The effective date of this agreement is the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereafter referred to as the “**CARRIER**,” and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereafter referred to as the “**FREIGHT DISPATCHER**”

CARRIER is a motor contract carrier of property authorized by Permit No. MC #\_\_\_\_\_\_\_\_\_\_\_\_, CA #\_\_\_\_\_\_\_\_\_\_\_\_\_ and USDOT #\_\_\_\_\_\_\_\_\_\_\_\_\_\_. CARRIER must know and understand and be in compliance with all regulations as set forth by the Federal Motor Carrier Safety Administration.

The relationship of the CARRIER and the FREIGHT DISPATCHER shall, at all times, be that of an independent contractor. Neither party shall be considered to be the agent or employee of the other. CARRIER is not at any time required to purchase or rent products, equipment or services from the FREIGHT DISPATCHER.

Both the FREIGHT DISPATCHER and the CARRIER understand that this agreement does not bind the respective parties to mutually exclusive service to each other. Rather, the FREIGHT DISPATCHER may enter into similar agreements with other CARRIERS and the CARRIER may enter into similar agreements with other FREIGHT DISPATCHER.

CARRIER agrees that it shall be responsible for any loss, delay, destruction, theft, damage or liability, of whatever nature, which arises either from the transportation of any freight arranged for by the FREIGHT DISPATCHER while being transported by the CARRIER or from CARRIER’S failure to promptly perform the transportation arranged by the FREIGHT DISPATCHER and accepted by the CARRIER. CARRIER represents that its operations will comply with all applicable state and federal laws and regulations.

CARRIER will assume full responsibility for all salaries, insurance, taxes, pensions, premiums, contributions and benefits of CARRIER’S employees in the performance of this contract. CARRIER shall provide all trucks and equipment necessary to perform this agreement.

In the event loading and unloading times are delayed due to circumstances beyond reasonable control of the FREIGHT DISPATCHER, there shall be no additional compensations to the CARRIER by the FREIGHT DISPATCHER unless advance approval is made in writing by the FREIGHT DISPATCHER and CARRIER. (A facsimile copy shall be sufficient to the same extent as an original). CARRIER will follow any reasonable special instructions the FREIGHT DISPATCHER provides for the performance of this agreement. CARRIER will meet or exceed the usual and accepted industry standards in the transportation of freight.

This agreement begins on the above date, for a period of one year, and automatically renews each year for a period of one year on the annual anniversary date of this agreement; except it terminates in the event of any of the following reasons:

1. FREIGHT DISPATCHER ceases business
2. CARRIER ceases business
3. Either parties give ten (10) days written notice of termination of this agreement

**Rates and Charges/Billings**: FREIGHT DISPATCHER will charge and CARRIER will pay for the above transportation service performed on the basis of the rate of five percent (5%) of the charges shown on separate Load Confirmation/Quote sheet. Payment to FREIGHT DISPATCHER by CARRIER shall be complete and final without recourse. CARRIER will pay within fifteen (15) days of billing or on written agreement between FREIGHT DISPATCHER and CARRIER. (A facsimile copy shall be sufficient to the same extent as an original). A Fifteen dollar ($15) per day late fee will apply for late payment.

**Payment Agreement:**

1. Load Confirmation/Quote Sheet agreement must be signed and returned via fax on each load moved to the FREIGHT DISPATCHER.
2. CARRIER must call FREIGHT DISPATCHER when loaded with any information requested by Freight Broker or Shipper (such as Bill of Lading number, pieces and weight).
3. CARRIER must call FREIGHT DISPATCHER when load is delivered to confirm delivery accepted without exception or other problem.
4. Any exception upon delivery must be immediately conveyed to FREIGHT DISPATCHER before the driver leaves the consignee’s facility.

**Indemnification:** CARRIER shall defend, indemnify, and hold FREIGHT DISPATCHER harmless from and against all loss, liability, damage, delay, claim, fine, cost or expense, including reasonable attorneys’ fees, arising out of or in any way related to the performance or breach of this Agreement by CARRIER, its employees or independent contractors working for CARRIER (collectively the “Claims”), including, but not limited to, claims for or related to personal injury (including death), property damage and Claims related to or arising out of CARRIER’S possession, use, maintenance, custody or operation of the equipment used for providing transportation services. Notwithstanding any contrary provision, CARRIER’S liability under this indemnification shall not be limited by the insurance coverage’s required.

This agreement constitutes the entire agreement between FREIGHT DISPATCHER and CARRIER and may not be amended, modified, or waived except by written agreement, signed by FREIGHT DISPATCHER and CARRIER. This contract cannot be changed, modified, limited, or supplemented by reference to any CARRIER rates, rules, classification, practice schedule or tariff.