



Dispatcher - Carrier Agreement

Integrity Dispatching & Logistics, LLC
Phone: (714) 409-7433 or (323) 910-7633
Email: info@integritydispatching.com

Welcome to the Integrity Dispatching, LLC's dispatching team! You have made the right decision to align yourself with a company that prides itself on honesty, integrity, and open lines of communication. To get enrolled with our dispatching services, please complete, sign and return the following items:

- Signed Dispatcher - Carrier Agreement
- Company Profile Sheet
- Copy of MC Authority
- Signed Dispatch/Carrier Agreement
- Company Profile Sheet
- Signed W-9
- Factoring Company's name, address, and phone number
- Copy of insurance certificate and a phone number for the insurance company

For questions or concerns regarding Integrity Dispatching requirements, please contact us at (714) 409-7433 or (323) 910-7633.

Thank you for choosing Integrity Dispatching, LLC as your dispatching service!

Dispatcher - Carrier Agreement

Company's Name: _____

Address: _____

City: _____

State: _____

Zip: _____

Company's Phone Number: _____

Cell Phone Number: _____

Fax Number: _____

Insurance Company's Name: _____

Insurance Company's Phone#: _____

Insurance Company Contact: _____

Factoring Company's Name: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone Number and Contact Name: _____

***All service fees are collected at time of completed transactions.

INITIALS: YOUR INITIALS / _____

1. RECITALS

This agreement is made as of this _____ day of _____ 2021, by _____ and between Integrity Dispatching, LLC and _____ (Client's Company Name), licensed by the FMCSA as an interstate carrier of property holding authority, MC # _____ and/or DOT# _____, hereinafter referred to as 'Client' and 'Integrity Dispatching and/or Dispatcher'. Client desires to retain Progressive Dispatch by executing a Limited Power of Attorney form to find and secure freight for Client and dispatch Client's equipment. Progressive Dispatch and the Client have, upon due consideration, determined that an agreement to their mutual advantage and best interest has been formed, and thereby agrees to the terms and conditions listed within this agreement.

2. RELATIONSHIP

The relationship of CLIENT and Integrity Dispatching, LLC shall at all times, be that of an independent contractor. Integrity Dispatching shall be the agent working on behalf of CLIENT to search for loads, book them, dispatch, and handle all paperwork directly with the broker and/or shipper.

3. OBLIGATIONS OF DISPATCHER

Integrity Dispatching objective is to design a proactive logistics plan based on the Client's territorial preference. The plan is influenced by the current situation on the market and/or region, in order to take advantage of the most profitable loads. Integrity Dispatching logistics coordinators (dispatchers) will find loads that best match the Client's preferences and will communicate such options with the Client and/or its driver(s).

Integrity Dispatching agrees to:

1. Find freight that best matches the outlined profile for the Client.
2. Contact Client with load matches and go over options.
3. 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 upon the Client agreeing to take a load.
4. Provide the driver with all dispatch instructions for pickup, transit and delivery.
5. Assist with any problems that arise in the transit of the load within our capabilities. The Client is responsible for its own equipment. We will put forth our best effort to direct clients to a service that might be of help.
6. Hold on to the dispatch, accessorial information, etc. until the load is completed. Once completed, Integrity Dispatching will email or fax all documents to the Client.
7. Forward the final load confirmation and mail all documentation to the Client, concluding that all services have been performed in full.

INITIALS: YOUR INITIALS / _____

4. OBLIGATIONS OF CARRIER

1. CARRIER agrees to pay Integrity Dispatching percent (10%) of the face value of the contract between the SHIPPERS, CARRIER as stated on the load confirmation sheet. Carrier further agrees to pay Integrity Dispatching at time of securing cargo.
2. CARRIER gives Integrity Dispatching authority to provide his signature for rate confirmation sheets, invoices and associated paperwork necessary for securing cargo and billing purposes. The terms of this agreement shall be perpetual, provided that either party may terminate the same by giving 30 days written notice to the other.
3. SHIPPER agrees to pay CARRIER 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 CARRIER shall be established between 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 by SHIPPER to CARRIER. Confirmation will be signed by Integrity Dispatching and returned via FAX to SHIPPER.
4. CARRIER shall be liable for loss, damage, or liability occasioned by the transportation of property arranged by Integrity Dispatching, SHIPPER while in the possession of carrier.
5. CARRIER agrees to hold Integrity Dispatching, SHIPPER harmless from any liability for personal injury or property damage occurring during operation conducted by CARRIER pursuant to this agreement.
6. CARRIER will be responsible to comply with all applicable state and federal regulations pertaining to the operation of a motor carrier.
7. CARRIER and DISPATCHER agree that Integrity Dispatching, at great expense, has developed a broad customer base of shippers, receivers, and brokers that is essential to the successful operations of his company. CARRIER and Integrity Dispatching agree that disclosure of the identity of one or more of the companies said customers to CARRIER constitutes valuable consideration. During the term of this AGREEMENT and for a period of two (2) years from its termination, CARRIER shall not, directly or indirectly, solicit or do business years from its termination, CARRIER shall not, directly or indirectly, solicit or do business involving transportation or of a warehousing nature with any the companies customers who are serviced by CARRIER as a result of this AGREEMENT unless otherwise agreed by the parties in writing.
8. Carrier acknowledges that the customer information being provided by Integrity Dispatching is the sole and exclusive property of Integrity Dispatching and that neither it, nor any employee, agent, or subcontractor shall back-solicit, directly or indirectly, communicate or perform any service for compensations for any account of Integrity Dispatching which has previously tendered to CARRIER for transportation, nor shall it pass on or reveal any customer information obtained to any other person or company.

INITIALS: YOUR INITIALS / _____

9. Solicitation prohibited under this AGREEMENT means participation in any conduct, whether direct or indirect, the purpose of which involves transportation and/or handling of property by CARRIER for which CARRIER does, or did in the past, provide such service for that customer under arrangements first made or procured by Integrity Dispatching. Solicitation includes conduct initiated or induced by CARRIER, or accepted by CARRIER, upon inducement by Integrity Dispatching efforts.

10. If CARRIER should perform services of a transportation or warehousing nature for compensation for any Integrity Dispatching customer without prior documented authorization from Integrity Dispatching during the applicable time period in violation of this AGREEMENT, CARRIER shall pay to Integrity Dispatching within ten (10) days of each such violation an amount equal to (10%) of all revenues invoiced by CARRIER to the solicited customer. Where a dispute or disagreement arises, both parties agree to tender the issue to binding arbitration in the "State of Your State".

11. CARRIER acknowledges that a breach of this provision will give rise to immediate and irreparable injury to Integrity Dispatching, which is inadequately compensated in damages. Accordingly, CARRIER agrees that Integrity Dispatching is entitled to obtain injunctive relief against the breach or threatened breach by CARRIER of this obligation, in addition to any other legal remedies, which may be available. CARRIER further acknowledges that the precise damages Integrity Dispatching would sustain out of any breach of this covenant may be difficult to ascertain and agrees that it shall pay as damages, twenty five (25) percent of the aggregate of all rates and charges assessed by CARRIER for transportation services provided to any account of Integrity Dispatching that is handled in contravention of this agreement, plus liquidated damages of ten thousand (\$10,000.00) dollars.

12. CARRIER agrees that it will function under terms of this agreement strictly as duly permitted contract carrier, and hereby waives any and all rate provisions, which may be contained in its published carrier tariffs. 13. This agreement shall be deemed to be effective on the first date that CARRIER, DISPATCHER, and SHIPPER commence business together, and the parties hereby agree that the provisions herein properly express and memorialize the complete understanding as contained in any prior agreement either written or verbal.

5. DISCLAIMER

Integrity Dispatching is NOT responsible for:

1. Advances. (All advances will have to be handled directly between Client and shipper/broker unless requested by Client.)
2. DOT compliance issues.
3. SPIKE INSURANCE.
4. Processing the factoring of any booked loads. This is the sole responsibility of the owner operator or fleet owner.

INITIALS: YOUR INITIALS / _____

6. JURISDICTIONS AND VENUE

Integrity Dispatching and Client hereby consent to and agree to submit to the jurisdiction of the Federal and state courts located in Los Angeles County, California in connection with any claims or controversies arising out of the Agreement.

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

DISPATCH COMPANY NAME: Integrity Dispatching, LLC

Printed Name and Title: Cedric Ross/Joshua Smith, Operations Manager / Lead Dispatcher

Date: _____

CLIENT'S NAME: _____

Printed Name and Title: _____

Signature: _____

Date: _____

INITIALS: YOUR INITIALS / _____

Limited Power of Attorney Form

This Limited Power of Attorney Agreement is made effective on _____ (date) between Integrity Dispatching, a company established under the laws of the State of Georgia and hereinafter referred to as Integrity Dispatching, LLC and _____, with a MC # _____ and/or DOT number of _____, which is hereinafter referred to as Client.

Client hereby appoints Integrity Dispatching, LLC as Attorney-in-fact (Agent). Integrity Dispatching agents shall have full power and authority to act on Client's behalf. This power and authority shall authorize Integrity Dispatching to manage and conduct affairs and to exercise all rights and powers for the specific purpose of contracting loads of freight to be hauled by _____

Client is giving and granting said dispatcher of Integrity Dispatching full power and authority to do and perform every act that is necessary within the scope of the specific terms (set out herein). Integrity Dispatching powers shall include, but not be limited to the power to:

- Providing professional dispatch services, including the power to contact drivers, shippers, and brokers on Client's behalf for cargo
- Transferring paperwork such as carrier packets, rate confirmations, insurance certificates, invoices, and all other necessary paperwork to shippers and brokers
- Signing and executing rate confirmations and other documents for freight

This Power of Attorney shall become effective immediately and shall remain in full force until revoked by Client in writing. Client understands that such revocation is to be sent in writing, by emailing info@integritydispatching.com. Client understands that should a written revocation be sent to Integrity Dispatching that a confirmation/receipt of the email will be sent to Client.

In witness whereof, the parties hereto have executed this agreement on the date below.

DISPATCH COMPANY NAME: Integrity Dispatching, LLC

Printed Name and Title: Cedric Ross/Joshua Smith, Operations Manager / Lead Dispatcher

Date: _____

CLIENT'S NAME: _____

Printed Name and Title: _____

Signature: _____

Date: _____

INITIALS: YOUR INITIALS / _____