



## Carrier Dispatch Agreement

*(Complete and submit all required documents to [support@stradislog.com](mailto:support@stradislog.com))*

This AGREEMENT made as of the \_\_\_\_ day of \_\_\_\_\_, 2021 by and between Strategic Dispatch & Logistics and \_\_\_\_\_, licensed by the FMCSA as an inter-state carrier of property, holding authority, MC # \_\_\_\_\_ and/or DOT # \_\_\_\_\_. Strategic Dispatch & Logistics and the CARRIER have, upon due consideration, determined that a contract agreement to their mutual advantage and best interest, they hereby agree to the following terms and conditions.

### Required Documents

CARRIER must present Strategic Dispatch & Logistics with the following documents prior to the implementation of this agreement, via email at [Darryl.McGinnis@strategicdal.com](mailto:Darryl.McGinnis@strategicdal.com).

- Copy of Carrier Authority (MC Permit)
- Signed W-9 Form
- Owner Operator's and Carrier Driver License
- Limited Power of Attorney
- Certificate of Insurance
- Signed Carrier Dispatch Agreement

### Relationship

The relationship between Carrier and Strategic Dispatch & Logistics shall at all times, be that of an independent contractor. Strategic Dispatch & Logistics agrees to solicit and book freight transportation shipments for Carrier. Strategic Dispatch & Logistics shall be the agent for the Carrier as it relates to searching for loads, booking loads, dispatching, handling all paperwork.

### Agreement Term

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

### Dispatch Service Method

Strategic Dispatch & Logistics dispatchers agree to find loads that best match carrier's preference and communicate such options with carrier or company owner. Once Carrier agrees to accept the load, Strategic Dispatch & Logistics agrees to submit all necessary and required supporting documents to broker/shipper. Once the load confirmation is

received, it's forwarded to the Carrier for record keeping. Strategic Dispatch & Logistics agrees to assist Carrier with trip planning, load issues, roadside assistance, paperwork, and billing issues.

## Rate Plan

Flat fee of 10% of the gross of the rate of the load

## Compensation

The amount due to Strategic Dispatch & Logistics will be invoiced via email at 5:00 PM EST every Thursday. The payment is due by 5:00 PM EST every Friday. Payments may be submitted via PayPal or via Zelle using the following email: [support@stradislog.com](mailto:support@stradislog.com). Payments made after 5:00 PM EST on any given Friday will be accessed. a late fee in the amount of \$200.00, due on the following week scheduled invoice.

## Non-Solicitation

Carrier agrees that it will not solicit traffic from any shipper, consignor, or customer of Strategic Dispatch & Logistics where the Carrier transports loads or is made aware of such traffic, as a result of Strategic Dispatch & Logistics efforts. It is further agreed that this non-solicitation provision shall be in force and effect during the term of the AGREEMENT. In the event of non-compliance with the specific provisions of this paragraph, Carrier upon discovery of breach, will be liable to Strategic Dispatch & Logistics for 100 percent (100%) of the gross transportation revenue received by Carrier from said shippers.

## Bill of Lading

Each shipment will be evidenced by a bill of lading issued by the receiving facility. Carrier is responsible for submitting Bill of Lading to Strategic Dispatch & Logistics immediately upon receipt.

## Equipment

Carrier agrees to provide, operate, and maintain the good working condition of all motor vehicles and allied equipment necessary to perform the transportation schedule in a safe, efficient, and economical manner.

## Drivers

Carrier agrees to provide properly qualified, trained, and licensed drivers to perform the transportation and related services in a safe, efficient, and economical manner. Carrier is expected to conduct themselves in a professional manner at all times and shall ascertain and comply with all customers facility rules and regulations while on customer premises.

## 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 for loss, delay, damage to or destruction of any or all shipper's goods or property while under Carrier care. Payments by Carrier to Strategic Dispatch & Logistics or its customer, pursuant to the provisions of this section, shall be made within thirty (30) days following receipt by Carrier of Strategic Dispatch & Logistics or customer's invoice and supporting documentation for the claim.

## Sub-Contract Prohibition

Carrier specifically agrees that all freight booked by Strategic Dispatch & Logistics 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 Strategic Dispatching & Logistics.

### Indemnification

Carrier agrees to indemnify, defend, and hold Strategic Dispatch & Logistics 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. Carrier shall be responsible for and agrees to indemnify Strategic Dispatch & Logistics from any and all personal injury, property damage, loss, claim, injury, obligation, or liability arising from Carriers actions pursuant to this agreement.

### Governing Law

This agreement shall be governed by and constructed in accordance with laws of the state of Ohio both as interpretation and performance. Strategic Dispatch & Logistics and Carrier hereby consent to and agree to submit to the jurisdiction of the federal and State courts located in Ohio in connection with any claims or controversies arising out of this agreement.

Owner's initials: DM

Owner's initials: DM

Carrier initials: \_\_\_\_\_

### Dedicated Lanes

All dedicated lanes obtained by Strategic Dispatch & Logistics are subject to the flat rate of 10% for the duration of the length of this contract between dispatcher and carrier.

IN WITNESS WHEREOF, the parties hereby acknowledge and agree to this agreement as of the date first above written.

#### DISPATCH

Strategic Dispatch & Logistics

Signature: Darryl McGinnis

Print: Darryl McGinnis

Signature: Daniel McGinnis

Print: Daniel McGinnis

#### CARRIER

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

Print: \_\_\_\_\_

Owners initials: DM \_\_\_\_\_

Owners initials: DM

Carrier initials: \_\_\_\_\_

# Carrier Company Profile Information

## 1. Carrier Information

Company: (DBA):

Address:  ST:  Zip:

Contact Name:  Phone#:

Email:  Fax#:

MC#:  DOT#:

EIN/SS#:  SCAC#:

TWIC:  Hazmat:

## 2. Equipment

Number of Trucks:

Number of Trailers:  Van:  Reefer:  Flatbed:  Other:

Additional Info:

Owner's initials: DM  
Owner's initials: DM  
Carrier initials: \_\_\_\_\_

## Drivers Truck Information

TRUCK#	TRAILER#	TYPE	YEAR	DRIVER	PHONE

## Server Areas of Operation

(Please check all the boxes that apply)

- 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

## Rate Information

Desired Rate Per Mile

VAN: \$ 
 REEFER: \$ 
 FLATBED: \$

Owner's initials: DM  
 Owner's initials: DM  
 Carrier initials: \_\_\_\_\_

## Factoring Information

<b>Factoring Service</b>	
<b>Contact Name</b>	
<b>Address</b>	
<b>City</b>	
<b>State</b>	
<b>Zip</b>	
<b>Phone</b>	
<b>Email</b>	
<b>Fax</b>	
<b>Web</b>	

## Insurance Information

<b>Insurance Carrier</b>	
<b>Contact Name</b>	
<b>Address</b>	
<b>City</b>	
<b>State</b>	
<b>Zip</b>	
<b>Phone</b>	
<b>Email</b>	
<b>Fax</b>	
<b>Web</b>	

## Referrals

Name:	Cell:	Other:
Name:	Cell:	Other:
Name:	Cell:	Other:

Owner's initials: DM  
Owner's initials: DM  
Carrier initials: \_\_\_\_\_

## Dispatching Compensation

A total of 10% of the loads gross revenue booked by Strategic Dispatching & Logistics will be due weekly, every Friday by 5pm EST. Payments are excepted via PayPal or Zelle or using our email support@stradislog.com. All invoices are due by Friday at 5pm EST. Payments remitted after Friday at 5pm EST are subject to a \$200 late fee. Strategic Dispatching & Logistics is not responsible for processing the factoring of any booked loads. Processing load factoring and collecting payments from shippers are the sole responsibility of the owner operator or fleet owner. By signing this agreement, you also acknowledge and accept that Strategic Dispatching & Logistics is responsible for booking 100% of loads for all owner operators and fleet owners. All payment terms set forth by Strategic Dispatching & Logistics are final.

Client's Acceptance:

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

Print: \_\_\_\_\_

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

Company's Acceptance:

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

Print: \_\_\_\_\_

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

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

Print: \_\_\_\_\_

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

## LIMITED POWER OF ATTORNEY

This Limited Power of Attorney (the AGREEMENT) is made effective on (date) between: Strategic Dispatching & Logistics, LLC hereinafter called DISPATCH a company established under the laws of the State of Ohio, and hereinafter called Carrier, motor carrier company with MC # \_\_\_\_\_ and/or DOT # \_\_\_\_\_. Carrier hereby appoints Strategic Dispatching & Logistics as Attorney-in-Fact. Strategic Dispatching & Logistics shall have full power and authority to act on my behalf. This power and authority shall authorize Strategic Dispatching & Logistics 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. Strategic Dispatching & Logistics powers shall include, but not be limited to, the power to contact shippers and brokers on my behalf for cargo, transfer paperwork (carrier packet, rate confirmations, insurance certificates, invoices and all necessary paperwork) to shippers and brokers. This includes the power and authority to sign and execute rate confirmations and other related documents 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. Strategic Dispatching & Logistics shall not be liable for any loss that results from a judgment error that was made in good faith. However, Strategic Dispatching & Logistics 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 Strategic Dispatching & Logistics 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. I understand that such revocation is to be sent in writing immediately. In witness whereof, the parties hereto have executed this agreement on the date below.

DISPATCH: Strategic Dispatch & Logistics, LLC      CARRIER

Signature: Darryl McGinnis

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

Print: Darryl McGinnis

Name: \_\_\_\_\_

Signature: Daniel McGinnis

Print: Daniel McGinnis

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

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