

The Truckers Assistant Your Professional Office Support Team AGREEMENT

This AGREEMENT made as of this _____ day of _____, 2020 by and between **The Truckers Assistant** [TTA], and _____ license by the FMCSA as an interstate carrier of property holding authority, MC # _____ [CARRIER]. The ASSISTANT 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 CARRIER to ASSISTANT shall, always, be that of an independent contractor. ASSISTANT 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. ASSISTANT shall be the agent for CARRIER for searching for loads, booking them, dispatching, handle all paperwork directly with the broker and/or shipper, and any load problems.

2. TERM

The term of this AGREEMENT shall be effective as of the date hereof, and shall continue thereafter for a term of one (1) year of such date, and automatically from year to year 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 certified mail of one party to another.

3. DISPATCH SERVICE METHOD

TTA objective is to design a strategic logistic plan a week in advance, based on CARRIER's territory preference. The plan is influenced by the current market conditions and/or region, in order to take advantage of the most profitable loads. Assistant will find loads that best match CARRIER's preference and communicate such options with CARRIER and/or it's driver. Once CARRIER agrees to accept the load, Assistant will send all necessary and required supporting documents to broker/shipper. Once the load confirmation is received, it is forward to CARRIER, for its records. Assistant agrees to "assist" CARRIER with any load issues, advances, and or paperwork at Carrier's request.

4. COMPENSATION

The amount due TTA will request payment from CARRIER via Zelle, PayPal, Cash App, Comchek, etc.

A one-time carrier set up fee of \$150 is required before services are rendered to secure our services. The \$150 fee is non-refundable. Payment is required at the end of each week, week beginning on Monday,

ending on Sunday. All fees will be required to be settled by Monday morning to continue services.

On the other hand, CARRIER will be compensated directly from brokers/shippers handling the load,
or from a factoring company chosen by CARRIER.

5. NON-SOLICIATATION

CARRIER agrees that it will not solicit traffic from any shipper, consignor, or customer of TTA where the CARRIER transports loads, or is made aware of such traffic, as a result of ASSISTANT 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, CARRIER upon discovery of breach, be liable to TTA for 100 percent (100%) of the gross transportation revenue received by CARRIER from said shipper(s) within one (1) year after the date of termination of this AGREEMENT

6. 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.

7. 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.

8. DRIVERS

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. CARRIER's personnel are always expected to 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.

9. 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.

10. SUB-CONTRACT PROHIBITION

CARRIER specifically agrees that all freight tendered to it by TTA shall be transported on equipment operated only under the authority of 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 TTA.

11. INDEMNIFICATION

CARRIER agrees to indemnify, defend and hold TTA 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 TTA 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.

12. GOVERNING LAW, JURISDICTIONS AND VENU

This agreement shall be governed by and constructed in accordance with laws of the State of Tennessee both as interpretation and performance. THE TRUCKERS ASSISTANT and CARRIER hereby consent to and agree to submit to the jurisdiction of the federal and State courts located in Shelby County, Tennessee 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.

Assistant:

Carrier:

Company: The Truckers Assistant

Company: _____

Contact: Angel Lovelace

Contact: _____

Signature: _____

Signature: _____

LIMITED POWER OF ATTORNEY

This Limited Power of Attorney (the AGREEMENT) is made effective on _____ (date) between: **THE TRUCKER ASSISTANT** hereinafter called TTA a company established under the laws of the State of TENNESSEE, and _____ hereinafter called CARRIER, motor carrier company with MC # _____. CARRIER hereby appoints TTA as my Attorney-in-Fact (AGENT). TTA agents shall have full power and authority to act on my behalf. This power and authority shall authorize TTA 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. TTA 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 process 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. TTA shall not be liable for any loss that results from a judgment error that was made in good faith. However, TTA 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 TTA 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 e-mail 10 days in advance to ASSISTANT to admin@thetruckerassistant.com.

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

ASSISTANT:

CARRIER:

NAME: The Truckers Assistant

NAME _____

SIGNATURE: _____

SIGNATURE _____

TITLE: Member

TITLE _____

DATE: _____

DATE _____