

2025

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Independent Freight Dispatcher and Carrier Agreement

This AGREEMENT made as of this _____ day of _____, 2025 by and between **Dispatch Dominion** [DISPATCH], and _____, license by the FMCSA as an interstate carrier of property holding authority, MC# _____ [CARRIER]. The DISPATCH and the CARRIER have, upon due consideration, determined that this contract agreement will attest to their mutual advantage and best interest, they 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 at **Loads@Dispatchdominion.com**

- Independent Freight Dispatcher and Carrier Agreement
- Carrier Profile
- Copy of Carrier Authority (MC Permit)
- Debit Card Authorization Form and Credit Card Authorization Form
- A signed W-9 form
- Copy of Drivers License
- Limited Power of Attorney form
- Certificate on Insurance with \$1,000,000 in Liability and at least \$100,000 in Cargo Coverage.

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, and managing the exchange of all paperwork directly with the broker and/or shipper.

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 either written notice submitted by email 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 of the market

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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 forward to CARRIER, for its records. DISPATCH agrees to "assist" CARRIER with any load issues, road assistance, paperwork, and/or billing issues (if applicable).

5. MEMBERSHIP SERVICE PLAN *(please check one)*

- **Package One (Basic)** - Dispatch service for a flat fee of **8%** of each load confirmation.
- **Package Two (All Inclusive)** – Dispatch and Invoicing Services for a flat fee of **10%** of each load confirmation.

6. COMPENSATION

The cost of the service plans above are the percentage chosen of the gross revenue (excluding accessorial fees) per truck registered with **Dispatch Dominion**.

Payment for the chosen plan is to be made in full within 3 days of the disbursement date. Payment will be debited via Credit and/or Debit card on file. In certain cases, the CARRIER's factoring company will deduct the percentage from the payout.

OR

The amount due to DISPATCH, can also be automatically deducted every Friday from the Debit/Credit Card provided by CARRIER on this agreement. 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. CARRIER will be compensated for their dispatched loads directly from the brokers/shippers handling the load, or from a factoring company chosen by CARRIER.

In the case of insufficient funds or credit card decline, there is a built-in grace period of 5 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.

7. NON-SOLICIATATION

CARRIER agrees that it will not solicit traffic from 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.

If CARRIER has elected to receive **Package Two** service plan, they are required to send all pages of the bill of lading to DISPATCH via **Loads@Dispatchdominion.com**. All documents must be clear and legible showing all four corners of each page. CARRIER must provide all lumper receipts, scale tickets, gate passes, stickers, and any other paperwork associated with the load.

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.

10. DRIVERS

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 VENU

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

IN WITNESS WHEREOF,

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

DISPATCH:

Company: **Dispatch Dominion**

Contact: **Lakeisha Thomas, Owner**

Signature: 

CARRIER:

Company: _____ Contact: _____

Signature: _____

DEBIT CARD PAYMENT AUTHORIZATION FORM

I _____, hereinafter called CARRIER do hereby authorize **Dispatch Dominion**, hereinafter called DISPATCH, to initiate a weekly debit entry for the amount listed below, on the dates listed below, to the credit card 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 both my credit card, as well as my driver license, will allow me the convenience of not having to produce these items for impression at the time of service.

Name on the Card: _____

Please Circle One: VISA MC DISC AMEX

Credit Card Number:

Expiration Date: ____/____

Authorized Weekly Payment Amount: Starting on ____/____/20____

CVC: _____ **ZIP:** _____

7% Loads Ending on ____/____/20____

10% Loads Ending on ____/____/20____

This authorization is to remain in full force and effect until the ending date listed above. I understand that I will be notified via email when DISPATCH debit my account each week. I understand that if the load is tendered and accepted by me, but for any reason, whether is due to carrier, shipper, or broker, the load gets reschedule or cancelled, I am still responsible for paying DISPATCH as set out above. 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.

Card Holder's Name (Print) _____

Card Holder's Signature _____

Authorization Date _____

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CREDIT CARD PAYMENT AUTHORIZATION FORM

I _____, hereinafter called CARRIER do hereby authorize **Dispatch Dominion**, hereinafter called DISPATCH, to initiate a weekly debit entry for the amount listed below, on the dates listed below, to the credit card 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 both my credit card, as well as my driver license, will allow me the convenience of not having to produce these items for impression at the time of service.

Name on the Card: _____

Please Circle One: VISA MC DISC AMEX

Credit Card Number:

Expiration Date: ____/____/____

Authorized Weekly Payment Amount: Starting on ____/____/20____

CVC: _____ **ZIP:** _____

5% Loads Ending on ____/____/20____

8% Loads Ending on ____/____/20____

This authorization is to remain in full force and effect until the ending date listed above. I understand that I will be notified via email when DISPATCH debit my account each week. I understand that if the load is tendered and accepted by me, but for any reason, whether is due to carrier, shipper, or broker, the load gets reschedule or cancelled, I am still responsible for paying DISPATCH as set out above. 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.

Card Holder's Name (Print) _____

Card Holder's Signature _____

Authorization Date _____

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LIMITED POWER OF ATTORNEY

This Limited Power of Attorney (the AGREEMENT) is made effective on _____ (date) between: **Dispatch Dominion**, hereinafter called DISPATCH a company established under the laws of the State of Tennessee, 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:

- Provide 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 **Loads@DispatchDominion.com**

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

DISPATCH:

NAME Lakeisha Thomas

SIGNATURE  TITLE Owner

DATE _____ / _____ / _____

CARRIER:

NAME _____

SIGNATURE _____ TITLE _____

DATE _____ / _____ / _____