



DISPATCH + CARRIER AGREEMENT

This Dispatch Carrier Agreement (hereinafter referred to as the AGREEMENT) is made effective on , by and between **Route IX LLC** (hereinafter referred to as the DISPATCH), and (hereinafter referred to as the CARRIER). Whereas, the DISPATCH is a dispatch service company and the CARRIER is a licensed interstate carrier of property holding authority by the FMCSA, with MC- and U. S. DOT No. . The DISPATCH and the CARRIER have, upon due consideration, determined to a contract agreement to their mutual advantage and best interest, and hereby agree to the following terms and conditions:

1. DOCUMENTS

The CARRIER must furnish the DISPATCH with the following documents prior to the implementation of this agreement via email at dispatch@RouteIXLLC.com:

- Dispatch Carrier Agreement
- Copy of Client's Authority (MC Permit)
- Notice Of Authorization
- A signed W-9 form
- Copy of Owner Operator's and Driver's Driver License
- Limited Power of Attorney form
- Certificate on Insurance

2. RELATIONSHIP

The relationship of the CARRIER to the DISPATCH shall, at all times, be that of an independent contractor.

The DISPATCH agrees to solicit, and offer, freight transportation shipments (Cargo) to the CARRIER to reasonable or acceptable locations, subject to the availability of the CARRIER. The DISPATCH shall be the agent for the CARRIER to search for and book loads, dispatch, handle all paperwork directly with the broker/shipper, and manage any load problems.

3. TERM

The term of this AGREEMENT shall be effective as of the date hereof and shall continue thereafter for a term of one (30) days of such date, and automatically from month to month thereafter. This Agreement may be terminated at any time: (a) by mutual consent; (b) without cause upon either party giving the other seven (7) days written, or verbal notice of termination; or (d) with cause upon the breach of this agreement by either of the parties.

4. SERVICE FEE

Dispatch service for a flat fee of 8% of the load confirmation.

5. COMPENSATION

The amount due to the DISPATCH will be invoiced weekly on Friday and will be due at the end of the business day the following Monday. In the event that the following Monday is a bank holiday, compensation is due at the end of following business day. In case that the load gets canceled by the broker/shipper for any reason, the CARRIER will receive a credit for the amount of the load in question for future loads. However, if the load gets canceled by the CARRIER for any reason, (i.e., breakdown, etc.), the CARRIER will not receive credit for the load in question. On the other hand, CARRIER will be compensated directly from other

brokers/shippers handling the load, or from a factoring company chosen by the CARRIER.

6. NON-SOLICITATION

The CARRIER agrees that they will not solicit traffic from any shipper, consignor, or customer of the DISPATCH where the CARRIER transports loads, or is made aware of such traffic, as a result of the DISPATCH's efforts. It is further agreed that this non-solicitation provision shall be in force and effect during the term of this AGREEMENT and for a period of one (1) year from the date of the termination of this AGREEMENT for any reason. In the event of non-compliance with the specific provisions of this paragraph, the CARRIER upon discovery of such breach, be liable to the DISPATCH for 100 percent (100%) of the gross transportation revenue received by the CARRIER from said shipper(s) within one (1) year after the date of termination of this AGREEMENT.

7. BILLS OF LADING

Each shipment will be evidenced by a bill of lading issued by other brokers/shippers. Such bills of lading or receipts or invoices are however, for the sole purpose of evidencing receipt for the goods.

8. EQUIPMENT

The CARRIER agrees to provide, operate, and maintain in good working condition, motor vehicles and all allied equipment necessary to perform the Transportation Schedule in a safe, efficient and economical manner.

9. DRIVERS

The CARRIER agrees to provide properly qualified, trained, and licensed drivers and other personnel to perform the transportation and related services under this Agreement and each transportation schedule in a safe, efficient, and economical manner. The CARRIER's personnel are expected to always conduct themselves in a professional manner and shall ascertain and comply with all of Customer's facility rules and regulations while on Customer's premises.

10. FREIGHT LOSS, DAMAGE OR DELAY

The CARRIER shall have the sole and exclusive care, custody, and control of the shipper's property from the time it is picked up for transportation, until it is delivered to the destination. The CARRIER assumes the liability of a common carrier for loss, delay, damage to or destruction of any and all of shipper's goods or property while under the CARRIER's care. Payments by the CARRIER to the DISPATCH or its customer, pursuant to the provisions of this section, shall be made within thirty (30) days following receipt by the CARRIER of the DISPATCH's or the customer's invoice and supporting documentation for the claim.

11. SUB-CONTRACT PROHIBITION

The CARRIER specifically agrees that all freight tendered to it by the DISPATCH shall be transported on equipment operated only under the authority of the CARRIER, and that the CARRIER shall not in any manner sub-contract, broker, or in any other form arrange for the freight to be transported by a third party without the prior written consent of the DISPATCH.

12. INDEMNIFICATION

The CARRIER agrees to indemnify, defend, and hold harmless the DISPATCH and its customer (including their officers, directors, employees, subcontractors, and agents) from and against any and all liabilities, damage, fines, penalties, costs, claims, demands and expenses of whatever type or nature. The CARRIER shall be responsible for and agrees to indemnify the DISPATCH for any and all personal injury, property damage, loss, claim, injury, obligation or liability arising from the CARRIER's actions, behavior or transportation pursuant to this agreement.

13. GOVERNING LAW, JURISDICTIONS AND VENUE

This agreement shall be governed by and constructed in accordance with laws of the State of Georgia both as interpretation and performance. The DISPATCH and the CARRIER hereby consent to and agree to submit to the jurisdiction of the federal and State courts located in Fulton County, Georgia in connection with any claims or controversies arising out of this Agreement.

IN WITNESS WHEREOF,

the parties hereto have executed this Agreement as of the date first above written.

DISPATCH:

Company: **Route IX, LLC**

Contact: **James Martin**

Signature:



Date:

CARRIER:

Company:

Contact:

Signature:

X

Date:

LIMITED POWER OF ATTORNEY

This Limited Power of Attorney (the AGREEMENT) is made effective on between: ROUTE IX, LLC hereinafter called the DISPATCH, a company established under the laws of the State of Georgia, and

hereinafter called the CARRIER, motor carrier company with MC-

and U. S. DOT No.. The CARRIER hereby appoints the DISPATCH as my

Attorney-in-Fact (AGENT). The DISPATCH's agents shall have full power and authority to act on my behalf. This power and authority shall authorize the DISPATCH to manage and conduct affairs and to exercise all my legal rights and powers, including all rights and powers that I may acquire in the future. The DISPATCH powers shall include, but not be limited to, the power to:

- Professional dispatch services, including contact drivers, shippers and brokers on my behalf for cargo. Transfer of Paperwork (Carrier Packet, Rate Confirmations, Insurance Certificates, Invoices, and all necessary Paperwork) to shippers. Sign and execute rate confirmations for freight and collect all payment dues on my behalf.

This Power of Attorney shall be construed broadly as a General Power of Attorney. The listing of specific powers is not intended to limit or restrict the general powers granted in this Power of Attorney in any manner. DISPATCH shall not be liable for any loss that results from a judgment error that was made in good faith. However, DISPATCH shall be liable for willful misconduct or the failure to act in good faith, while acting under the authority of this Power of Attorney. I authorize DISPATCH to indemnify and hold harmless any third party who accepts and acts under this document. This Power of Attorney shall become effective immediately and shall remain in full force and effect until revoked by me in writing. Such revocation is to be send via email 10 days in advance to DISPATCH to dispatch@routeixllc.com

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date below.

DISPATCH:

Company: **Route IX, LLC**

Contact: **James Martin**

Signature:



Date:

CARRIER:

Company:

Contact:

Signature:

X _____

Date: