



DISPATCHER SERVICE AGREEMENT

committed@winningwithlogistics.com
(202) 413-6875

I _____ (**the carrier**), the Owner/Operator of
Truck # _____ Trailer # _____, MC # _____ and DOT #, _____
hereby grants authorization/permission to: **Committed to Winning Logistics, LLC** to act as my agent for the sole
purpose of searching for and booking loads, processing all brokerage paperwork and obtaining/submitting all
necessary documents required in order to expedite loads and dispatch via telephone, fax or e-mail for my truck,
License Plate#, _____, in the state of, _____.

**The Client must prior to the implementation of this agreement furnish to Committed to Winning Logistics, LLC
the following:**

- ✓ A Copy of Client's Certificate of Authority
- ✓ Proof of Insurance Certificates
- ✓ A signed W-9
- ✓ This Agreement form completed, dated, and signed
- ✓ Notice of assignment

STATEMENT OF WORK

Committed to Winning Logistics, LLC will:

- Book loads on the Client's behalf.
- Send rate confirmation to Clients by 6pm.
- Find freight that best matches profile for the Client.
- Upon the Client agreeing to the load, **Committed to Winning Logistics, LLC** will fax to shipper / broker the
Clients, Authority, W-9, proof of insurance, and order insurance certificates if required, along with any
other required supporting documentation.
- Handle the setting of appointments if necessary.
- Prepare directions to shipper/consignee, if necessary.
- Provide access to our rates and shippers depending on the location of the truck.
- Assist with any problems that arise in the transit of the load when necessary, within our capabilities.
Client is responsible for their own equipment; we can direct you to a service that may be helpful.
- All load information is available to the Client at all times, **Committed to Winning Logistics, LLC** will hold
on to the dispatch, accessorial information, etc. until the load is completed.
- Upon forwarding the final load confirmation, and mailing all documentation to the Client, the services of
Committed to Winning Logistics, LLC have been fully performed.
- Book and communicate load information to drivers between 8am and 7pm Monday – Friday. Client will
reach out to the broker for any issues regarding the load after 7pm.

Obligations of Dispatcher

Dispatcher agrees to handle paperwork, phone, and fax to and from the Broker or Shipper to tender commodities
or shipments to Client for transportation in interstate commerce by Client between points and places within the
scope of Client's operating authority.

- Dispatcher bears no financial or legal responsibility in the transaction between the Shipper, Client
agreement.
- Dispatcher will:
 - Make a 100% effort to keep Client's truck(s) loaded.



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- Client will be contacted about every load we find offer, and the driver will Accept or Reject the load. Client cannot cancel once the load is booked.
- Invoice the Client at time of service, also provide a copy of each load Confirmation Sheet, Client is being billed for.

Obligations of Client and driver and Late Fee Notice

- Client gives **Committed to Winning Logistics, LLC** power of attorney and authority to provide his/her signature for rate confirmation sheets, invoices and associated paperwork necessary for securing cargo and billing purposes.
- Client agrees to collect payment from the Shipper promptly, following receipt of a freight bill and proof of delivery of each shipment to its assigned destination, free of damage or shortage. The amount to be paid by Shipper to Client shall be established between the parties on a per shipment basis prior to commencement of each individual shipment. A load confirmation including details of shipment and revenue to be paid will be supplied via FAX or EMAIL by Shipper to Client. Confirmation will be signed by **Committed to Winning Logistics, LLC** and returned via FAX or EMAIL to Shipper.
- In the event of a breakdown, Client is responsible for contacting roadside. We recommend signing up with a roadside company and issuing that contact info to your driver. Client is responsible for payment of any needed repairs.
- Client nor driver is allowed to cancel once a load is booked.
- Client is responsible for obtaining all permits.
- **Late Fee Notice** is as follows. Invoices for the week will be sent out every Saturday, the client has until that following Tuesday to submit payment to **Committed to Winning Logistics, LLC**. A late fee of **\$50.00** will be applied to the clients account if the payment is submitted later than midnight that Tuesday. Subsequently an additional **\$25.00** will be applied to the clients account each additional week the payment is late.

CARRIER INITIALS HERE: _____

ADDITIONAL PROVISIONS

Once a load has been set up for the Client and all information given, it will be the responsibility of the Client to handle directly with the shipping party any problems, issues, delays, overages, shortages, damages, or billing and collections issues, unless, you have made arrangements for additional services from **Committed to Winning Logistics, LLC**.

In no event will **Committed to Winning Logistics, LLC** be liable for any incidental, consequential, or indirect damages for the loss of profits, or business interruption arising out of the use of the service.

We do not guarantee a minimum gross amount for trucks under our dispatch service, but our weekly gross quota is \$4,000. Each truck, however, is able to gross up more depending on how hard the driver is willing to work. **The fee for our dispatching services will be 7 % of the weekly gross quota.**

Termination

Our contract term is 6 months minimum.

Client may terminate this agreement within 30 days without penalty. **Committed to Winning Logistics, LLC** may terminate this agreement at any time without notice.

Contracts terminated by Client after 30 days and before the 6-month minimum will forfeit their deposit.

CARRIER INITIALS HERE: _____



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DISCLAIMER

Committed to Winning Logistics, LLC is NOT responsible for:

- Billing Issues
- Load problems
- Advances (All advances will have to be handled directly between Client and Shipper / Broker)
- Handling and storage of paperwork
- DOT compliance issues
- SPIKE Insurance

GOVERNING LAW

This agreement shall be governed by and construed in accordance with laws of the State of Texas without giving effect to any choice of law or conflict of laws provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the state of Texas.

JURISDICTIONS AND VENUES

Committed to Winning Logistics, LLC and the Client hereby consent to and agree to submit to the jurisdiction of the Federal and state courts located in El Paso, Texas in connection with any claims or controversies arising out of the Agreement. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as the date written.

Please provide the following information:

Your cell phone/text number here: (_____) _____

Your Email Here: _____

Either party has the right to end this agreement without cause at any time with seven (7) days' notice by written request.

By signing below, I fully understand the terms of this agreement.

Date:

Date:

(Print Company Name)

Committed to Winning Logistics, LLC

(Signature of Representative)

(Dispatch service Representative)

(Print Representative Name/Title)

(Dispatch service signature)