



Dispatcher-Carrier Agreement

1. RECITALS

This agreement made as of this _____ day of _____ 20____ by and between **LEGENDS 1 LOGISTICS, LLC (“DISPATCH”)** and _____, hereinafter referred to as **“CARRIER”**, desires to retain **LEGENDS 1 LOGISTICS, LLC** by executing a Limited Power of Attorney form to find and secure freight for **CARRIER** and dispatch **CARRIER’S** equipment. Prior to the implementation of this agreement **CARRIER** must furnish to **DISPATCH** the following documents:

1. This Agreement form completed, dated, and signed.
2. A signed Limited Power of Attorney form.
3. A completed Company Profile Sheet.
4. Truck Operation Form.
5. A list of any established references (at least three).
6. Copy of CARRIER’S Authority.
7. Copy of DOT#.
8. A signed W-9.
9. Proof of Insurance Certificates**.

**We require at least \$1,000,000 in Liability and at least \$100,000 in Cargo Coverage.

2. RATE AGREEMENT (Please check plan preferred)

- 8% Pay Per Load SEMI- Power Only
- 8% Pay Per Load SEMI- Dry Van, Reefer, Flat Bed, or Step deck
- 9% Hotshots 35 foot-40 foot
- 9% Hotshots 24-foot -30 foot
- 9% PART-TIME- part time trucks are charged more if you choose not to use us on every load. It takes time away from the dispatcher finding loads for full-time trucks.
- 9% PART-TIME Hotshot 24 foot- 30 foot
- 10% Box Truck

3. EFFECTIVE DATE

The Agreement shall be in effect upon the date signed by both parties to this Agreement and shall be in effect until the revocation of the Limited Power of Attorney or until notice is given by Company name. **CARRIER** must send notification by mailing said Revocation Notice to: **dispatch@legends1logistics.com** or faxing said Revocation Notice to **(404)393-.0023**



4. STATEMENT OF WORK

DISPATCH will:

1. Find freight that best matches profile for the **CARRIER**.
2. Contact **CARRIER** with load matches and go over options.
3. Fax to shipper/broker the **CARRIER's** Authority, W-9, proof of insurance, and order insurance certificates if required, along with any other required supporting documentation upon the **CARRIER** agreeing to take a load.
4. Handle the setting of appointments if necessary.
5. Provide the driver with all dispatch instructions for pickup, transit, and delivery.
6. Assist with any problems that arise in the transit of the load when necessary if within our capabilities. The **CARRIER** is responsible for own equipment. We can try to direct **CARRIER** to a service that might be of help.
7. Hold on to the dispatch, accessorial information, etc. until the load is completed. Once completed **DISPATCH** will mail or fax all documents to **CARRIER**.
8. Forward the final load confirmation and mail all documentation to the **CARRIER**, concluding that all services have been performed in full.

5. CONSIDERATION

The **CARRIER** agrees to pay **DISPATCH** as per the agreed quotes and terms, as stated in Section 2 of this agreement. This agreed term rates will be required to be paid **DISPATCH** as per the conditions of the agreement. A five (5) day grace period will be allowed before the account becomes overdue. At ten (10) days the account will be suspended and a reactivation fee of **\$75.00** will apply in addition to any overdue fees. After 30 days the account may be placed for collection **DISPATCH** will invoice **CARRIER** as per the terms of the agreement via Email, U.S. Mail or faxing said invoice. Payment can be made to **LEGENDS 1 LOGISTICS, LLC** by PayPal, Zelle, Square Cash, Cash App, and bank transfer.

6. ADDITIONAL PROVISIONS

Once service has concluded per Page 2 of Section 4 line 8 it will be the responsibility of the **CARRIER** to handle directly with the shipping party any overages, shortages, damages, or billing and collections issues. In no event will **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.

CARRIER agrees to hold harmless, before, during and after the contract, all direct or indirect damages resulting from **CARRIER** hauling of shipper's freight. This includes but is not limited to loading and unloading problems or issues, delays, overages, shortages, damages, and billing and collection issues and hours of services.

Initials (Dispatch- Carrier) _____, _____



ADDITIONAL PROVISIONS (cont.)

CARRIER will be responsible for notifying **DISPATCH** of changes to authority, insurance, client profile or ownership. **DISPATCH** will work within the established parameters of the **CARRIER** Company/**Carrier** Profile and will notify **CARRIER** of best-matched loads for approval prior to making haul commitment. **DISPATCH** will fax/email all necessary documentation to the broker/shipper directly, along with final approval once **CARRIER** or designated representative has approved load. **DISPATCH** will notify **CARRIER** of load required qualifications or additional insurance necessary. **DISPATCH** will furnish to **CARRIER** necessary information for qualification of insurance required. In the event that **DISPATCH** books a load with the **CARRIER'S** approval and/or matching the **CARRIER'S** truck posting, the **CARRIER** agrees to pay **DISPATCH** as agreed in Section 2 of this Agreement for services rendered. NOTE: To avoid charges for unavailable equipment, it is imperative to notify **DISPATCH** immediately if the truck is loaded from another source or no longer available for any reason. If **CARRIER** does not give the proper notice that the truck is no longer available, **CARRIER** may be subject to a **\$100** fine that **MUST** be paid **BEFORE** we can accept any further opportunities for the truck. **CARRIER** agrees that if a higher line haul rate is needed for the shipment, they will notify **DISPATCH** before the load is secured. Once the **CARRIER** tells the **DISPATCH** they will accept the shipment at a specific rate, this is verbal acceptance, and the load is secured. Should the carrier back out or ask for more money after the load has been secured, there will be a penalty of **\$100** for the first occurrence and **\$200** for the second occurrence that **MUST** be paid before we can accept another load on the **CARRIER'S** behalf. If this happens more than twice (2), **DISPATCH** has the right to terminate the agreement between **DISPATCH** and the **CARRIER**. **CARRIER** agrees that they will advise **DISPATCH** in a timely fashion should the **CARRIER** not be available for dispatch more than one (1) day at a time. (If **CARRIER** is not working for any amount of time, please let us know ASAP so that we do not plan any loads for **CARRIER'S** truck.)

7. DISCLAIMER

DISPATCH is NOT responsible for:

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



8. GOVERNING LAW

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

9. JURISDICTIONS AND VENUE

DISPATCH and **CARRIER** hereby consent to and agree to submit to the jurisdiction of the Federal and state courts located in ATLANTA, GEORGIA 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.

LEGENDS 1 LOGISTICS, LLC

(Print Company Name)

Kimberly M. Nabors

(Signature of Company Officer)

KIMBERLY NABORS

(Print Company Officer's Name)

OWNER/DISPATCHER

(Company Officer's Title)

(Date)

(Print Company Name)

(Company Representative)

(Print Representative Name)

(Company Officer's Title)

(Date)



AGREEMENT FOR DISPATCHER SERVICES

ATTACHMENT "A"

This attachment pertains to the selected level of service noted on Page 1 Section 2 of this agreement for _____ (**CARRIER**) and will remain in effect until either **CARRIER** requests to have a change in service, wishes to terminate this Service Agreement, or **CARRIER** is canceled by **DISPATCH** for cause.

Percentage Rate Agreement: This plan is detailed as a percentage of gross revenue rate plan, which is for services provided. This plan includes all services listed on Page 1 Section 4-line items 1 – 9 of this agreement. The cost of this plan is the percentage chosen of the gross revenue (excluding accessorial) per truck enrolled with **DISPATCH**. Invoices will be sent out weekly. Payment for this plan is to be made in full within 3 days of the invoice date. Payment can be made according to Page 2 Section 5 of this agreement.

OTHER PROVISIONS: Nonpayment pertaining to all service plans. There is a built-in grace period of 5 days after the due date. **CARRIER** will then be notified on the outstanding payment. After 10 days past due the account is subject to suspension. If an account is suspended, the account must be paid current and is subject to a reinstatement fee of \$200.00 prior to the account being reactivated.

CARRIER _____ DATE _____

BY _____

Initials (Dispatch- Carrier) _____, _____



Kimberly Nabors/ Owner

Email: kn@legends1logistics.com

Phone: (404)942-8626/ E-fax: (404)393-0023

www.legends1logistics.com