



Beacon, New York

info@vlinderlogistics.com

718-730-3390

www.vlinderlogistics.com

## **AGREEMENT FOR DISPATCH SERVICES**

**The CARRIER must prior to the implementation of this agreement furnish to VLINDER LOGISTICS LLC the following:**

1. A Copy of CARRIER'S MC Authority
2. Copy of CARRIER'S insurance certificate and a phone number for your insurance company
3. Signed W-9 form
4. This Agreement form completed, dated, and signed
5. Notice of Assignment (If Applicable)
6. CARRIER'S factoring company's name, address, and contacts phone number

## **AGREEMENT FOR DISPATCH SERVICES**

### **1. RECITALS**

This agreement made as of this \_\_\_\_\_ (day) of \_\_\_\_\_ (month), **20** \_\_\_\_\_, by and between **VLINDER LOGISTICS LLC** hereinafter referred to as DISPATCHER and

\_\_\_\_\_ (Contact Name) of  
\_\_\_\_\_ (Company Name), hereinafter referred to as CARRIER. WHEREAS, DISPATCHER is a transportation dispatcher handling the necessary paperwork between a SHIPPER and the CARRIER in order to secure "CARGO" for said CARRIER.

WHEREAS, CARRIER is a Motor CONTRACT Carrier (Carrier/Owner Operator) subject to the jurisdiction of the ICC, desiring to retain DISPATCHER to provide dispatch services. WHEREAS, DISPATCHER is a transportation dispatcher handling the necessary paperwork between shippers, brokers, and the CARRIER. NOW, THEREFORE, in consideration of the promises and covenants hereinafter contained it is mutually agreed by and between parties hereto as follows:



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**Incorporation of Recitals :** The foregoing Recitals are expressly incorporated into and made a part of this Agreement.

## AGREEMENT

### 2. STATEMENT OF WORK

**(a) DISPATCHER will:**

1. Book loads on the CARRIER'S behalf.
2. Send rate confirmations to CARRIER.
3. Find freight that best matches the profile for the CARRIER.
4. Upon the CARRIER agreeing to the load, DISPATCHER will email 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.
5. Handle the setting of appointments if necessary.
6. Prepare directions to shipper/consignee, if necessary.
7. Provide access to our rates and shippers depending on location of the truck.
8. Assist with any problems that arise in the transit of the load when necessary, within our capabilities. CARRIER is responsible for own equipment; we can direct you to a service that may be helpful.
9. All load information is always available to the CARRIER, DISPATCHER will hold on to the dispatch, accessorial information, etc. until the load is completed.
10. Upon forwarding the final load confirmation, and mailing all documentation to the CARRIER, the services of DISPATCHER have been fully performed.
11. Book and communicate load information to drivers between **8AM and 7PM** Monday-Friday. CARRIER will reach out to the broker for any issues regarding the load after **7PM**.

### 3. OBLIGATIONS OF DISPATCHER

- (a) DISPATCHER agrees to handle paperwork, phone, and email to and from the BROKER or SHIPPER to tender commodities or shipments to CARRIER for transportation in interstate commerce by CARRIER between points and places within the scope of CARRIER'S operating authority.
- (b) DISPATCHER bears no financial or legal responsibility in the transaction between the SHIPPER, CARRIER agreement.
- (c) Make a one hundred (**100%**) percent effort to keep CARRIER'S truck(s) loaded.
- (d) CARRIER will be contacted about every load we find, and the driver will Accept or Reject the load. CARRIER cannot cancel once the load is booked.
- (e) Invoice the CARRIER at time of service, also provide a copy of each load Confirmation Sheet, CARRIER is being billed for.



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## 4. OBLIGATIONS OF CARRIER

- (a) CARRIER gives DISPATCHER authority to provide his/her signature for rate confirmation sheets, invoices and associated paperwork necessary for securing cargo and billing purposes.
- (b) CARRIER agrees to text DISPATCHER when they arrive at the shipper.
- (c) CARRIER agrees to text DISPATCHER once loaded.
- (d) CARRIER agrees to text DISPATCHER once they arrive to the receiver.
- (e) CARRIER agrees to text DISPATCHER once loaded from receiver.
- (f) CARRIER is responsible for contacting roadside, in the event of a breakdown. We recommend signing up with a roadside company and issuing that contact info to your driver. CARRIER is responsible for payment of any needed repairs.
- (g) CARRIER nor driver is allowed to cancel once a load is booked.
- (h) CARRIER is responsible for obtaining all permits.
- (i) CARRIER can provide ELD tracking information to DISPATCHER in efforts to seamlessly update brokers on load's whereabouts. If CARRIER chooses not to, CARRIER must adhere to effective communication standards set by DISPATCHER.
- (j) CARRIER agrees to pay DISPATCHER ten (**10%**) percent of the face value of the contract between the SHIPPER, CARRIER as stated on the load confirmation sheet.
- (k) CARRIER gives DISPATCHER 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 same by giving **30 (thirty)** days written notice to the other.
- (l) CARRIER agrees to collect payment from the SHIPPER 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 digitally by SHIPPER to CARRIER. Confirmation will be signed by DISPATCHER and returned digitally to SHIPPER.
- (m) CARRIER shall be liable for loss, damage, or liability occasioned by the transportation of property arranged by DISPATCHER, SHIPPER while in the possession of carrier.
- (n) CARRIER shall be liable for loss, damage, or liability occasioned by the transportation of property arranged by DISPATCHER, SHIPPER while in the possession of carrier.
- (o) CARRIER agrees to hold DISPATCHER, SHIPPER harmless from any liability for personal injury or property damage occurring during operation conducted by CARRIER pursuant to this agreement.



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- (p) CARRIER and DISPATCHER agree that DISPATCHER, 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 DISPATCHER 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 company's customers who are serviced by CARRIER as a result of this AGREEMENT unless otherwise agreed by the parties in writing.
- (q) CARRIER acknowledges that the customer information being provided by DISPATCHER is the sole and exclusive property of DISPATCHER 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 DISPATCHER 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.
- (r) CARRIER agrees not solicit any members of DISPATCHER for hire or to engage in a contract for services in any capacity, during the term of this AGREEMENT and for a period of two **(2)** years from its termination.
- (s) 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 DISPATCHER. Solicitation includes conduct initiated or induced by CARRIER, or accepted by CARRIER, upon inducement by DISPATCHER efforts.
- (t) If CARRIER should perform services of a transportation or warehousing nature for compensation for any DISPATCHER customer without prior documented authorization from DISPATCHER during the applicable time period in violation of this AGREEMENT, CARRIER shall pay to DISPATCHER within ten (10) days of each such violation an amount equal to ten (10%) percent 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".



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- (u) CARRIER acknowledges that a breach of this provision will give rise to immediate and irreparable injury to DISPATCHER, which is inadequately compensated in damages. Accordingly, CARRIER agrees that DISPATCHER 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 DISPATCHER 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 DISPATCHER that is handled in contravention of this agreement, plus liquidated damages of ten thousand (**\$10,000.00**) dollars.
- (v) CARRIER agrees that it will function under terms of this agreement strictly as duly permitted contract carrier, and hereby waves any and all rate provisions, which may be contained in its published carrier tariffs
- (w) 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.

Once a load has been set up for the CARRIER and all information given, it will be the responsibility of the CARRIER to handle directly with the shipping party any problems, issues, delays, overages, shortages, damages, or billing and collections issues, unless, you have made arrangements for additional services from DISPATCHER. In no event will DISPATCHER 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. We do not guarantee a minimum gross amount for trucks under our dispatch service; however, our weekly gross goal is seven thousand (**\$7,000**) dollars with maximum effort from the CARRIER. Each truck, however, is able to gross more depending on variables such as market conditions, driver availability & preferences, truck type, etc.



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## 5. DISCLAIMER

### (a) DISPATCHER 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.)
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

## 6. GOVERNING LAW

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

## 7. JURISDICTIONS AND VENUES

DISPATCHER and the CARRIER hereby consent to and agree to submit to the jurisdiction of the Federal and state courts located in New York, in connection with any claims or controversies arising out of the Agreement. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as the date written.



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Date:

(CARRIER : Print Company Name)

(CARRIER : Signature of Representative)

(CARRIER : Print Representative Name/Title)

Date:

DISPATCHER

(DISPATCHER : Representative's Name/ Title)