

DISPATCH

AGREEMENT





DISPATCH AGREEMENT

This AGREEMENT made as of this _____ day of _____, 2023 by and between [DISPATCH], and

_____, license by the FMCSA as an interstate carrier of property holding authority, MC # _____ [CARRIER]. The DISPATCHER and the CARRIER have, upon due consideration, determined that a contract agreements to their mutual advantage and best interest, they hereby agree to the following terms and conditions:

1. DOCUMENTS

CARRIER must furnish DISPATCH with the following documents prior to the implementation of this agreement, either via email at bestchoicedispatchbox@gmail.com or by fax at [888-538-2454](tel:888-538-2454)

- _____ Dispatch Carrier Agreement
- _____ Copy of Client's Authority (MC Permit)
- _____ Copy of voided bank check
- _____ A signed W-9 form
- _____ Copy of Owner Operator's and Driver's Driver License
- _____ Limited Power of Attorney form
- _____ Certificate on Insurance

2. RELATIONSHIP

The relationship of CARRIER to DISPATCHER shall, at all times, be that of an independent contractor. DISPATCH 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. DISPATCH shall be the agent for CARRIER for searching for loads, booking them, dispatching, handle all paperwork directly with the broker and/or shipper, including advances, and any load problems.

3. 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 thirty (30) days written notice.



4. DISPATCH SERVICE METHOD

DISPATCH's objective is to design a pro-active logistic plan a week in advance, based on CARRIER's territory preference. The plan is influence by the current situation on the market and/or region, in order to take advantage of the most profitable loads. DISPATCHER's logistics coordinators (dispatchers) will find loads that best matches CARRIER's preference, and communicate such options with CARRIER and/or it's driver. Once CARRIER agrees to accept the load, DISPATCH will send all necessary and required supporting documents to broker/shipper. Once the load confirmation is received, it is forward to CARRIER, for it's records. DISPATCHER agrees to "assist" CARRIER with any load issues, road assistance, advances, paperwork, and/or billing issues.

5. MEMBERSHIP SERVICE PLAN *(please check one)*

AFFILIATE MEMBERSHIP

*Dispatch service for a flat fee of **10%** of the load confirmation.*

QUICK PAY SERVICE

*For a flat fee of **1%** of the load confirmation, we will assist you get pay sooner.*

6. COMPENSATION

The amount due to DISPATCH, will be automatically deducted from a bank account through Zelle request provided by CARRIER on this agreement. By the end of the business day of receiving the load confirmation from brokers/shippers, DISPATCH will send request on file for the agreed service rendered. If the load gets canceled by CARRIER for any reason, (i.e. breakdown, etc.) CARRIER will not receive credit for the load in question. On the other hand, CARRIER will be compensated directly from other brokers/shippers handling the load, or from a factoring company chosen by CARRIER.

7. NON-SOLICIATATION

CARRIER agrees that it will not solicit traffic from any shipper, consignor, or customer of DISPATCH where the CARRIER transports loads, or is made aware of such traffic, as a result of DISPATCH's 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 DISPATCH 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.

8. 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.

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. 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 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.

11. 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. Payments by CARRIER to DISPATCHER or its customer, pursuant to the provisions of this section, shall be made within thirty (30) days following receipt by CARRIER of DISPATCH’s or customer’s invoice and supporting documentation for the claim.

12. SUB-CONTRACT PROHIBITION

CARRIER specifically agrees that all freight tendered to it by DISPATCHER 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 DISPATCH.

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 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.

14. GOVERNING LAW, JURISDICTIONS AND VENU

This agreement shall be governed by and constructed 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 Denton County, Texas in connection with any claims or controversies arising out of this Agreement.

15. ADDITIONAL PROVISIONS

In the case of insufficient funds or Bank Account decline, there is a built in grace period of 5 days after the due date, before the account is subject to suspension. In which case, the account must be paid current and is subject to a reinstatement fee of \$100.

IN WITNESS WHEREOF,

the parties hereto have executed this Agreement as of the date first above written.

DISPACTH:

CARRIER:

Company: **Best Choice Dispatch, LLC.**

Company: _____

Contact: **Arthur Thompson, President | CEO**

Contact: _____

Signature: _____

Signature: _____



COMPANY PROFILE

Instructions: Please complete this form giving us all the information. The better informed we are, the better we will be able to assist you. This form should be updated at any time by notifying us. This information is for our use only and will not be released to any third party without your express written permission.

1. CARRIER INFORMATION

COMPANY (DBA) _____

ADDRESS: _____

CITY: _____ ST _____ ZIP _____

CONTACT: _____ PHONE: _____

E-MAIL: _____ FAX: _____

MC # _____ DOT # _____ EIN/SS # _____

SCAC # _____ TWIC # _____ HAZMAT # _____

2. EQUIPMENT SECTION

NUM. OF TRUCKS: _____ [Company _____ + Owner Operator _____]

NUM. OF TRAILERS: _____ VAN _____ REEFER _____ FLATBED _____ OTHER _____

ADDITIONAL INFO:



TRUCK & DRIVER(s) INFO

TRUCK #	TRAILER #	TYPE	YEAR	DRIVER	PHONE

3. SERVICE AREAS OF OPERATION *(please circle all that apply)*

48 States _____

- | | | | | | | | | | | | |
|----|----|----|--------|--------|--------|----|----|----|----|----|----|
| AL | AR | AZ | CA | CO | CT | DE | FL | GA | IA | ID | IL |
| IN | KS | KY | LA | M
A | M
D | ME | MI | MO | MN | MS | MT |
| NC | ND | NE | N
H | NJ | N
M | NV | NY | OH | OK | OR | PA |
| RI | SC | SD | TN | TX | UT | VA | VT | WA | WI | WV | WY |

4. RATE OF HAUL INFORMATION

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

IDEAL MILE RATE \$____.(V) \$____.(R) \$____.(F)

ADDITIONAL PREFERENCES:



5. 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 # _____

6. 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 # _____

7. REFERRAL

Please refer us three (3) Owner Operators who you believe might benefit from our service.

NAME _____ CELL _____
NAME _____ CELL _____
NAME _____ CELL _____

8. ADDITIONAL INFORMATION

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



PAYMENT AUTHORIZATION FORM

I _____, hereinafter called CARRIER do hereby authorize **Best Choice Dispatch, LLC**, to initiate a weekly zelle request from my bank, in consideration of the dispatching service provided to me. I understand that my signature on this authorization form, along with a photocopy of the front of voided check, as well as my driver license, will allow me the convenience of not having to produce these items for impression at the time of service.

_____/_____/_____

This authorization is to remain in full force and effect until the ending date listed above. I understand that I will be notified via email when Best Choice Dispatch, LLC submit zelle request to my account each week. I understand that if the load is tendered and accepted by me, but for any reason, whether is due to carrier, shipper, or broker, the load gets reschedule or canceled, I am still responsible for paying Best Choice Dispatch, LLC as set out above. Any revocation shall not be effective until DISPATCH is notified by CARRIER in writing to cancel this automatic payment authorization, in such time and in such DISPATCH a reasonable opportunity to act on it.

Carrier Signature

Authorization Date

E-Mail

LIMITED POWER OF ATTORNEY

This Limited Power of Attorney (the AGREEMENT) is made effective on _____(date)

between: Best Choice Dispatch, LLC a company established under the laws of the State of Texas, and _____ hereinafter called CARRIER, motor carrier company with MC #_____. CARRIER hereby appoints Best Choice Dispatch, LLC as my Attorney-in-Fact (AGENT). DISPATCHER's agents shall have full power and authority to act on my behalf. This power and authority shall authorize Best Choice Dispatch, LLC to manage and conduct affairs and to exercise all of my legal rights and powers, including all rights and powers that I may acquire in the future. Best Choice Dispatch, LLC 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 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. Best Choice Dispatch, LLC shall not be liable for any loss that results from a judgment error that was made in good faith. However, Best Choice Dispatch, LLC 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 Best Choice Dispatch, LLC 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 Best Choice Dispatch, LLC to bestchoicedispatchbox@gmail.com

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

DISPATCH:

CARRIER:

NAME _____

NAME _____

SIGNATURE _____

SIGNATURE _____

TITLE _____ *PRESIDENT/CEO* _____

TITLE _____

DATE ____/____/____

DATE ____/____/____

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ^a _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ^a		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
	6 City, state, and ZIP code		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)																																																																							
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td> </tr> <tr> <td colspan="4" style="text-align: center;">-</td> <td colspan="2" style="text-align: center;">-</td> <td colspan="4"></td> </tr> <tr> <td colspan="10" style="text-align: center;">OR</td> </tr> <tr> <td colspan="10" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td> </tr> <tr> <td colspan="4" style="text-align: center;">-</td> <td colspan="6"></td> </tr> </table>	Social security number																				-				-						OR										Employer identification number																				-									
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Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	

Sign Here	Signature of U.S. person ^a	Date ^a
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.