
CARRIER-DISPATCHER AGREEMENT

This Agreement sets forth the terms under which **Sonora Freight** provides dispatching services to authorized motor carriers. By electronically signing, the Carrier agrees to these terms. This document is provided for review only and will be completed and executed via electronic signature during onboarding.

1. PARTIES

****Carrier Information:****

Carrier Legal Name: _____

DBA (if applicable): _____

MC Number: _____ DOT Number: _____

Primary Contact Name: _____

Phone Number: _____ Email Address: _____

****Dispatcher:****

Dispatcher Legal Name: Sonora Freight LLC

Email: onboarding@sonorafreight.com

Phone: (737) 334-6126

****Effective Date:**** _____

2. PURPOSE

The purpose of this agreement is to establish a working relationship between Carrier and Dispatcher for the sourcing and booking of freight, and for Dispatcher to act as Carrier's authorized agent in submitting documents to factoring companies.

3. SERVICES PROVIDED BY DISPATCHER

- Locate and negotiate freight loads on behalf of Carrier.
- Communicate with brokers and shippers.
- Confirm load details and transmit rate confirmations to Carrier.
- Submit Bills of Lading and required documents to Carrier's factoring company or Dispatcher's preferred factoring partner, as applicable.

Dispatcher acts as Carrier's authorized agent solely for the purposes of paperwork submission and communication related to freight and factoring. Dispatcher does not operate under Carrier authority, nor assume liability for freight, equipment, or delivery.

4. CARRIER RESPONSIBILITIES

- Maintain all necessary operating authority, insurance, and compliance requirements.
- Provide accurate and timely documentation to Dispatcher.
- Notify Dispatcher immediately of any issues, delays, or changes affecting booked loads.

5. COMPENSATION

Carrier agrees to pay Dispatcher **5% of the gross linehaul rate** for each load successfully booked. Dispatcher will be paid directly by the factoring company, when authorized, or invoiced directly to the Carrier if direct payment is not possible. If not, Dispatcher may invoice Carrier directly, payable upon receipt.

No compensation is owed to Dispatcher for loads not accepted or not moved by Carrier.

6. NON-CIRCUMVENTION

Carrier agrees not to intentionally bypass Dispatcher by booking directly with brokers introduced by Dispatcher ****for loads actively arranged by Dispatcher****. This clause is not intended to restrict general business operations but to preserve the value of Dispatcher's work.

7. TERM AND TERMINATION

This agreement is ****at-will**** and may be terminated by either party with written notice. Outstanding balances or obligations incurred prior to termination shall remain payable.

8. LIABILITY DISCLAIMER

Dispatcher is not responsible for cargo claims, delays, accidents, or actions of the Carrier. Carrier maintains sole operational control and responsibility.

9. GOVERNING LAW

This agreement shall be governed by the laws of the State of Texas.

10. FACTORING PAYMENT AUTHORIZATION

If Carrier uses a factoring company, Carrier hereby authorizes and instructs its factoring company to remit Dispatcher's service fee of **5% of the gross linehaul rate** directly to:

Payee: Sonora Freight

EIN: Available upon request

Business Address: 5900 Balcones Dr., Austin, TX 78731

Phone: (737) 334-6126

Email: billing@sonorafreight.com

Carrier affirms that this authorization may be furnished by Dispatcher to the factoring company as part of the Carrier's onboarding, and remains in effect unless revoked in writing.

If direct payment by the factoring company is not possible, Carrier agrees to pay Dispatcher within 24 hours of receipt of invoice.



5900 Balcones Dr.
Austin, Texas 78731
Tel. 737-334-6126

11. ACCEPTANCE

By signing below, the Carrier acknowledges that they have read, understood, and agreed to the terms outlined in this Carrier–Dispatcher Agreement. This Agreement becomes effective upon electronic signature by an authorized representative of the Carrier.

12. SIGNATURES

CARRIER (Motor Carrier Company):

Legal Name: _____
Authorized Representative _____
Title: _____

Signature: _____
Date: _____

SONORA FREIGHT LLC

BY: Matthew Karson
Title: Managing Partner

Signature: _____
Date: _____