
DISPATCH + CARRIER AGREEMENT

This AGREEMENT made as of this _____ day of _____, 2021 by and between FLEETALON DISPATCH & LOGISTICS, LLC and _____.

Whereas, Client is a Carrier/Owner Operator, desiring to retain Fleetalon Dispatch & Logistics, LLC to provide dispatch services.

Whereas, Fleetalon Dispatch & Logistics, LLC is a transportation dispatcher handling the necessary paperwork between shippers and the Client.

The Client must prior to the implementation of this agreement furnish to Fleetalon Dispatch & Logistics, LLC the following:

1. DOCUMENTS

CARRIER must furnish DISPATCH with the following documents prior to the implementation of this agreement via email at info@fleetalon.com

_____ Signed Dispatch Carrier Agreement

_____ Copy of Client's Authority (MC Permit)

_____ Credit Card Authorization Form

_____ A signed W-9 Form

_____ Copy of Owner Operator's and/or Driver's Driver License

_____ Limited Power of Attorney form

_____ Certificate of Insurance

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, 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 seven (7) days of such date. Our contract term is 12 months minimum and subject to the right of either party hereto to cancel the AGREEMENT at any time upon not less than fourteen (14) days written notice by certified mail of one party to another.

4. DISPATCH SERVICE METHOD

DISPATCH's objective is to design a proactive logistic plan a week in advance, based on CARRIER's territory preference. The plan is influenced by the current situation in 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 match CARRIER's preference and communicate such options with CARRIER and/or its driver. Once CARRIER agrees to accept the load, DISPATCH will send all necessary and required supporting documents to the 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, paperwork, and/or billing issues.

5. RATE PLAN

PERCENTAGE PLAN: Dispatch service for a flat fee of 10% of the load confirmation.

6. COMPENSATION

The amount due to DISPATCH will be automatically deducted from a Debit/Card provided by CARRIER on this agreement by 7pm Wednesday 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, Zelle, Wires, ACH Deposits. CARRIER will be compensated directly from other brokers/shippers handling the load, or from a factoring company chosen by CARRIER.

- If services are not paid by then, all freight services will be suspended and no loads will be dispatched the next business day.

- In the case of insufficient funds or credit card decline, there is a built-in grace period of 24 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 \$150.
- In the event, Fleetalon acquires and assigns a dedicated lane to the CARRIER, the CARRIER agrees to pay Fleetalon's standard 10% for the fixed duration of the dedicated lane.

7. NON-SOLICITATION

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 enforced and in 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, will 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.

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 always expected to 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.

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 Texas 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 Houston, Texas, 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

CARRIER

COMPANY: FLEETALON DISPATCH & LOGISTICS, LLC

COMPANY: _____

CONTACT: Von Cook, President & CEO

CONTACT: _____

SIGNATURE: _____

SIGNATURE: _____

DATE: _____

DATE: _____

LIMITED POWER OF ATTORNEY

This Limited Power of Attorney (the AGREEMENT) is made effective on _____ (date) between: FLEETALON DISPATCH & LOGISTICS, LLC. hereinafter called DISPATCH a company established under the laws of the State of Texas, 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 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 sent via e-mail 10 days in advance to DISPATCH to info@fleetalon.com

DISPATCH

CARRIER

COMPANY: FLEETALON DISPATCH & LOGISTICS, LLC COMPANY: _____

CONTACT: Von Cook, President & CEO CONTACT: _____

SIGNATURE: _____ SIGNATURE: _____

DATE: _____ DATE: _____

CREDIT CARD AUTHORIZATION FORM

I _____, hereinafter called CARRIER do hereby authorize FLEETALON DISPATCH & LOGISTICS, 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 Check One:	_____ VISA _____ MC _____ DISC _____ AMEX
Credit Card Number:	
Expiration Date: _____ / _____	CVN: _____ ZIP: _____
Authorized Weekly Payment Amount: 10%	
Starting on: _____ Ending on: _____	

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 the 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 SIGNATURE: _____

AUTHORIZATION DATE: _____

CARDHOLDER E-MAIL: _____

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-		-					
or											
Employer identification number											
					-						

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.