

## Acme, LLC - Agreement for Dispatch Services



1. RECITALS - This agreement made as of this \_\_\_\_\_ day of \_\_\_\_\_ (month), 20\_\_, by and between ACME, LLC and \_\_\_\_\_ (Contact Name) of \_\_\_\_\_ (Company Name), hereinafter referred to as Carrier.

Whereas, Carrier is a MOTOR CONTRACT CARRIER, desiring to retain ACME, LLC by executing a Limited Power of Attorney form to secure freight and dispatch Carrier's equipment.

Whereas, ACME, LLC is a transportation dispatcher handling the necessary paperwork between shippers and the Carrier.

The Carrier must prior to the implementation of this agreement furnish to ACME, LLC the following: 1. A signed Limited Power of Attorney form. 2. Copy of Carrier's Authority. 3. Proof of Insurance Certificates\*\*, listing ACME, LLC. as a Certificate holder. Our address is: 629 N. Broadway, Ste. 2, Knoxville, TN 37917\*\* We require at least \$1,000, 000 in Liability and at least \$100,000 in Cargo coverage. 4. A signed W-9. 5. This Agreement form completed, dated, and signed.

2. Statement of the Work ACME, LLC may: 1. Find freight that best matches profile for the Carrier. 2. Upon the Carrier agreeing to the load, ACME, LLC may fax to shipper / broker the Carriers, Authority, W-9, proof of insurance, and order insurance certificates if required, along with any other required supporting documentation. 3. Handle the setting of appointments if necessary. (depending on agreement) 4. Prepare directions to shipper/consignee, if necessary (depending on agreement) 5. Assist with any problems that arise in the transit of the load when necessary, within our capabilities. (depending on agreement) Carrier is responsible for own equipment, we can direct you to a service that maybe helpful. 6. All load information is available to the Carrier at all times, ACME, LLC will hold on to the dispatch, accessorial information, etc. until the load is completed. 7. Upon forwarding the final load confirmation, and mailing all documentation to the Carrier, the services of ACME, LLC have been fully performed.

A. Obligations of Dispatcher 1. Dispatcher agrees to handle paperwork, phone, and fax to and from the Broker or Shipper to tender commodities or 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. 3. Dispatcher will: a. Make a 100% effort to keep Carriers truck(s) loaded. b. Carrier will be contacted about every load we find, and the driver will Accept or Reject the load. c. Invoice the Carrier at time of service, also provide a copy of each load Confirmation Sheet, Carrier is being billed for.

B. Obligations of Carrier 1. Carrier gives ACME, LLC authority to provide his/her signature for rate confirmation sheets, invoices and associated paperwork necessary for securing cargo and billing purposes. 2. Carrier agrees to collect payment from the Shipper 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 by Shipper to Carrier shall be established between the 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 or EMAIL by Shipper to Carrier. Confirmation will be signed by ACME, LLC and returned via FAX or EMAIL to Shipper.

4. Consideration The Carrier agrees to pay ACME, LLC 4.5% of the load or as per the agreed quotes and terms, as stated in Section 2 of this agreement. These agreed term rates will be required to be paid to ACME, LLC as per the conditions of the agreement. (i.e. a 30 day subscription). A 5 day grace period will be allowed before the account becomes overdue. At 13 days the account will be suspended and a reactivation fee of \$100 will apply in addition to any overdue fees. After 30 days the account may be placed for collection. ACME, LLC will invoice the Carrier as per the terms of the agreement via E-Mail, U.S. Mail or faxing said invoice by paypal. Payment can be made to ACME, LLC by Certified Check, Money Order, T:Check or Com Check, PayPal and bank transfer. Once the payment is processed the Carrier will be sent a confirmation receipt via email, fax or US Mail.

5. Additional Provisions Once a load has been set up for the Carrier and all information given, it will be the responsibility of the Carrier to handle directly with the shipping party any problems, issues, delays, overages, shortages, damages, or billing and collections issues, unless, you have made arrangements for additional services from ACME, LLC.

In no event will ACME, LLC be liable for any incidental, consequential, or indirect damages for the loss of profits, or business interruption arising out of the use of the service.

C. Loading Procedures Commercial vehicles must be loaded in such a manner as to prevent its cargo from leaking, spilling, blowing or falling from the vehicle. The cargo must be immobilized or secured to prevent shifting to the extent that the vehicle's stability or maneuverability is affected. All vehicle structures, systems, parts and components used to secure cargo must be in proper working order with no damaged or weakened components that will adversely affect their performance. Cargo must be firmly immobilized or secured on or within a vehicle by structures of adequate strength, dunnage or dunnage bags, shoring bars, tie-downs or a combination of these. Articles of cargo that are likely to roll must be restrained by chocks, wedges, a cradle or equivalent means to prevent rolling. Federal regulations provide for specific means of securing logs, building products, metal coils, paper rolls, concrete pipes, intermodal containers, automobiles, heavy equipment, crushed vehicles, and boulders. Cargo must be secured so that when a vehicle decelerates at a rate of 20 feet per second, the cargo will remain on the vehicle and will not penetrate the vehicle's front-end structure. Any vehicle having a load or component which extends beyond the sides more than 4 inches or more than 4 feet beyond the rear must have the extremities marked with a red or orange fluorescent warning flag. If the projecting load is 2 feet in width or less, only one flag is required at the extreme rear of the load. If the projecting load is greater than 2 feet in width, two flags must be used at the extreme width and length on each side of the load.

D. Responsibilities for Proper Loading A driver cannot operate a commercial vehicle unless (1) the cargo is properly distributed and adequately secured, (2) the means of fastening the cargo is secured, and (3) the cargo does not obscure the driver's view or interfere with the movement of his arms or legs. A driver must assure himself that the load is adequately secured before he drives the vehicle and must examine the cargo and its load-securing devices within the first 50 miles after beginning a trip and adjust the load-securing devices as needed. The driver must also reexamine the cargo and its securing devices

when he makes a change of his duty status, after the vehicle has been driven for three hours, or after the vehicle has been driven 150 miles whichever comes first. The load inspection procedures do not apply to a sealed trailer when the driver has been ordered not to open it or to a trailer that has been loaded in a manner that makes inspection of the cargo impracticable. If a member of the public is injured because of improperly loaded cargo, both the shipper who loaded the cargo and the carrier may be held liable for the injury. A shipper that assumes responsibility for loading the vehicle can be held liable for improperly securing a load under a common law theory of negligence, and federal regulations will provide evidence of the proper standard of care to be utilized by the shipper in loading the vehicle. When the driver himself is injured in an accident, the shipper cannot be held liable for the improper loading of the vehicle unless the loading defects are latent and concealed and cannot be discerned by ordinary observation by the agents of the carrier. In determining if the defect in loading is patent and should have been discovered by the driver, a court will take into consideration the experience of the driver and whether the driver is given assurances by the shipper's employees that there is no defect in the loading of the cargo. A motor carrier cannot be held liable for improperly loading a sealed trailer since the driver does not have the opportunity to inspect the load. When a person is injured during the loading or unloading process at the shipper or consignee's facility, the trucking company's liability will be determined according to the rules applicable to the facility owner, and the company will be subject to the same liability or freedom from liability as the owner.

6. Disclaimer ACME,LLC is NOT responsible for: 1. Billing Issues 2. Load problems 3. Advances (All advances MAY have to be handles directly between Carrier and Shipper / Broker) 4. Handling and storage of paperwork (All documents will be sent to Carrier unless other arrangements are made) 5. DOT compliance issues. 6. SPIKE INSURANCE

7. Governing Law This agreement shall be governed by and construed in accordance with laws of the State of Tennessee without giving effect to any choice of law or conflict of laws provision or rule (whether of the State of Tennessee or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Tennessee.

8. Jurisdictions and Venue ACME,LLC and the Carrier hereby consent to and agree to submit to the jurisdiction of the Federal and state courts located in Homestead, FL in connection with any claims or controversies arising out of the Agreement. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as the date written.

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

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

\_\_\_\_\_

ACME, LLC

(Print Company Name)

\_\_\_\_\_

\_\_\_\_\_

(Signature of Company Representative)

(ACME, LLC Representative)

\_\_\_\_\_

\_\_\_\_\_

(Print Representative Name/Title)

(Print Representative Name/Title)