

# Dispatcher- Carrier Agreement (Fill out and print)



What we need to do business and get you a load.

1. Copy of MC Authority.
2. Copy of your insurance certificate and a phone number for your insurance company.
3. Signed W-9 form.
4. Signed Contract for services.
5. Company profile completed.
6. Your factoring company's name, address, and contacts phone number.

Please complete the following information so that we may better serve you.

**\*\*You will receive an invoice faxed to the location you selected; you pay only the amount of the invoice –no hidden charges.**

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: \_\_\_\_\_

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

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

\*\*\*\*6% of Rate Confirmation for Load By Load Dispatch service\*\*\*\*

\*\*\*\*\$150.00 a month Administration fee + 6% of each load for full back office package\*\*\*\*

\*\*\*\*\$100.00 Reinstatement fee for all suspended accounts\*\*\*\*

## Dispatcher –Carrier Agreement

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between “**Bardo Transport, LLC**”, hereafter referred to as DISPATCHER, and \_\_\_\_\_, Hereinafter referred to as CARRIER. WHEREAS, DISPATCHER is a transportation dispatcher handling the necessary paperwork between a SHIPPERS and the CARRIER in order to secure “CARGO” for said CARRIER.

WHEREAS, CARRIER is a Motor CONTRACT Carrier subject to the jurisdiction of the ICC: NOW, THEREFORE, in consideration of the promises and covenants hereinafter contained it is mutually agreed by and between parties hereto as follows:

### OBLIGATIONS OF DISPATCHER

1. DISPATCHER agrees to handle paperwork, phone, fax calls to, from the SHIPPER to tender commodities shipments to CARRIER for transportation in interstate commerce by CARRIER between points and places within the scope of CARRIER'S operating authority.
2. DISPATCHER bears no financial or legal responsibility in the transaction between the SHIPPER, CARRIER agreement.

### OBLIGATIONS OF CARRIER

1. CARRIER agrees to pay DISPATCHER percent ( **6%**) of the face value of the contract between the SHIPPER, CARRIER as stated on the load confirmation sheet. Carrier further agrees to pay DISPATCHER at time of **Receiving invoice**.
2. 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 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 it's 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 DISPATCHER and returned via FAX to SHIPPER.
4. 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.
5. 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.
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 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 **six (6) months** 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 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.
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 DISPATCHER. Solicitation includes conduct initiated or induced by CARRIER, or accepted by CARRIER, upon inducement by DISPATCHER efforts.
10. 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 (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 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.

12. 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.

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.

**Bardo Transport, LLC**

BY:  **Eugene Bardo**

TITLE: **President**

DATE: \_\_\_\_\_

CARRIER:

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Please Check the Package you wish to use!

- 6% Load By Load Package
- \$150 a month + 6% of Rate Confirmation Back Office Package

**LIMITED POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS that I \_\_\_\_\_ of \_\_\_\_\_, hereby make, constitute, and appoint **Bardo Transport, LLC.**, as my true and lawful attorney in fact for me and in my name, place, and stead; for the following purposes only:

- To transfer documents
- Accept loads
- Discuss my accounts and invoice customers
- Modes of communication for requesting and receiving information may include telephone, email, fax or mail

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

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

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

MC# \_\_\_\_\_

**The client agrees to pay Bardo Transport, LLC 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 to Bardo Transport, LLC as per the conditions of the agreement. (i.e. a 15 day subscription) A 5-day grace period will be allowed before the account becomes overdue. At 15 days, the account will be suspended and a reactivation fee of \$100 will apply in addition to any overdue fees. After 20 days, the account may be placed for collection.**

**Bardo Transport, LLC, will invoice client as per the terms of the agreement via E-mail, U.S. mail or faxing said invoice. Payment can be made to Bardo Transport, LLC by Certified Check, Money order, Paypal and bank transfer. Once the payment is processed Client will be sent a confirmation receipt via email, fax or U.S. mail**

**Bardo Transport, LLC is NOT responsible for:**

- 1. Billing issues**
- 2. Load problems**
- 3. Advances (all advances will have to be handle directly between Client and shipper/broker)**
- 4. Handling and storage of paperwork (all documents will be sent to the client unless other arrangements are made.)**
- 5. DOT compliance issues.**

\* Once a load has been set up for the client and all information given, it will be the responsibility of the client to handle directly with the shipping party, any problems, issues, delays; overages, shortages, damages, or billing and collection issues. Unless you have made arrangements for additional services from Bardo Transport, LLC.

\* In no event will Bardo Transport, LLC be liable for any incidental, consequential, or indirect damages for the loss of profits or business interruption arising out of the use of service;

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

\* Client will be responsible for notifying Bardo Transport, LLC of changes to Authority, insurance, client profile, or ownership;

\* Bardo Transport, LLC will work within the established parameters of the client's company profile;

\* Bardo Transport, LLC will notify client of load required qualifications or additional insurance. Bardo Transport, LLC will furnish to client, necessary information for qualification of insurance required, and;

\* In the event that Bardo Transport, LLC books a load matching the client's truck posting, the client agrees to pay Bardo Transport, LLC as agreed in Section 2 of this agreement for services rendered. NOTE: To avoid charges for unavailable equipment, it is imperative to notify Bardo Transport, LLC immediately if the truck is loaded from another source.

\* Client agrees to notify Bardo Transport, LLC before 9:00am CST on the day the truck or trucks are available for dispatch and advise Bardo Transport of any immediate status change or delays. If you do not give the proper notice that the truck is no longer available, you may be subject to a \$50 fine that MUST be paid before we can accept any further opportunities for the truck.

\* Client agrees that if a higher line haul rate is needed for the shipment they will notify Bardo Transport LLC, dispatcher before the load is secured. Once the carrier tells the dispatcher at Bardo Transport, LLC, they will accept the shipment at a specific rate, this is a 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 \$50 for the first occurrence, \$100 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), Bardo Transport, LLC has the right to terminate the agreement between Bardo Transport, LLC, and the carrier.

\* Client agrees that they will advise Bardo Transport, LLC in a timely fashion should the client not be available for dispatch more than 1 day at a time. (If you are not working for any amount of time, please let us know ASAP so that we do not plan any loads for you truck)

\* Client has the right to end agreement at any time for any reason as long as client account is up to date with no fees being owed.

