

## **DISPATCHER AND CARRIER AGREEMENT**

This **AGREEMENT** made as of this \_\_\_\_ day of \_\_\_\_\_, 2021 by and between **Gold Star Dispatching LLC** (hereinafter referred to as Dispatcher) and \_\_\_\_\_ MC# \_\_\_\_\_ (hereinafter referred to as Carrier).

The Dispatcher and the Carrier have, upon due consideration, determined that a contract agreement to their mutual advantage and best interest, they hereby agree to the following terms and conditions:

### **1. RELATIONSHIP**

The relationship of the Carrier and Dispatcher shall at all times, be that of an independent contract. Dispatcher agrees to solicit and offer freight transportation shipments for Carrier from and to such locations between service may be required, subject to the availability of suitable equipment. Dispatcher shall be the agent for the Carrier for searching for loads, booking them, dispatching, handle all paperwork directly with the broker and/or shipper, including advances, and any load problems.

### **2. TERM**

The term of this Agreement shall be effective as of the date hereof, and shall continue until terminated by the parties and/or upon fulfillment of the subject matter.

### **3. DISPATCH SERVICE METHOD**

Dispatcher's objective is to design a pro-active dispatch plan in advance, based on Carrier's territory preference. The plan is influenced by the current situation on the market and/or region, in order to take advantage of the most profitable loads. Dispatcher will find loads that best matches the Carrier's preference, and communicate such options with Carrier and/or it's driver. Once Carrier agrees to accept the load, the Dispatcher will send all necessary required supporting documents to broker/shipper. Once the load confirmation it receives, it is forwarded to the Carrier for its records. Dispatcher agrees to "assist" the Carrier with any load issues, advances, paperwork and/or billing issues.

### **4. COMPENSATION**

Carrier agrees to pay Dispatcher flat rate fee of 6% of the face value of the contract between the Shipper and Carrier for the loads secured by the Dispatcher. The fee will be invoiced in weekly basis on Friday and due in one week from the invoice date.

**5. DOCUMENTS**

Carrier agrees to provide Dispatcher necessary documents and appropriate authority to book loads and invoice shipper on behalf of the Carrier.

**6. EQUIPMENT**

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.

**7. FREIGHT LOSS, DAMAGE OR DELAY**

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. 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 Carrier’s care.

**8. INDEMNIFICATION**

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

**9. SEVERABILITY**

Both parties herein agree that the invalidity or unenforceability of any particular provision of these terms and conditions shall not affect any other provision hereof, but this terms and conditions shall be construed and enforced as if such invalid or unenforceable provision was omitted.

**IN WITNESS WHEREOF** this agreement has been duly executed by the parties hereto the day and year first herein before written.

**DISPATCHER:**

**CARRIER:**

Company: **GOLD STAR DISPATCHING LLC**

Company:

Name:

Name:

Title:

Title:

Signature:

Signature: