

FREIGHT DISPATCH AGREEMENT

The effective date of this agreement is the _____ day of _____ 20____, by and between _____ hereafter referred to as the "OWNER OPERATOR", and _____ hereafter referred to as the "FREIGHT DISPATCHER."

OWNER OPERATOR affirms to being leased to a legally sanctioned motor carrier of property by the USDOT and FMCSA: _____ with MC # _____ and USDOT # _____.

The relationship of the OWNER OPERATOR and FREIGHT DISPATCHER shall be that of an INDEPENDENT CONTRACTOR. Neither party shall be considered to be the agent or employee of the other.

OWNER OPERATOR RESPONSIBILITIES:

OWNER OPERATOR agrees that it shall be responsible for any loss, delay, destruction, theft, damage or liability, of whatever nature, which arises from the transportation of any freight arranged for by the FREIGHT DISPATCHER.

OWNER OPERATOR shall promptly perform the transports arranged by the FREIGHT DISPATCHER and accepted by the OWNER OPERATOR and represents that its operations will comply with all applicable state and federal laws and regulations in regard to moving intrastate and interstate freight.

OWNER OPERATOR shall provide all equipment necessary to perform work under this agreement.

OWNER OPERATOR will assume full responsibility for all salaries, insurance, taxes, pensions, premiums, contributions and benefits of OWNER OPERATOR's drivers in the performance of this agreement.

OWNER OPERATOR has the sole responsibility to maintain the minimum insurance levels as prescribed by the F.M.C.S.A and by the freight broker or shipper.

AGREEMENT TERMS:

- The CARRIER authorizes the OWNER OPERATOR to authorize FREIGHT DISPATCHER to execute and sign the set-up carrier packets and rate confirmations on CARRIER'S behalf to acquire load.
- Rate confirmation will be sent to driver via email on each load secured by FREIGHT DISPATCHER.
- OWNER OPERATOR must call or text FREIGHT DISPATCHER when loaded with any information requested by Freight Broker or Shipper (such as Bill of Lading number, pieces and weight, ETA).
- OWNER OPERATOR must call or text FREIGHT DISPATCHER when load is delivered to confirm delivery accepted without exception or other problem.
- Any exception upon delivery must be immediately conveyed to FREIGHT DISPATCHER before the driver leaves the consignee's facility if detention/TONU/layover pay will be requested.
- OWNER OPERATOR will follow any reasonable special instructions the FREIGHT DISPATCHER provides for the performance of this agreement.
- OWNER OPERATOR will meet or exceed the usual/accepted industry standards in the transport of freight.

AGREEMENT TERMS (cont'd):

Both the FREIGHT DISPATCHER and the OWNER OPERATOR understand that this agreement does not bind the respective parties to a mutually exclusive service to each other. Rather, the FREIGHT DISPATCHER may enter into similar agreements with other CARRIERS/ OWNER OPERATOR and the CARRIER may enter into similar agreements with other FREIGHT DISPATCHERS.

This agreement terminates in the event of any of the following reasons with a courtesy 3-day notice required:

- FREIGHT DISPATCHER cancels service for non-payment;
- OWNER OPERATOR ceases business or discontinues service; or
- FREIGHT DISPATCHER or OWNER OPERATOR cancels service for operational issues, service dissatisfaction, communications issues, etc.

BILLING TERMS

FREIGHT DISPATCHER will invoice OWNER OPERATOR to pay for the above freight dispatch service performed based on the rate of _____% of gross revenue per truck per week **OR** a flat rate of _____ per truck per week. Payment to FREIGHT DISPATCHER by OWNER OPERATOR shall be complete and final without recourse. OWNER OPERATOR will pay each _____ for the previous Monday through Sunday work week. Failure to pay within 3 days will result in FREIGHT DISPATCHER ceasing to book loads. FREIGHT DISPATCHER shall resume booking loads when the invoice is satisfied.

Acceptable forms of payment are Visa, Mastercard, Zelle, PayPal and CashApp. FREIGHT DISPATCHER will provide OWNER OPERATOR with weekly receipts.

A \$ _____ late fee will be assessed for all late payments.

AGREEMENT EXECUTION

This agreement constitutes the entire agreement between FREIGHT DISPATCHER and OWNER OPERATOR and may not be amended, modified, or waived except by written agreement, signed by FREIGHT DISPATCHER and OWNER OPERATOR.

FREIGHT DISPATCHER and OWNER OPERATOR have executed this agreement as of:

FREIGHT DISPATCHER		OWNER OPERATOR	
Print Name:		Print Name:	
Signature:		Signature	
Phone:		Phone:	
Fax:		Fax:	
Email:		Email:	