



DISPATCH + CARRIER AGREEMENT

Carrier Initials _____

This AGREEMENT made as of this _____ day of _____, 2021 by and between **Perry Logistics Services LLC** [DISPATCH] and _____, license by the FMCSA as an intrastate/interstate carrier of property holding authority, MC # _____ [CARRIER]. The DISPATCH and the CARRIER have, upon due consideration, determined that a contract agreement 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, via email at **info@perry-logistics.com**.

- ____ Dispatch Carrier Agreement
- ____ Copy of Client's Authority (MC Permit)
- ____ Credit Card Authorization Form
- ____ A signed W-9 form
- ____ Copy of Owner Operator's and Driver's Driver License
- ____ Limited Power of Attorney form
- ____ Certificate on Insurance, listing Perry Logistics Service LLC as Certificate Holder P.O. Box 293 - Middleburg, FL 32050

2. RELATIONSHIP

The relationship of CARRIER to DISPATCH shall, always, 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, handling 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 by certified mail of one party to another.

4. DISPATCH SERVICE METHOD

DISPATCH's objective is to design a proactive logistic plan a week in advance, based on CARRIER's territory preference. The plan is influenced by the current situation on the market and/or region, in order to take advantage of the most profitable loads. DISPATCH's logistics coordinators (dispatchers) will find loads that best match 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 the broker/shipper. Once the load confirmation is received, it is forward to CARRIER, for it's records. DISPATCH agrees to "assist" CARRIER with any load issues, road assistance, advances, paperwork, and/or billing issues.

Carrier Initials _____

5. COMPENSATION

DISPATCH will service for a flat fee of **10%** of the load confirmation. Plus, an additional \$20 service fee per load. The amount due to DISPATCH, will be automatically deducted from a Debit/Credit Card provided by CARRIER on this agreement. By the end of business day every Friday, DISPATCH will charge the Debit/Credit Card on file for the agreed service rendered.

6. NON-SOLICITATION

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.

7. BILLS OF LADING

Each shipment will be evidenced by a bill of lading issued by either brokers/shippers. Such bills of lading or receipts or invoices are however, for the sole purpose of evidencing receipt for the goods.

8. 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.

9. 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.

10. 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 a shipper's goods or property while under CARRIER's care. Payments by CARRIER to DISPATCH 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.

11. SUB-CONTRACT PROHIBITION

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

Carrier Initials _____

12. INDEMNIFICATION

CARRIER agrees to indemnify, defend and hold DISPATCH 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 DISPATCH 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.

13. GOVERNING LAW, JURISDICTIONS AND VENU

This agreement shall be governed by and constructed in accordance with laws of the State of Florida both as interpretation and performance. DISPATCH and CARRIER hereby consent to and agree to submit to the jurisdiction of the Federal and State courts located in Clay County, Florida in connection with any claims or controversies arising out of this Agreement.

14. ADDITIONAL PROVISIONS

In the case of insufficient funds or credit card decline, there is a built-in grace period of 48 hours 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.

DISPATCH

Company: **PERRY LOGISTICS**

Contact: **SCOTT PERRY, President | CEO**

Signature: _____

CARRIER:

Company: _____

Contact: _____

Signature: _____

Carrier Initials _____

CARRIER 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:

LIST THE CURRENT BROKERS YOU ARE SET-UP WITH:

Carrier Initials _____

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 MA MD ME MI MO MN MS MT
 NC ND NE NH NJ NM 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) \$ _____ (Other)

ADDITIONAL PREFERENCES:

Carrier Initials _____

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 _____ **WEBSITE** _____

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 _____ **ADDRESS** _____

CONTACT _____ **PHONE #** _____

7. REFERRAL BONUS PROGRAM

A \$500 referral bonus will be paid to referrer for every carrier referred.

Referred carrier **MUST** remain a carrier for Perry Logistics Services LLC for at least 365 calendar days.

Referred carrier **MUST** maintain a clean driving and safety record during their tenure with Perry Logistics Services LLC.

Referred carrier **MUST** accumulate a minimum of 50,000 miles in one calendar.

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

NAME _____ **CONTACT NUMBER** _____

NAME _____ **CONTACT NUMBER** _____

NAME _____ **CONTACT NUMBER** _____

Please use the section below 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.

Carrier Initials _____

CREDIT CARD PAYMENT AUTHORIZATION FORM

I _____, hereinafter called CARRIER do hereby authorize **PERRY LOGISTICS SERVICES LLC**, hereinafter called DISPATCH, to initiate a weekly debit entry for the amount listed below, on the dates listed below, to the credit card account indicated below, 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 and the back of both my credit card, 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.

Name on the Card: _____

Please Circle One: VISA MC DISC AMEX

Credit Card Number: _____

Expiration Date: ____/____/____ **CVV:** _____ **ZIP:** _____

Authorized Weekly Payment Amount:

10% per confirmed and completed load. Plus \$20 Service fee per load.

Starting on ____/____/____ **2021**

Ending on ____/____/____ **2022**

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 DISPATCH debit my account each week. I understand that if the load is tendered and accepted by me, but for any reason, whether is due to the carrier, shipper, or broker, the load gets rescheduled or cancelled, I am still responsible for paying DISPATCH 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 a manner as to afford DISPATCH a reasonable opportunity to act on it.

Card Holder's Signature _____

Authorization Date _____

Card Holder's E-Mail _____

Carrier Initials _____

LIMITED POWER OF ATTORNEY

This Limited Power of Attorney (the AGREEMENT) is made effective on _____ (date) between: **PERRY LOGISTICS SERVICES LLC** hereinafter called DISPATCH a company established under the laws of the State of Florida, and _____ hereinafter called CARRIER, motor carrier company with MC # _____. CARRIER hereby appoints DISPATCH as my Attorney-in-Fact (AGENT). DISPATCH's agents shall have full power and authority to act on my behalf. This power and authority shall authorize DISPATCH to manage and conduct affairs and to exercise all my legal rights and powers, including all rights and powers that I may acquire in the future. DISPATCH 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. 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 email 10 days in advance to DISPATCH to info@perry-logistics.com

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

DISPATCH:

CARRIER:

NAME: *Perry Logistics Services LLC*

NAME _____

SIGNATURE _____

SIGNATURE _____

TITLE: Dispatcher

TITLE _____

DATE ____ / ____ / ____

DATE ____ / ____ / ____

Carrier Initials _____