

DISPATCH/CARRIER AGREEMENT



GREEN FREIGHT
(DISPATCHING SERVICES)
(866) 200-2292

GreenFreightX@gmail.com

We are pleased that you have decided to grant us the permission to act as your dispatching service. With GREEN FREIGHT, you are not a number. By partnering with us, you will receive the support that you need to take your dispatching operations to the next level.

To get enrolled in our program, please complete, sign and return the following items by email to greenfreightx@gmail.com.

- Dispatch/Carrier Agreement
- Limited Power of Attorney
- Carrier Profile Sheet
- Truck Operation Form
- Copy of Carrier's Authority
- Copy of each driver's CDL license
- Signed W-9
- Copy of insurance certificate

(We require \$100,000 in Cargo and \$1,000,000 in Liability)

Once your paperwork is processed you will be contacted within 24-48 hours. For questions or concerns regarding our requirements, please contact us at greenfreightx@gmail.com.

Thank you for choosing GREEN FREIGHT as your dispatching service!

GREEN FREIGHT

1. RECITALS

This agreement is made as of this _____ day of _____ 20____ by and between GREEN FREIGHT, LLC, hereinafter referred to as "DISPATCHER", and Motor Carrier, _____, licensed by the FMCSA as an interstate carrier of property holding authority, MC # _____ and/or DOT# _____, hereinafter referred to as "CARRIER". CARRIER desires to retain DISPATCHER by way of executing a Limited Power of Attorney form to find, secure and dispatch freight for CARRIER's equipment. DISPATCHER and CARRIER have, upon due consideration, determined that an agreement to their mutual advantage and best interest has been formed, and thereby agrees to the terms and conditions listed within this Agreement.

Prior to the implementation of this agreement, CARRIER must furnish to DISPATCHER the following documents:

1. _____ This Carrier Agreement (completed, dated and signed)
2. _____ Limited Power of Attorney form
3. _____ Carrier Profile Sheet
4. _____ Truck Operation Form
5. _____ Copy of each driver's CDL License
6. _____ A list of three established references, if applicable
7. _____ Copy of Client's Authority (MC Permit)
8. _____ A signed W-9 form
9. _____ Proof of Insurance Certificates **

We require at least \$1,000,000 in liability and at least \$100,000 in Cargo Coverage

2. RELATIONSHIP

The relationship of CARRIER and DISPATCHER shall, at all times, be that of an independent contractor. DISPATCHER shall be the agent working on behalf of CARRIER to: search for loads, book them, dispatch, and handle all paperwork that is required to be completed with brokers and/or shippers. DISPATCHER is not a freight broker and is not acting in the capacity of a freight broker for the CARRIER.

3. TERM AGREEMENT

The term of this Agreement shall be effective upon the date signed by both parties to this Agreement and shall continue thereafter for a term of seven (7) days of such date, and automatically from week to week thereafter, subject to the right of either party hereto to cancel the Agreement at any time upon not less than seven (7) days written notice by one party to another. CARRIER must send notification of intent to discontinue services to DISPATCHER by emailing said Revocation Notice to greenfreightx@gmail.com.

4. RATE AGREEMENT

10%

Flat fee of 10% of the gross rate of each load

5. DEDICATED LANES

All dedicated lanes obtained by DISPATCHER are subject to the flat rate of 10% for the duration of this contract between DISPATCHER and CARRIER.

6. STATEMENT OF WORK

DISPATCHER's objective is to design a proactive logistics plan based on the CARRIER's territorial preferences. The logistics plan is influenced by the current situation in the market and/or region, in order to take advantage of the most profitable loads. DISPATCHER will find loads that best match the CARRIER's preferences and will communicate such options with the CARRIER and/or its driver(s). Once the CARRIER agrees to accept the load, DISPATCHER will send all necessary and required supporting documents to the broker or shipper. Once the rate confirmation is received, it will be forwarded to the CARRIER for their records.

DISPATCHER agrees to:

- Find freight that best matches profile for CARRIER.
- Contact CARRIER with load matches and go over options.
- Fax to broker/shipper the CARRIER's Authority, W-9, proof of insurance, and order insurance certificates if required, along with any other required supporting documentation upon the CARRIER agreeing to take a load.
- Provide the driver with all dispatch instructions for pickup, transit and delivery.
- Assist with any problems that arise in the transit of the load within our capabilities. The CARRIER is responsible for its own equipment. We will put forth our best effort to direct CARRIER to a service that might be of help.

- Hold on to all documentation until the load is completed. Once the load is completed, DISPATCHER will email or fax all documents to the CARRIER.

- Forward the final load confirmation and mail all documentation to the CARRIER, concluding that all services have been performed in full.

7. COMPENSATION

CARRIER agrees to pay a total of 10% of the loads gross revenue booked by DISPATCHER on a weekly basis. DISPATCHER will invoice the CARRIER via email on Thursday's. Payments are due within 24 hours of invoice being sent, on Friday's. Late payments will be subject to a \$100.00 late fee, which must be paid in addition to the original invoice amount before any additional loads are booked. Payments may be submitted via Zelle, PayPal or ACH direct deposit. After 30 days the account may be placed for collection. All payment terms set forth by DISPATCHER are final.

8. BILL OF LADING

Each shipment will be evidenced by a bill of lading issued by the receiving facility. CARRIER is responsible for submitting Bill of Lading to DISPATCHER immediately upon request.

9. 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.

10. SUB-CONTRACT PROHIBITION

CARRIER specifically agrees that all freight booked by DISPATCHER shall be transported on equipment operated only under the authority of the CARRIER, and that 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 DISPATCHER.

11. DRIVERS

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

12. FREIGHT LOSS, DAMAGE, OR DELAY

It will be the responsibility of the CARRIER to handle directly with the shipping party any: overages, shortages, damages, or billing and collections issues. In no event will DISPATCHER 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. CARRIER will 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, or destruction of any and all of shipper's goods or property while under the CARRIER's care. This includes but is not limited to loading and unloading problems or issues, delays, overages, shortages, damages, and billing and collection issues and hours of services. Payments owed to DISPATCHER by CARRIER, pursuant to the provisions of this particular section, shall be made within thirty (30) days following receipt of customer's invoice and supporting documentation for the claim.

13. 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. CARRIER shall be responsible for and agrees to indemnify DISPATCHER from any and all: personal injury, property damage, loss, claim, injury, obligation, or liability arising from CARRIER's actions pursuant to this agreement.

Confidential Agreement for Dispatch Services

14. DISCLAIMERS

DISPATCHER is NOT responsible for:

1. Billing Issues.
2. Load problems.
3. Advances.
 - All advances will have to be handled directly between CARRIER and shipper or 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. Processing the factoring of any booked loads. This is the sole responsibility of the owner operator or fleet owner, unless otherwise specified.

15. GOVERNING LAW, JURISDICTION AND VENUE

This agreement shall be governed by and construed in accordance with laws of the State of Texas both as interpretation and performance. DISPATCHER and CARRIER hereby consent to and agree to submit to the jurisdiction of the federal and state courts located in Frisco, Texas, 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 first date written.

1. (Print Company Name):

(Signature of Carrier):

(Print Carrier's Name):

(Title):

CARRIER

2. (Print Company Name):

GREEN FREIGHT, LLC

(Signature of Dispatcher):

(Print Dispatcher Name)

(Title):

OWNER/FREIGHT DISPATCHER

Limited Power of Attorney

This Limited Power of Attorney Agreement is made effective on _____ (date) between GREEN FREIGHT, LLC, a company established under the laws of the State of Texas and hereinafter referred to as DISPATCHER, and _____ (Motor Carrier Company), with a MC# _____ and/or DOT number of _____, hereinafter referred to as CARRIER. CARRIER hereby appoints DISPATCHER as Attorney-in-Fact. DISPATCHER's agents shall have full power and authority to act on CARRIER's behalf. This power and authority shall authorize DISPATCHER to manage and conduct affairs and to exercise all rights and powers for the specific purpose of contracting loads of freight to be hauled by CARRIER. CARRIER is giving and granting said dispatcher of GREEN FREIGHT, LLC full power and authority to do and perform every and all act that is necessary within the scope of the specific terms set out herein. DISPATCHER's powers shall include, but not be limited to the power to:

- Provide professional dispatch services, including the power to contact drivers, shippers, and brokers on CARRIER's behalf for cargo
- Transfer paperwork such as carrier packets, rate confirmations, insurance certificates, invoices, and all other necessary paperwork to shippers and brokers
- Sign and execute rate confirmations and other related documents for freight

DISPATCHER shall not be liable for any loss that results from a judgment error that was made in good faith, however, DISPATCHER 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 DISPATCHER to indemnify and hold harmless any third party who accepts and acts under this document.

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. This Power of Attorney shall become effective immediately and shall remain in full force until revoked by CARRIER in writing. CARRIER understands that such revocation is to be sent in writing, by emailing greenfreightx@gmail.com. CARRIER understands that should a written revocation be sent to greenfreightx@gmail.com, a confirmation/receipt of the email will be sent in response to CARRIER.

In witness whereof, the parties hereto have executed this Agreement as of the date first written.

1. (Print Company Name):

(Signature of Carrier):

(Print Carrier's Name):

(Title):

CARRIER

2. (Print Company Name):

GREEN FREIGHT, LLC

(Signature of Dispatcher):

(Print Dispatcher Name):

(Title):

OWNER/FREGHT DISPATCHER

Carrier Profile Sheet

Completing this form will assist us in finding and securing loads and lanes that best suit the needs of your company. The better informed we are, the better we will be able to assist you. This form can be updated at any time. This information is for our use only and will not be released to any third party without your express written permission.

PART 1: CARRIER INFORMATION SECTION

COMPANY NAME: _____

DBA (If Any): _____

PHYSICAL ADDRESS: _____ CITY:
_____ STATE: _____ ZIP: _____

MAILING ADDRESS _____ CITY:
_____ STATE: _____ ZIP: _____

MAIN CONTACT NAME: _____

E-MAIL: _____

PHONE: _____ FAX # _____ EMERGENCY CONTACT
(OPTIONAL): _____ EMERGENCY

PHONE: _____ MC#:
_____ DOT#: _____

EIN# _____

SCAC CODE _____ TWIC CERTIFIED _____ HAZMAT
CERTIFIED _____

PART 2: EQUIPMENT SECTION

NUMBER OF TRUCKS: _____

NUMBER OF TRAILERS: _____

DRY VANS: _____ REEFERS: _____ FLATBED: _____ OTHER: _____ TRAILER SIZES: VAN:
_____ REEFER: _____ FLATBED: _____ OTHER: _____

Confidential Agreement for Dispatch Services

DETAILED DESCRIPTION OF EQUIPMENT (I.E. PALLETS, TARPS, OVERSIZE AND WEIGHT LIMITS):

PART 3: SERVICE AREAS OF OPERATION (Please check all that apply)

United States: All 48 states (USA)

AL AR AZ CA CO CT DE FL GA IA ID IL

IN KS KY LA MA MD ME MI MO MN MS MT NC ND NE NH NJ
 NM NV NY OH OK OR PA RI SC SD TN TX UT VA VT WA WI
 WV WY

PART 4: RATE INFORMATION

Please provide us with your ideal (reasonable) rate per mile request. We understand that many factors will change this information, but this will give us a starting point.

IDEAL RATE PER MILE: \$ _____

IDEAL WEEKLY GROSS MINIMUM \$ _____

DRIVER TOUCH (Y/N) : _____

COMMENTS/ADDITIONAL PREFERENCES:

PART 5: FACTORING INFORMATION SECTION

If your trucking company utilizes a factoring service, please provide us the information listed below This will ensure that we only use brokers that are approved by your factoring company.

FACTORING COMPANY NAME: _____ ADDRESS:

_____ CITY

_____ STATE _____ ZIP _____ CONTACT NAME:

PHONE: _____ FAX: _____

WEBSITE: _____ EMAIL: _____

PART 6: INSURANCE INFORMATION SECTION

INSURANCE CARRIER: _____

ADDRESS: _____

CITY _____ STATE _____ ZIP _____

CONTACT NAME: _____

PHONE: _____ FAX: _____

WEBSITE: _____ EMAIL: _____

PART 7: REFERRAL'S (OPTIONAL)

Please list three (3) owner operators who you believe might benefit from our dispatching service. Name:

_____ Cell: _____

Name: _____ Cell: _____

Name: _____ Cell: _____

PLEASE USE THE FOLLOWING SECTION TO BETTER DESCRIBE YOUR COMPANY. PLEASE INCLUDE SPECIAL TERMS AND CONDITIONS AND/OR ANYTHING WE SHOULD CONSIDER WHILE SEARCHING FOR AND BOOKING LOADS FOR YOUR COMPANY.

Truck Operation Form

Truck #:

Trailer #:

Trailer Type:

Max Weight:

Driver:

Cell Phone:

DOES THE ASSIGNED DRIVER HAVE THE RIGHT TO MAKE LOAD DECISIONS FOR YOU?

DOES THE DRIVER NEED TO HAVE A COPY OF THE RATE CONFIRMATIONS?
