

1559 300th Street
 New Liberty, IA 52765
 Phone: 563 554 3458
 E-mail: acwtransportllc@gmail.com
 Web: http://acwtransport.my-free.website/



ACW Transport LLC Dispatch Application

Please fill out the following application as accurately and fully as you can. This information is required to dispatch your driver and thus, to do our job.

Company Information

MC #	DOT #	EIN # or SS #	Company Name
Cell #	Phone #	Name of Owner of the Company	
E-mail			
City	State	Zip Code	Physical Address
City	State	Zip Code	

If you will be having someone else doing this paperwork other than you (owner) please list the names and phone numbers of the person(s) with the authority to do so.

Name:	Phone	E-mail
-------	-------	--------

Whose name will be signing on the Broker Packets? (This should be the owner or authorized person):

Name	Signature
------	-----------

Driver Information:

Driver Name	Driver Cell	Driver E mail
Driver Name	Driver Cell	Driver E Mail

If more than one driver, please copy this page and use for other driver info.

Your Truck and Trailer Information Page

Please use additional paper if required. Please list each drivers' truck and trailer information in the following fields that match that driver. Please be accurate, guessing can cause load issues and hamper your load planner.

Trailer Info

Driver Name	Date of Birth	<input type="text"/>	CDL #	CDL State		
Exp. Date	<input type="text"/>	Are you registered with DOT DMV for apportioned plates:	Yes	No	Trailer #	
Year	Type of Trailer:	Hotshot	53' Van	Flatbed	Step Deck	Box Truck
Length	Length of trailer after ramps		Trailer have a dovetail?	Yes	No	Removal Ramps
Width of trailer from Rail to Rail:			Are the tires above or below the trailer bed	Above	Below	
Air Ride	Yes	No	Does the trailer have Dually Tire Axles by (1,2,3)	Does the trailer have Single Tire Axles by (1,2,3 4)		
# Axles	Rated for(lbs)		How many inches off the ground to bed of trailer (inches)			

Truck Info

Year	Make	Model	Towing Capacity (lbs)
# Truck	Choose One	Diesel	Gas

Registered states to haul in; or put "All 48":

Please attach a certified scale/empty weight ticket of your truck and trailer together please.

**What equipment each truck/trailer has, size and quantities.
Please enter how many & the sizes of each listed below and anything else that may not be listed.**

Chains	Ratchet Binder		Tarp:	Size of Tarp's		Straps		
Winch	Yes	No	Pull Capacity:	Dunnage (spare wood, 4x4, 2x4, etc.				
Ramps, if equipped, rating:			Do you have an on board weight device		Yes	No		
If truck is a Semi, do you have the following?			if flatbed, do you have pipe states:	Yes	No	Do you have coils?	Yes	No
If you do not have tarp's or any of the above listed items for your trailer,			are you willing to get them:	Yes	No	If yes, How soon can you get them		

WE HIGHLY RECOMMEND TARPS, CHAINES, RAMPS, STRAPS, AND DUNNAGE

What date is the driver ready to head out with a load? (Please allow us a min of 3-4 business days to set up)

City and State for your first pickup: City State How did you hear of us

Factoring

Do you currently have a factoring company?	Yes	No	If yes, with who:			
If not are you willing to user a factory company?	Yes	No	If yes, can i have a factoring company contact you:	Yes	No	

Driver Information Sheet

What needs to be done by each driver, each day:

- Check in daily by phone, e-mail, or text, whether on a load or not, by 9am central time.
- Communication is crucial, please let us know
 - o If you are falling behind
 - o You are not feeling well
 - o Truck or trailer is in the shop
- You are on a 34 hour reset or need one please allow us a minimum of 20 hours on clock to make sure all loads are taken care of, and your sit is as short as we can make it. (You make no money just sitting there!)
- No yelling at ANYONE. It is unprofessional and rude. If you have a problem with something, please calmly explain the situation and we will strive to resolve any problems that may arise. Life is stressful for you as well as us, please be professional at all times. Abuse will not be tolerated.
- Please be honest with your load planners! Lies and half-truths will only make it harder to plan you. (Example, don't say you can pick up a load by 5pm, its 3pm and your 400 miles away!) It's not worth jeopardizing the relationship between you and a broker!
- If you are referred, YOU MUST BE CARB COMPLAINT FOR CALIFORNIA OR YOU WILL BE PENALIZED BY CA.

The driver has been given a copy of the above rules and agrees to follow these rules.

Date Signature

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is entered into as of the , 20 [redacted], between ACW Transport LLC ("the Company")

and

("the Contractor").

1. Independent Contractor. Subject to the terms and conditions of this Agreement, the Company hereby engages the Contractor as an independent contractor to perform the services set forth herein, and the Contractor hereby accepts such engagement.

2. Duties, Term, and Compensation. The contractor's duties, term of engagement, compensation and provisions for payment thereof shall be as set forth in the estimate previously provided to the Company by the Contractor and which is attached as Exhibit A, which may be amended in writing from time to time, or supplemented with subsequent estimates for services to be rendered by the Contractor and agreed to by the Company, and which collectively are hereby incorporated by reference.

3. Expenses. During the term of this Agreement, the Contractor shall bill and the Company shall reimburse [him or her] for all reasonable and approved out-of-pocket expenses which are incurred in connection with the performance of the duties hereunder. Notwithstanding the foregoing, expenses for the time spent by Consultant in traveling to and from Company facilities shall not be reimbursable.

4. Written Reports. The Company may request that project plans, progress reports and a final results report be provided by Consultant on a weekly basis. A final results report shall be due at the conclusion of the week, by Saturday 10pm every week, and shall be submitted to the Company in a confidential written report at such time, via e-mail. The results report shall be in such form and setting forth such information and data as is reasonably requested by the Company.

5. Inventions. Any and all inventions, discoveries, developments and innovations conceived by the Contractor during this engagement relative to the duties under this Agreement shall be the exclusive property of the Company; and the Contractor hereby assigns all right, title, and interest in the same to the Company. Any and all inventions, discoveries, developments and innovations conceived by the Contractor prior to the term of this Agreement and utilized by [him or her] in rendering duties to the Company are hereby licensed to the Company for use in its operations and for an infinite duration. This license is non-exclusive, and may be assigned without the Contractor's prior written approval by the Company to a wholly-owned subsidiary of the Company.

6. Confidentiality. The Contractor acknowledges that during the engagement [he or she] will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by the Company and/or used by the Company in connection with the operation of its business including, without limitation, the Company's business and product processes, methods, customer lists, accounts and procedures. The Contractor agrees that [he or she] will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the Company. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the Company, whether prepared by the Contractor or otherwise coming into [his or her] possession, shall remain the exclusive property of the Company. The Contractor shall not retain any copies of the foregoing without the Company's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by the Company, the Contractor shall immediately deliver to the Company all such files, records, documents, specifications, information, and other items in [his or her] possession or under [his or her] control. The Contractor further agrees that [he or she] will not disclose [his or her] retention as an independent contractor or the terms of this Agreement to any person without the prior written consent of the Company and shall at all times preserve the confidential nature of [his or her] relationship to the Company and of the services hereunder.

7. Conflicts of Interest: Non-hire Provision. The Contractor represents that [he or she] is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between the Contractor and any third party. Further, the Contractor, in rendering [his or her] duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which [he or she] does not have a proprietary interest. During the term of this agreement, the Contractor shall devote as much of [his or her] productive time, energy and abilities to the performance of [his or her] duties hereunder as is necessary to perform the required duties in a timely and productive manner. The Contractor is expressly free to perform services for other parties while performing services for the Company. For a period of six months following any termination, the Contractor shall not, directly or indirectly hire, solicit, or encourage to leave the Company's employment, any employee, consultant, or contractor of the Company or hire any such employee, consultant, or contractor who has left the Company's employment or contractual engagement within one year of such employment or engagement.

8. Right to Injunction. The parties hereto acknowledge that the services to be rendered by the Contractor under this Agreement and the rights and privileges granted to the Company under the Agreement are of a special, unique, unusual, and extraordinary character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action at law, and the breach by the Contractor of any of the provisions of this Agreement will cause the Company irreparable injury and damage. The Contractor expressly agrees that the Company shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by the Contractor. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that the Company may have for damages or otherwise. The various rights and remedies of the Company under this Agreement or otherwise shall be construed to be cumulative, and no one of the them shall be exclusive of any other or of any right or remedy allowed by law.

9. Merger. This Agreement shall not be terminated by the merger or consolidation of the Company into or with any other entity.

10. Termination. The Company may terminate this Agreement at any time by verbal or written notice to the Contractor. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of the Company, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the Company at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.

11. Independent Contractor. This Agreement shall not render the Contractor an employee, partner, agent of, or joint venturer with the Company for any purpose. The Contractor is and will remain an independent contractor in [his or her] relationship to the Company. The Company shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the Company hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

12. Insurance. The Contractor will carry liability insurance (including malpractice insurance, if warranted) relative to any service that [he or she] performs for the Company.

13. Successors and Assigns. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

14. Choice of Law. The laws of the state of Iowa shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

15. Arbitration. Any controversies arising out of the terms of this Agreement or its interpretation shall be settled in Arizona in accordance with the rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof.

16. Headings. Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

17. Waiver. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

18. Assignment. The Contractor shall not assign any of [his or her] rights under this Agreement, or delegate the performance of any of [his or her] duties hereunder, without the prior written consent of the Company.

19. Notices. Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to the Contractor: Name _____
Address _____
City _____ State _____ Zip _____

If to the Company: Name: ACW Transport LLC
Street: 1559 300th Street
City: New Liberty, State: IA Zip: 52765

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

20. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

21. Entire Understanding. This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

22. Un-enforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

23. Duties, Term and Compensation. Please see Schedule A below.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

Date

Owner Signature

Contractors Signature

Schedule A
Duties, Term and Compensation

Duties: The Contractor will transport loads to shipper per the instruction on the rate sheet. [He or she] will report directly to Andrew Weets, or Christine Mason-Weets and to any other party designated by ACW Transport LLC in connection with the performance of the duties under this Agreement and shall fulfill any other duties reasonably requested by the Company and agreed to by the Contractor.

Term: This engagement shall commence upon execution of this Agreement and shall continue in full force upon completion of the Contractor's duties under this Agreement. The Agreement may only be extended thereafter by mutual agreement, unless terminated earlier by operation of and in accordance with this Agreement.

Compensation: As full compensation for the services rendered pursuant to this Agreement, the Company shall pay the Contractor at the rate of 92% of 100% of the dollars earned each driver dispatched, taking 8% for services rendered. **Any loads that are canceled by the Contractor/Company Driver at the last minute, once at the shipper, or for other non reasonable reasons, the Contractor is still responsible for the dispatch fee.** This does not include factoring, which is at the discretion of the Contractor. Such compensation shall be payable within 7 days of receipt of Contractor's weekly invoice for services rendered supported by reasonable documentation, unless factored, at which rate, pay is deposited by the factoring company, minus service fee of 8% held for ACW Transport LLC. All deposits from TAFS or other factoring company will be the responsibility of said factoring company, not ACW Transport LLC, unless factoring wasn't done.

Date Contractor Signature

Broker Packets and Rate Sheets

I hear by give ACW Transport LLC permission sign rate sheets and broker packets on behalf of the Contractor until such notice is given in writing to ACW Transport LLC of Termination of services.

Date Company Name Contractor Signature

Check List of things to send to ACW Transport LLC:

Copy of Insurance Certificate (with phone, fax, e-mail) Must have cargo & auto liability 100,000 & 1,000,000

Copy of w-9 (one has been provided) If your company is a sole prop. or DBA you need to use your SS number. If you are LLC or INC. then use your EIN# registered for your company.

Copy of Apportioned Registration Cab Card / STATES YOU ARE REGISTRED FOR *please send this form

Copy of CDL of driver

Copy of CDL/License of Owner

Copy of your FMSCA (MC# Authority). All names with insurance, w9, and authority must match

Copy of Factoring NOA NOTICE OF ASSIGNMENT

Send a copy or scale ticket of empty weight with fuel, truck, and trailer together

Does driver have: Computer in the Truck Yes No Printer in the Truck Yes No Cellphone to send and receive texts and e-mails Yes No

Have driver install **CAM Scanner** on his cell phone to take a picture of any paperwork that auto transfers to a pdf.

Employee Authorization

Please list all individuals having the authority to make and or receive funding instructions on behalf of (factoring company).

We require those individuals to sign below their name and also a copy of a valid picture ID.

Name: ACW Transport LLC - Christine Mason Weets

Name

Phone: 563 554 3458

Phone:

Fax: None

Fax:

E-mail: acwtransportllc@gmail.com

E-mail

Title: Dispatcher

Title:

Date

Owner Signature

Title

Printed Name

Automatic Payment Authorization

I, Owner of ("Carrier"). hereby Authorize ("Factor") to deduct 8% from each invoice purchased by Factor. Carrier agrees these funds will be placed in an escrow account by Factor to be disbursed weekly to ACW Transport LLC ("Dispatcher") as payment for dispatching services provided by ACW Transport LLC.

This agreement may be cancelled at any time via written notice to all parties.

Dispatcher: ACW Transport LLC

Signature:

Date:

****If for some reason the factoring cannot hold funds from you then you are responsible to send payments directly to ACW Transport LLC, 1559 300th Street, New Liberty, IA 52765.

Carrier

MC #

Date

Signature

Factoring Company Information

Name of factoring Company

Contract Representative

Address

City State Zip

E-mail

Phone #

Please send all documents to:

ACW Transport LLC

Cell: 563-639-8016

E-mail: acwtransportllc@gmail.com

UPDATED INSURANCE CERTIFICATE REQUEST. RUSH PLEASE

Date of

Please send a Certificate of Insurance for your Customer

(name of your company)

Insurance Name, Phone, E-mail:

ATTENTION: Insurance Agent

Please send a signed insurance certificate with the following

- .Please list ALL vehicles covered
- .List exclusions if any
- .Must have cargo and auto liability

Please list ACW Transport LLC as certificate holder.

ACW Transport LLC
1559 300th Street
New Liberty, IA 52765
563-639-8016
Email: acwtransportllc@gmail.com

FROM YOUR INSURED

Please put in my records of insurance that I give ACW Transport LLC (& any reps of) may contact insurance company to request CERT HOLDERS nothing else.

(This page to be sent to your insurance company for them to send to us the requested.)