

McMillan Freight Management

TITLE: Dispatcher/Owner

DATE:

CARRIER: _____

BY: _____

TITLE: _____

DATE: _____

We will also need the following from your company to start working for you!

1. A Completed W9 Form. We have one you can fill out if you don't have one.
2. A Copy of your Motor Carrier Authority Form.
3. A Copy of your Insurance Certificate. We require the standard \$1 million in Auto Liability and \$100,000 in Cargo as a minimum.
4. Your factoring companies name, address, and contact phone number.
5. Signed Dispatch Contract
6. Company Profile Sheet
7. Limited Power of Attorney

Please feel free to Email all required documents.

Email: mcmillanfreight86@gmail.com

Phone: (540) 303-4936

Website: mcmillanfreightmanagement.com

McMillan Freight Management

FACTORING INFORMATION

If you use factoring service, please provide the following information. This will ensure that we only use brokers approved by your factoring company.

FACTORING _____ WEB _____
ADDRESS _____ CITY _____ ST _____ ZIP _____
CONTACT _____ E-MAIL _____
PHONE # _____ Fax # _____

INSURANCE INFORMATION

Please provide us with your insurance contact information, where we can request certificate of insurance with specific holders. (i.e. brokers and/or shippers)

INSURANCE _____ WEB _____
ADDRESS _____ CITY _____ ST _____ ZIP _____
CONTACT _____ E-MAIL _____
PHONE # _____ FAX # _____

ADDITIONAL INFORMATION

Please use the section bellow to better describe your company. Include special terms and conditions of most importance and everything we must consider while searching and taking the loads for you.

Initials ____/____

Dispatch Service Agreement

This Agreement is made this -----2021, between McMillan Freight Management, LLC (COMPANY)
and -----(MC)

Address -----
collectively referred to as (CLIENT or CARRIER) as follows:

- CLIENT’S General Duties. CLIENT in a good manner will deliver consumer items and freight cargo items for brokers and customers and perform such other transportation and related services as may be necessary to serve customers. Ensure safety and compliance during operation.
- COMPANY’S General Duties. COMPANY will assist with all aspects of freight booking process for a CLIENT. COMPANY will act as CLIENT’S non-exclusive representative when dealing with Brokers and complete any necessary documentation on behalf of CLIENT as outlined in Exhibit A.
- Duration. This Agreement shall become effective on the date inserted in the first sentence of this agreement and shall remain in effect until termination has been agreed upon. See below for termination clause.
- Termination. This Agreement may be terminated at any time: (a) by mutual consent; (b) by the insolvency of CLIENT due to non-payment as outlined in Exhibit B; (c) without cause upon either party giving the other (7) days written notice of termination; or (d) with cause upon the breach of this agreement by either of the parties.
- Payment. CLIENT shall pay COMPANY for services provided as outlined in Exhibit B.
- Equipment. CLIENT will provide its own equipment.
- Insurance. CLIENT will carry at its own expense physical damage, bobtail, cargo and liability insurance upon any vehicles or other equipment used by it in carrying out its duties under this agreement.
- Labor and Hold Harmless. CLIENT shall, at its own expense: (a) furnish whatever labor is necessary to provide delivery services to BROKERS AND SHIPPERS, and (b) provide Worker’s Compensation and Employer’s Liability Insurance if necessary. CLIENT shall also be responsible for payment of wages and social security and withholding taxes for any of its employees. CLIENT shall hold COMPANY harmless from any liability resulting from injury or death of any persons including but not limited to driving, operating, repairing, maintaining, loading, or unloading CLIENT’S equipment.
- Safety and Compliance CLIENT is fully responsible and liable for safety and compliance of the operation. CLIENT shall hold COMPANY harmless from any liability resulting from safety and compliance violations.
- Lost or Damage. CLIENT will be liable for loss or damage to items intended for transport, which are in CLIENT’S possession or under its dominion and control.

EXHIBIT "A" OF DISPATCH SERVICE AGREEMENT

COMPANY'S DESIGNATION:

By signing this Exhibit Client provides written consent to the Company to act on their behalf as Dispatcher (and be listed on Carrier-Broker Agreements as Dispatcher or Manager of Logistics/Operations). In such capacity Company has the right to perform following duties:

- Contact Brokers on behalf of the Carrier to acquire information on available freight and conditions.
- Sign Broker-Carrier agreements on behalf of the Carrier
- Negotiate the rates and sign rate confirmations on behalf of the Carrier.
- Set up accounts with leading load boards for purpose of searching and "truck posting" for Carrier - Conduct communication with Freight Brokers on behalf of the Carrier.

Client's Acceptance:

I _____ have read and I understand and agree to the term and conditions listed above.

Signature: _____ Date: _____

Company's Acceptance:

Signature: _____ Date: _____

EXHIBIT "B" OF DISPATCH SERVICE AGREEMENT

COMPANY'S COMPENSATION:

By signing this Exhibit Client agrees to pay Company when paid as following (please select one):

----- 5% of the loads gross revenue booked by the Company for Client ---- Total of 5% of the loads gross revenue booked by the Company from Monday through Sunday will be charged following Monday to Client's account and an invoice will be emailed.

Client's Acceptance:

I _____ have read and I understand and agree to the term and conditions listed above.

Signature: _____ Date: _____

Company's Acceptance:

Signature: _____ Date: _____

LIMITED POWER OF ATTORNEY

This Limited Power of Attorney (the AGREEMENT) is made effective on _____ (date) between **McMillan Freight Management, LLC**, hereinafter called DISPATCH a company established under the laws of the State of Virginia, and _____ hereinafter called CARRIER, motor carrier company with MC # _____. CARRIER hereby appoints DISPATCH as my AGENT. DISPATCH's agent shall have full power and authority to act on my behalf for the following:

- 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 collect 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. DISPATCH shall not be liable for any loss that results from a judgment error that was made in good faith. However, DISPATCH 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 DISPATCH 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 DISPATCH to mcmillanfreight86@gmail.com

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

DISPATCH:	CARRIER:
NAME _____	NAME _____
SIGNATURE _____	SIGNATURE _____
TITLE _____	TITLE _____
DATE ____/____/____	DATE ____/____/____

Initials _____/_____