



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

**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 Company Address  
 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  CDL # CDL State  
 Exp. Date  Are you registered with DOT DMV for apportioned plates: Yes No Trailer #  
 Year Type of Trailer: Hotshot 53' Dry Van 48' Flatbed 53' Flatbed 48' Step Deck  
 53' Step Deck 53' Reefer Power Only  
 Length Length of trailer after ramps Trailer have a dovetail? Yes No Removal Ramps Yes No  
 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) Do You have a TWIC Card? Yes No

What ELD (Electronic Logging Device) do you use?

**Truck Info**

Year Make Model Towing Capacity (lbs)  
 # Truck Choose One Diesel Gas Registered Weight (what's on your cab card)  
 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 make sure you have all the Tarps, chains, binders, and Straps need to do the Job. MUST HAVE:**

- TARPS - 6' or 7' drop lumber tarps to cover the whole trailer
- 10- Chains
- 10- Binders
- 20- 4" straps
- 20-2" straps

**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 your 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 a 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 refer, 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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. **The Independent Contractor agrees to not hire any other dispatch companies/dispatchers while using ACW Transport LLC as their dispatcher. If you want to use another dispatcher you must end the contract with ACW Transport LLC. \_\_\_\_\_ (Initial)**

**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 spend by Consultant in traveling to and from Company facilities shall not be reimbursable.

**4. Reports.** The Company may request that all owner operators & or drivers keep the Company updated at all times with pickup and delivery ETA, drive time left, where the drivers currently are, and any other information the company may need to book loads for the contractor.

**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 Contractor. The company hold no rights to this.

**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. 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 or Contractor may terminate this Agreement at any time by verbal or written notice to the Company. This is a day by day contract and can be canceled in writing or over the phone at any time by both parties. 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.



**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 receiue texts and e-mails	Yes	No
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Have driver install **CAM Scanner** on his cell phone to take a picture of any paperwork that auto transfers to a pdf. and e-mail to ACW Transport LLC

Who will be doing the invoicing to the factoring companies/brokers ACW Transport LLC owner

**When all the above information has been sent to ACW Transport LLC and the factoring setup we can get you out on the road.**

### 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: <u>ACW Transport LLC - Christine Mason Weets</u>	Name
Phone: <u>563 554 3458</u>	Phone:
Fax: <u>None</u>	Fax:
E-mail: <u>acwtransportllc@gmail.com</u>	E-mail
Title: <u>Dispatcher</u>	Title:

Date   
Title

Owners Signature: \_\_\_\_\_  
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.)





# Authorization for Credit Card Use

PRINT AND COMPLETE THIS AUTHORIZATION AND RETURN.  
All information will remain confidential

Name on Card: \_\_\_\_\_

Billing Address: \_\_\_\_\_  
\_\_\_\_\_

Credit Card Type: \_\_\_\_\_ Visa \_\_\_\_\_ Mastercard \_\_\_\_\_ Discover \_\_\_\_\_ AmEx

Credit Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Card Identification Number: \_\_\_\_\_ (last 3 digits located on the back of the credit card)

Amount to Charge: \$ Weekly Invoice Amount (USD)

## Select one of the following below:

I authorize ACW Transport LLC to automatically charge the amount listed above to the credit card provided herein each week. I agree to pay for this purchase in accordance with the issuing bank cardholder agreement. What day of the week do you want your card to be charged? MON\_\_TUE\_\_WED\_\_THUR\_\_

I will call the balance in each week by Thursday

I will be sending a check in the mail

Factoring company will send payment

Cardholder – Please Sign and Date

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

## Return the completed and signed form to the following:

ACW Transport LLC, 1559 300<sup>th</sup> St, New Liberty, IA 52765. Email: acwtransportllc@gmail.com