELD PROVIDER NAME? \_\_\_\_\_

ELD LOGIN USERNAME: \_\_\_\_\_ PASSWORD: \_\_\_\_\_

VEHICLES DETAILS	# OF VEHICLES	# OF VEHICLES WITH SLEEPER	# OF VEHICLES WITH DAYCAB
SEMI TRUCK			
BOX TRUCK			
HOT SHOT			
CARGO VAN			
OTHER VEHICLES			

TRAILER DETAILS	# OF UNITS	LENGTH IN FEET	WIDTH IN INCHES AT TRAILER OPENING	HEIGHT IN INCHES AT TRAILER OPENING	E-TRACKS INSIDE TRAILER? (Y/N)	TRAILER DOOR: SWING, ROLLUP, OR N/A?	LIFT GATE?	# WITH AIR RIDE
DRY VAN								
REEFER								
FLATBED								
BOX TRUCK #1								
BOX TRUCK #2								
BOX TRUCK #3								
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:**

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### 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

FACTORING COMPANY: \_\_\_\_\_ WEBSITE: \_\_\_\_\_

USERNAME: \_\_\_\_\_ PASSWORD: \_\_\_\_\_

CONTACT: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

PHONE #: \_\_\_\_\_ FAX #: \_\_\_\_\_

REMIT ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

## 6. INSURANCE INFORMATION

INSURANCE PROVIDER/AGENCY: \_\_\_\_\_

IF PROGRESSIVE IS YOUR PROVIDER WE REQUIRE YOUR ONLINE LOGIN CREDENTIALS : USERNAME: \_\_\_\_\_ PASSWORD: \_\_\_\_\_

CONTACT: \_\_\_\_\_ EMAIL: \_\_\_\_\_

PHONE #: \_\_\_\_\_ FAX #: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

## 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 provide three (3) carriers who might benefit from our dispatch services.

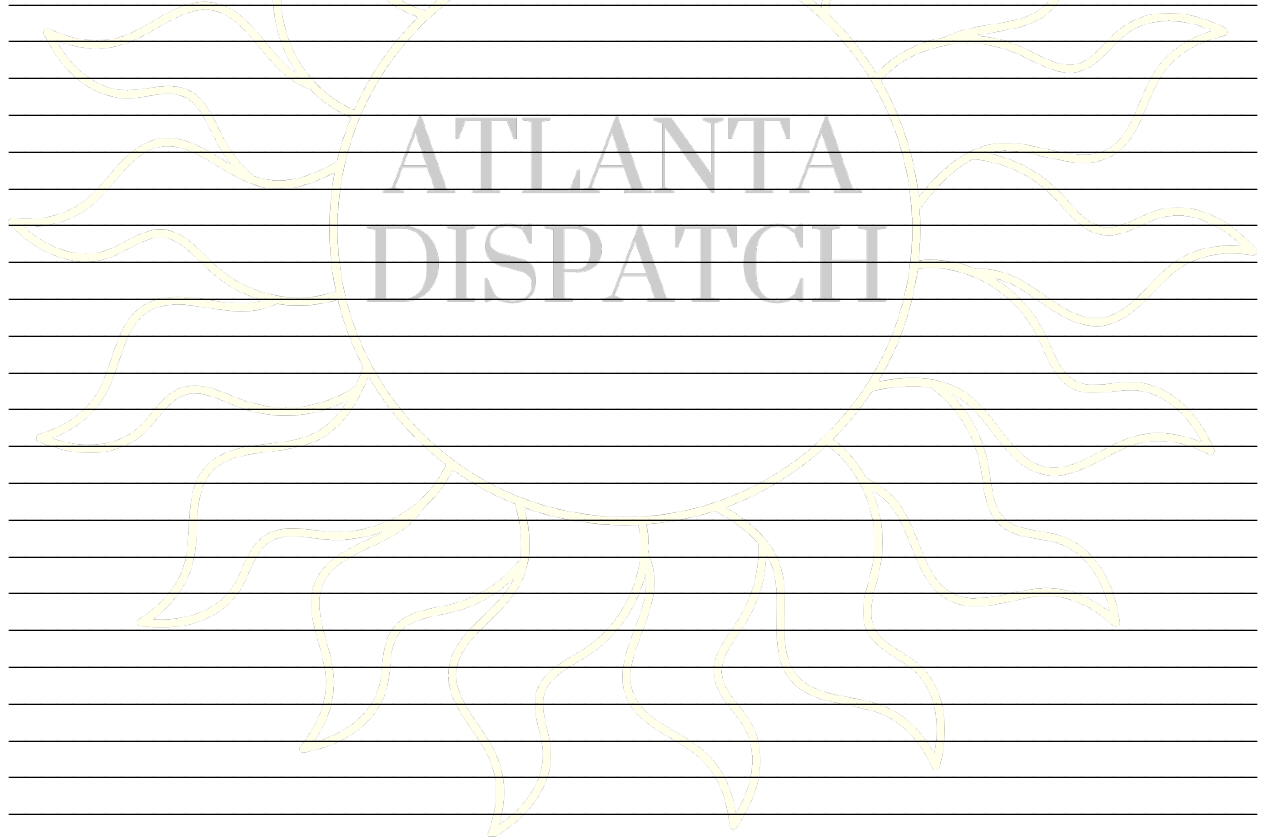
NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

## 9. ADDITIONAL INFORMATION

Please use this section to further describe your company. Include any special working terms and conditions that should be considered when booking loads on your company's behalf (i.e., if a box truck carrier with multiple units, please provide the trailer dimensions for each of the units).



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