

Agreement for Dispatch Services (Out Front Dispatching LLC)

1. RECITALS.

This agreement made as of this _____ day of _____, 2021, by and between Out Front Dispatching LLC and _____ (Company Name), hereinafter referred to as Client.

Whereas, Client is a _____, desiring to retain Out Front dispatching to provide dispatch services.

Whereas, Out Front dispatching is a transportation dispatcher handling the necessary paperwork between shippers and the Client for a percentage fee of the Gross of the load and to be paid weekly by client's factoring company or to pay by billed invoice from Out Front Dispatch.

Percentage Fee is 10% of each truck that is using our services

2. COMPENSATION.

The amount due to DISPATCH, will be automatically deducted from a Debit/Card provided by CARRIER on this agreement by the end of the business day Friday of the same week. DISPATCH will charge the Debit/Credit Card on file for the agreed service rendered, or if the CARRIER chooses to be invoiced then CARRIER agrees to pay the invoice within four (4) hours, the invoice can be paid via Square, Wires, ACH Deposits. CARRIER will be compensated directly from other brokers/shippers handling the load, or from a factoring company chosen by CARRIER.

Prior to the implementation of this agreement (the Client) must furnish to Out Front Dispatch the following:

1. A Copy of MC Authority
2. Carrier Packet **[Let us know if you don't have one]**
3. Copy of CDL for each driver being dispatched.
4. Proof of Insurance Certificates – Please send us the contact info also. We require at least \$1,000,000 in Liability and at least \$100,000 in Cargo coverage.
5. A signed W-9
6. Company Profile Completed
7. This Agreement form completed, dated, and signed along with the power of attorney and credit-on-file authorization form.
8. Truck & Trailer Combo [For semi-trucks]
9. Your factoring company's name, address, and contact number

3. STATEMENT OF WORK.

(Out Front Dispatch will):

1. Book loads on the Client's behalf.
2. Send rate confirmation to Clients.
3. Find freight that best matches profile for the Client.
4. Once the client agrees to the load, Out Front Dispatch will email/fax to shipper/broker the Client's Authority, W-9, proof of insurance, and order insurance certificates if required, along with any other required supporting documentation.
5. Handle the setting of appointments if necessary.
6. Provide access to our rates and shippers depending on the location of the truck.
7. Assist with any problems that arise in the transit of the load when necessary, within our capabilities. The Client is responsible for their own equipment; we can direct you to a service that may be helpful.
8. All load information is available to the Client at all times, Out Front Dispatch will hold on to the dispatch, accessorial information, etc. until the load is completed.

4. 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 services may be required, subject to the availability of suitable equipment.

5. TERM.

The term of this AGREEMENT shall be effective as of the date hereof and shall continue thereafter for a term of seven (7) days of such date, and automatically from week to week thereafter, subject to the right of either party hereto to cancel the AGREEMENT at any time upon not less than seven (7) days written notice by certified mail of one party to another.

6. OBLIGATION OF DISPATCHER.

- a. Dispatcher agrees to handle paperwork, phone, and fax to and from the Broker or Shipper to tender commodities or shipments to Client for transportation in interstate commerce by Client between points and places within the scope of Client's operating authority.
- b. Dispatcher bears no financial or legal responsibility in the transaction between the Shippers & Clients agreement.
- c. Dispatcher will:
 1. Make a 100% effort to keep Clients truck(s) loaded.
 2. Client will be contacted about every load we find and offer, and the driver will Accept or Reject the load, unless otherwise discussed. The client cannot cancel once the load is booked.
 3. Invoice the Client at time of service, also provide a copy of each load Confirmation Sheet, the Client is being billed for.

7. OBLIGATION OF CLIENT AND DRIVER.

- a). The client gives Out Front Dispatch power of attorney and authority to provide his/her signature for rate confirmation sheets, invoices and associated paperwork necessary for securing cargo and billing purposes.
- b). The client agrees to collect payment from the Shipper 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 Client shall be established between the 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 or EMAIL by Shipper to Client. Confirmation will be signed by Out Front Dispatch and returned via FAX or EMAIL to Shipper.
- c). In the event of a breakdown, the Client is responsible for contacting the roadside. We recommend signing up with a roadside company and issuing that contact information to your driver. The Client is responsible for payment of any needed repairs.
- d). The client nor driver is allowed to cancel once a load is booked.
- e). The client is responsible for obtaining all permits.

8. NON-SOLICITATION.

Client agrees not to solicit traffic from any shipper, consignor, or customer of Out Front Dispatch service where the carrier transports loads, or is made aware of such traffic, as a result of Out Front 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 year from the date of termination of this AGREEMENT for any reason. In the event of non-compliance with the specific provisions of this paragraph, Client upon discovery of breach, will be liable to Out Front Dispatch one hundred percent (100%) of the gross transportation revenue received by the CARRIER from said shipper(s) within one (1) year after the date of termination of this agreement.

9. ADDITIONAL PROVISIONS.

Once a load has been set up for the Client and all information given, it will be the responsibility of the Client to handle directly with the shipping party any problems, issues, delays, overages, shortages, damages, or billing and collection issues, unless, you have made arrangements for additional services from Out Front Dispatch.

In no event will Out Front Dispatch be liable for any incidental, consequential, or indirect damages for the loss of profits, or business interruption arising out of the use of the service.

A. LOADING PROCEDURES.

Commercial vehicles must be loaded in such a manner as to prevent its cargo from leaking, spilling, blowing, or falling from the vehicle. The cargo must be immobilized or secured to prevent shifting to the extent that the vehicle's stability or maneuverability is affected. All vehicle structures, systems, parts, and components used to secure cargo must be in proper working order with no damaged or weakened components that will adversely affect their performance. Cargo must be firmly immobilized or secured on or within a vehicle by structures of adequate strength, dunnage or dunnage bags, shoring bars, tie-downs, or a combination of these. Articles of cargo that are likely to roll must be restrained by chocks, wedges, a cradle, or equivalent means to prevent rolling. Federal regulations provide for specific means of securing logs, building products, metal coils, paper rolls, concrete pipes, intermodal containers, automobiles, heavy equipment, crushed vehicles, and boulders.

B. RESPONSIBILITIES FOR PROPER LOADING.

A driver cannot operate a commercial vehicle unless (1) The cargo is properly distributed and adequately secured, (2) The means of fastening the cargo is secured, and (3) The cargo does not obscure the driver's view or interfere with the movement of his arms or legs. A driver must assure himself that the load is adequately secured before he drives the vehicle and must examine and adjust the cargo and its load-securing devices as needed.

If a member of the public is injured because of improperly loaded cargo, both the shipper who loaded the cargo and the Client may be held liable for the injury. A shipper that assumes responsibility for loading the vehicle can be held liable for improperly securing a load under a common law theory of negligence, and federal regulations will provide evidence of the proper standard of care to be utilized by the shipper in loading the vehicle. When the driver himself is injured in an accident, the shipper cannot be held liable for the improper loading of the vehicle unless the loading defects are latent and concealed and cannot be discerned by ordinary observation by the agents of the Client. In determining if the defect in loading is patent and should have been discovered by the driver, a court will take into consideration the experience of the driver and whether the driver is given assurances by the shipper's employees that there is no defect in the loading of the cargo. A motor Client cannot be held liable for improperly loading a sealed trailer since the driver does not have the opportunity to inspect the load. When a person is injured during the loading or unloading process at the shipper or consignee's facility, the trucking company's liability will be determined according to the rules applicable to the facility owner, and the company will be subject to the same liability or freedom from liability as the owner.

10. DISCLAIMER.

Out Front Dispatch is NOT responsible for:

1. Billing Issues.
2. Load problems.
3. Advances (All advances will have to be handled directly between Client and Shipper/Broker).
4. Handling and storage of paperwork (All documents will be sent to Client unless other arrangements are made).
5. DOT compliance issues.
6. SPIKE INSURANCE

11. GOVERNING LAW.

This agreement shall be governed by and construed in accordance with laws of the State of Alabama without giving effect to any choice of law or conflict of laws provision or rule (whether of the State of Alabama or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Alabama.

12. JURISDICTIONS AND VENUES.

Out Front Dispatch and the Client hereby consent to and agree to submit to the jurisdiction of the Federal and state courts located in Huntsville, AL, in connection with any claims or controversies arising out of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as the date written.

Date: _____

(Print Company Name)

(Signature of Representative)

(Print Representative Name/Title)

Date: _____

Out Front Dispatching, LLC

(Dispatch Service Representative)

(Print Representative Name/Title)

LIMITED POWER OF ATTORNEY

This Limited Power of Attorney (the AGREEMENT) is made effective on _____ (date) between: **OUT FRONT DISPATCHING LLC** hereinafter called DISPATCH a company established under the laws of the State of Alabama, and _____ hereinafter called CARRIER, motor carrier company with MC# _____ and/or DOT # _____ 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 my legal rights and powers, including all rights and powers that I may acquire in the future. DISPATCH powers shall include, but not 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 judgement 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 sent via e-mail 10 days in advance to DISPATCH to info@outfrontdispatch.com

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

DISPATCH: **Out Front Dispatching LLC**

CARRIER: _____

NAME: **Kim Faucette**

NAME: _____

SIGNATURE: _____

SIGNATURE: _____

TITLE: **CEO**

TITLE: _____

DATE: _____

DATE: _____

OPTIONAL CREDIT CARD PAYMENT AUTHORIZATION FORM

_____, hereinafter called CARRIER do hereby authorize
OUT FRONT DISPATCHING LLC, 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: ____/____/____ **CVC:** _____ **ZIP:** _____

Authorized Weekly Payment Amount: 10%

Starting on ____/____/____ **20**____ **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 rescheduled 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 Signature

Authorization Date

Card Holder's Email _____