

Dispatch Carrier Agreement



This Agreement is made this date of _____ (MM/DD/YYYY)
by and between _____ hereafter referred to as DISPATCHER, and
_____ (Trucking Company Name)

whose DOT# _____ and MC # _____ represented by
_____ (Owner of Trucking Company) hereinafter referred to as CARRIER.

WHEREAS, DISPATCHER is a transportation dispatch company handling the necessary paperwork between BROKERS or SHIPPERS and the CARRIER to secure "CARGO" for said CARRIER under the guidelines of the FMCSA. WHEREAS, CARRIER is a Motor CONTRACT Carrier subject to the jurisdiction of the FMCSA and DOT guidelines: NOW, THEREFORE, in consideration of the promises and conventions hereinafter contained it is mutually agreed by and between parties' hereto as follows:

OBLIGATIONS OF DISPATCHER

1. DISPATCHER agrees to handle paperwork, phone, email, calls to/from the BROKER or SHIPPER to tender commodity shipments to CARRIER for transportation in interstate/intrastate/local 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 BROKER OR SHIPPER and CARRIER agreements.
3. DISPATCHER will:
 - a. make 100% effort to keep truck(s) loaded.
 - b. CARRIER will be contacted with loads to offer, and the driver will ACCEPT or REJECT the load.
 - c. Provide billing and invoicing on behalf of Carrier

OBLIGATIONS OF CARRIER

1. CARRIER agrees to pay DISPATCHER a flat fee 8 % of the negotiated rate per load.
2. CARRIER gives DISPATCHER authority to provide his/her signature for rate confirmation sheets, invoice, and associated paperwork necessary for securing cargo and billing purposes. The terms of this agreement shall be perpetual, provided that either party may terminate the same by giving verbal/written notice at any time. We're adults! Let's be respectful!
3. BROKERS or SHIPPERS agrees to pay CARRIER 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 to CARRIER shall be established between parties on a per shipment basis prior to commencement of each individual shipment. A load confirmation, commonly known as a rate confirmation, includes details of shipment and revenue to be paid and will be supplied via EMAIL by BROKER or SHIPPER to CARRIER. Confirmation will be signed by DISPATCHER and returned via EMAIL to BROKER or SHIPPER on behalf of CARRIER.
4. **CARRIER agrees to ensure proper communication with DISPATCHER throughout the load process.** DISPATCHER will log call checks and notify BROKER or SHIPPER of status during the movement of a load as per instructions on load rate confirmations.
5. CARRIER agrees to ensure all BOLs, bill of lading, paperwork has the following:
 - At Shipper: In AND Out times with Shipper signature
 - At Receiver: In AND Out times with Receiver signature

NOTE: In/Out times and signatures will be on BOLs only, NOT rate confirmations. This is a requirement of all BROKERS and SHIPPERS to expedite the processing of completing a load.



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Invoicing Instructions

CARRIERS WITH A FACTORING COMPANY (if applicable)

1. The CARRIER agrees to allow _____ (Dispatcher) access to their funding portal online by _____ (Carrier's Factoring Company Name) for billing and invoice services. CARRIER will provide their login username and password.
2. CARRIER will sign a "Permissions Granted" form provided by DISPATCHER and DISPATCHER will contact the CARRIER'S factoring company to become an authorized user of their account to submit invoices and process credit checks. Also providing support should factoring company have questions on load paperwork.
3. DISPATCHER will follow all factoring company instructions to submit each load in a timely manner.
4. DISPATCHER will ask factoring company if they will setup DISPATCHER as a payee and payout DISPATCHER'S invoice per load at time of CARRIER funding by deducting the fee automatically.

FACTORING COMPANY PAYS DISPATCHER

1. If confirmed the factoring company will payout the DISPATCHER invoice, DISPATCHER will complete their account and banking setup with the factoring company.
2. DISPATCHER will include their invoice with the paperwork submitted per each load and follow any other specific instructions provided by the factoring company.

FACTORING COMPANY DOES NOT PAY DISPATCHER

1. If confirmed the factoring company does not payout the DISPATCHER invoice, DISPATCHER will invoice the CARRIER directly per load completed.
2. Once DISPATCHER submits all load paperwork to the factoring company, DISPATCHER will send their invoice for that load to the CARRIER for DISPATCHER payment.

CARRIERS WITH NO FACTORING COMPANY

1. CARRIER'S with no factoring company means the DISPATCHER will invoice the BROKER or SHIPPER by following their invoicing instructions on the load rate confirmation. CARRIER'S have different choices and will notify DISPATCHER which option they have selected.
2. **DISPATCHER will invoice the CARRIER directly per load completed.**
3. Once DISPATCHER submits all load paperwork to the factoring company, DISPATCHER will send their invoice for that load to the CARRIER for DISPATCHER payment.

DISPATCHER DIRECT PAYMENT OPTIONS

1. Once DISPATCHER submits all load paperwork for invoicing, DISPATCHER will send their invoice for that load to the CARRIER.
2. Invoice options:
 - Complete a Credit Card authorization form or PAYPAL
 - DISPATCHER will automatically charge card on file and email receipt with invoice
 - Zelle payments for bank-to-bank payments
 - DISPATCHER will email invoice to CARRIER and CARRIER will submit payment via Zelle through their banking institution. DISPATCHER will provide their Zelle payment email address on the official invoice
3. DISPATCHER will keep a historical record of all invoices and payments and provide CARRIER a weekly updated file.



Dispatch Carrier Agreement Signature Page

Counterparts - This Agreement may be executed in one or more counterparts, each of which is an original but all of which together will constitute one and the same agreement.

IN WITNESS WHEREOF, this Agreement is executed by authorized representatives of the parties, effective as of the date set forth above.

CARRIER

Signature

Printed Name

Carrier Company Name

Phone Number

Email Address

Date MM/DD/YYYY

Moves 2 Make Transportation, LLC (Dispatch)

Signature

Printed Name:

Dispatch Service Name

Phone Number

Email Address

Date MM/DD/YYYY