

CARRIER - DISPATCHER “Contractor” AGREEMENT

Non-Exclusive Agreement – ALL Carriers Tracked by Broker’s choice for load tracking

Along with this agreement, you must provide the following documents in PDF files:

- 1) Signed W-9 Form
- 2) Carrier Intake Form – I will call you for this info
- 3) Certificate of Insurance
- 4) Factoring Company NOA and/or Voided Check with QP Form
- 5) MC Authority Proof
- 6) Insurance Company COI Quick Access information
- 7) RMIS carrier number
- 8) All equipment unit numbers, Driver Names, Cells and Emails

*Most shippers require at least one million in Automobile Liability and 100,000 in Cargo Insurance. Power-Only must have trailer interchange

Agreement

This agreement made, as of this _____ day of _____, 20___ by and between Independent Freight, LLC hereinafter referred to as a licensed bona fide agent of the motor carrier aka: Dispatcher or Administrative Consultant and _____ hereinafter, referred to as the Motor Carrier.

Whereas, Carrier is a FMCSA motor contract carrier, desiring to retain Independent Freight LLC by executing a Limited Power of Attorney form to secure freight, dispatch carrier’s equipment and perform all regulatory functions for the carrier if chosen and any other administrative duties with the realm of the definition of a bona fide agent of the motor carrier.

Whereas, Independent Freight is a carrier’s subcontracted dispatcher and a logistics administrative service provider handling the necessary paperwork between brokers, factoring companies, and carriers.

- Independent Freight agrees to find freight that best matches profile for the carrier's preferences however; we cannot get more than the market averages for each type of equipment especially, with different variables like: no CDL Hotshots, no winch, no TWIC, no second form of ID for military freight or driver felony convictions, young MC authorities, no DOT inspections listed on the FMCSA Safer Snapshot, etc.
- Upon carrier's approval, Independent Freight shall execute any documents necessary for load to be awarded to the carrier, i.e.: W-9, COI, MC number, contracts, this contract, and factoring company NOA.
- Independent Freight shall handle all negotiating of rates, appointment scheduling or rescheduling, truck routing, inclement weather alerts, obtaining of oversize permits and roadside assistance calls.
- Upon load completion, Independent Freight shall forward all documents pertaining to the load to the necessary agents, i.e.: Broker and factoring company. Documents such as: invoice, signed BOL, rate con, and any accessorial fees incurred. * Our dispatchers cannot be responsible for delayed payments due to the drivers not getting every stops receiving signatures or not doing paperwork correctly. Do not hold up dispatching pay for driver error.
- Independent Freight shall assist the carrier with any collections of accessorial fees or agreed rates until all efforts are exhausted. Carrier realizes that accessorial fees are difficult to collect and may need to be written off.
- Independent Freight shall make effort to keep the carrier's equipment loaded and in production status within the scope of the carrier's operating authority, regions, type of equipment and information provided on the carrier's intake form, while reporting the status of loads throughout the day.
- Independent Freight shall invoice the carrier at the end of each load completed.
- Independent Freight shall provide the carrier/driver with any upcoming regulatory reminders.
- Independent Freight shall provide the carrier with any specified regulatory functions if they have chosen above.

The carrier is not obligated to work exclusively with Independent Freight dispatching or administrative services. Carrier may choose his/her own loads

from brokers, shippers or load boards at any time during the duration of this agreement.

Carrier agrees to provide Independent Freight the authority to provide his/her signature for any rate confirmations, invoices, and associated paperwork necessary for securing freight, collection, administrative, and billing purposes.

Carrier agrees to transport freight safely without any damages or shortages. If damages or shortages occur, carrier agrees to provide the necessary insurance information to the necessary entities and hold Independent Freight and their agents harmless of any liabilities.

Carrier agrees to compensate Independent Freight an amount of 10% of the load revenue excluding any accessorial fees and fuel surcharges which shall be paid to the carrier at 100% for their losses in time and fuel.

Carrier agrees to compensate Independent Freight an amount of \$250.00 every month for all regulatory functions excluding regulatory reminders but only if, the carrier elected to have regulatory functions performed.

Carrier agrees to authorize their chosen factoring company or bank to direct deposit the 10% of load revenue into Independent Freight banking account for each transaction but, only if Independent Freight provided the services for that load. Our dispatching company takes any credit card for payment options as well if that is more feasible.

Carrier agrees that all invoices from Independent Freight are dispersed at the end of every load with a 3 day grace period. If payments are not received by the 5th day after billing – there will be a 15.00 late fee charged. Best payment option is to pay with your credit card by clicking the link within the invoice. If payment is not received within 15 days, the account will be suspended, placed in collections and subject to negative MC number reporting with the necessary agencies including the UCC board.

Only one invoice per MC number will be submitted. If the carrier has multiple drivers leased on to their MC authority, the carrier will need to collect from those owner operators exclusively.

Carrier agrees to release Independent Freight of any liability for any incidental, consequential or indirect damages for the loss of profits, or business interruption arising out of the use of our services because, as we all know-this industry fluctuates according to the market and a driver's failure to take a load in an area where the dispatcher deems as having freight is not our fault. Additionally, the lack of freight due to the carrier's variables listed above is also, not our fault.

Carrier takes full responsibility for any cargo, drivers and carrier's equipment.

Carrier takes responsibility for any late delivery charges which may be avoided when the carrier contacts his/her dispatcher in a timely manner to communicate any delays due to equipment malfunction, weather or construction delays.

Carrier agrees to notify their dispatcher anytime they booked their own load so that, the dispatcher is not double booking the carrier. Multiple dispatchers are not preferred as it is difficult to keep track when someone else is loading the units.

Carrier agrees to avoid load drop offs which we all agree are not good for business relations for all parties involved, and should only be done if the truck has mechanical issues.

Carrier agrees to maintain a professional demeanor when working with our dispatchers, any brokers and employees of the shippers and receivers. Please do not leave the facility without a signed BOL or POD. Do not leave without allowing your dispatcher and broker to remedy any issues first.

Carrier agrees to follow and be compliant with all CMV Regulations by any state DOT authority or the FMCSA.

Carrier agrees to provide Independent Freight LLC a year end 1099.

Governing Law and Jurisdiction

This agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.

Please note that Independent Freight LLC represents multiple carriers as a bona fide agent/s without engaging in allocation of traffic because we carefully select each carrier with different types of equipment and/or MC maturity and/or different variables like no CDL driver hotshots at one carrier while the other carrier has CDL drivers, different locations where trucks are available for another load, different weight limits, different preferred geographic restrictions, oversize loads vs. non oversized loads, and different equipment accessories like ramps, dunnage, winches, chains, car hauling straps, etc.

Lastly, Independent Freight LLC does not secure freight through shippers directly – we go through a licensed broker for all transactions. Independent Freight LLC is not paid by any party other than the carrier themselves thus; we only represent the carrier’s best interest.

Dispatcher/Management Signatory
Independent Freight, LLC

Caelan Helsel/Owner

Date

Carrier Signatory

Carrier Business Name

Owner’s Signature

Date

References: Definitions of Broker and Bona Fide Agents

A Rule by the [Federal Motor Carrier Safety Administration](https://www.federalregister.gov/documents/2023/06/16/2023-13080/definitions-of-broker-and-bona-fide-agents#) on 06/16/2023

At: <https://www.federalregister.gov/documents/2023/06/16/2023-13080/definitions-of-broker-and-bona-fide-agents#>

“FMCSA does not believe it is the intent of Congress to eliminate the use of dispatch services in the freight transportation industry. It is also clear, based on feedback from stakeholders that both small and large motor carriers believe dispatch services play an important role in their operations. In particular, small motor carriers who cannot afford a fulltime employee may rely on dispatch services to perform various functions, including ensuring the motor carrier has a steady stream of shipments, while allowing the motor carrier to focus on its core business of transporting freight”.

“FMCSA understands that dispatch services may not be able to operate a successful business if they only work for a single, small carrier. Thus, the Agency has attempted in this guidance to describe the maximum flexibility permissible under applicable law”.

Factors Indicating Broker Authority Is Not Required

Final Guidance: A dispatch service that meets the following criteria would generally be considered a bona fide agent and would not require broker authority. This list is not exclusive, and a dispatch service does not necessarily have to meet every listed factor, depending on its specific activities.

- (1) The dispatch service has a written legal contractual relationship with a motor carrier that clearly reflects the motor carrier is appointing the dispatch service as a licensed agent for the motor carrier. This is often a long-term contractual relationship. The written legal contract should specify the insurance and liability responsibilities of the dispatch service and motor carrier.
- (2) The dispatch service complies with all state licensing requirements, if applicable.
- (3) The dispatch service goes through a broker to arrange for the transportation of shipments for the motor carrier and does not seek or solicit shippers for freight.
- (4) The dispatch service does not provide billing or accept compensation from the broker, third-party Logistics Company, or factoring company, but instead receives compensation from the motor carrier(s) based on the pre-determined written legal contractual agreement.
- (5) The dispatch service is not an intermediary or involved in the financial transaction between a broker and motor carrier.
- (6) The dispatch service is an IRS 1099 recipient from the motor carrier, or a W2 employee of the motor carrier as specified in the legal written contract agreement.
- (7) The dispatch service discloses that they are a dispatch service operating under an agreement with a specific motor carrier, and the shipment is arranged for that motor carrier only.
- (8) The dispatch service does not subsequently assign or arrange for the load to be carried/moved by another motor carrier.
- (9) A dispatch service does not provide their “services” for a motor carrier unless that motor carrier specifically appointed the dispatch service as their agent in accordance with the aforementioned requirements.