

Arthur Transport Services LLC

445 Broadhollow Rd., Suite 25, N.Y. 11747
Ph: (631) 494-2550 FAX: (631) 494-2719

Dispatch Agreement

1. RECITALS

This agreement made as of the _____ day of _____, 20____, by and between *Arthur Transport Services LLC* hereinafter referred to as *ATS LLC*, and _____ of _____, hereinafter referred to as Carrier, desiring to retain *ATS LLC* by executing a Limited Power of Attorney form to find and secure freight and dispatch Carrier's equipment. The Carrier must prior to the implementation of this agreement furnish to *ATS LLC*, the following:

- Signed Limited Power of Attorney form.
- Copy of Carrier's Authority & USDOT#
- Proof of Insurance Certificate, Listing *Arthur Transport Services LLC* as a Certificate holder. Our address is: 445 Broadhollow Rd. Suite 25, Melville N.Y 11747 ***We require at least \$1,000,000 in Liability and at least \$100,000 in Cargo coverage.
- A signed W-9 form
- Copy of Owner Operator's driver's license
- Contact info. of main representative of Carrier.
- This Agreement form completed, dated, initialed, and signed.

2. SERVICE PLAN REQUESTED (Please check which plan you prefer)

- **Bronze Service Plan** (non-invoicing)
Dispatch Service for 8% of Load confirmation, as stated in attachment A.
- **Silver Service Plan** (with per load invoicing)
Dispatch Service for 11% of Load confirmation, as stated in attachment A.
- **Gold Service Plan** (Back office)
Dispatch Service for 14% of Load confirmation plus Invoicing, Oversize Permits & Quarterly IFTA Filing, as stated in attachment A.

*****See Attachment A for additional information*****

Pg.1/Initial_____

3. EFFECTIVE DATE AND DURATION

This agreement shall be in effect upon the date signed by both parties to this Agreement and shall be in effect until the revocation of the Limited Power of Attorney or until notice is given by *ATS LLC*. Carrier will by emailing said Revocation Notice to: **carrierservices@ats.com** or faxing said Revocation Notice to: FAX **(631) 494-2719**.

4. STATEMENT OF THE WORK

ATS LLC will:

- Find freight that best matches the profile for the Carrier.
- Will contact Carrier with load matches and go over options.
- Upon Carrier agreeing to take a load, *ATS LLC* will fax to shipper/broker the Carrier's Authority, W-9, proof of insurance, and order insurance certificate if required, along with any other required supporting documentation.
- All load information is always available to the Carrier. *ATS LLC* will hold on to the dispatch, accessorial information, etc. until the load is completed.
- Upon forwarding the final load confirmation, and emailing or mailing all documentation to the Carrier, the services of *ATS LLC* have been fully performed.

5. CONSIDERATION

The Carrier agrees to pay *ATS LLC* for services per service plan requested and stated on attachment (A) of this agreement. The agreed term rates will be required to be paid to *ATS LLC* as per the conditions of the agreement. *ATS LLC* will invoice the Carrier as per billing terms in Attachment A of the agreement via Email, U.S Mail or faxing said invoice by PayPal. A 3-day grace period will be allowed before the account becomes overdue. At 7 days the account will be suspended and a reactivation fee of \$100 will apply in addition to any overdue fees. After 14 days the account may be placed for collection.

Payment can be made to *ATS LLC* by PayPal, Factoring Service, Debit/Credit Card, Cash App, Comchek or Bank Transfer. Once the payment is processed the Carrier will be sent a confirmation receipt via email or fax. Any other provisions must be approved in advance. Please refer to Attachment (A) for additional information.

6. ADDITIONAL PROVISIONS

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

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

Carrier agrees to hold harmless before, during, and after the contract, all direct or indirect damages resulting from Carrier hauling of shippers' freight. This includes but is not limited to loading problems or issues, delays, overages, shortages, damages, and billing and collection issues and hours of services.

Carrier will be responsible for notifying *ATS LLC* of changes to authority, insurance, client profile or ownership.

ATS LLC will work within the establishment parameters of the Carriers Company Profile.

ATS LLC will notify Carrier of best-matched loads for approval prior to making haul commitment.

ATS LLC will fax or email all necessary documentation to the broker directly, along with final approval once Carrier has approved load or designated representative.

ATS LLC will notify Carrier if load required qualifications or additional insurance. *ATS LLC* will furnish to Carrier necessary information for qualification or insurance necessary.

In the event that *ATS LLC* books a load matching the Carriers truck posting, the Carrier agrees to pay *ATS LLC* as agreed to on Page 2 and Attachment (A) of the Agreement for services rendered.

(NOTE: To avoid charges for unavailable equipment, it is imperative to notify *ATS LLC* immediately if the truck is loaded from another source. No charge will result if *ATS LLC* is notified that the truck is no longer available for dispatch.)

7. **NON-SOLICITATION**

Carrier agrees that it will not solicit traffic from any shipper, consignor, or customer of *ATS LLC* where the Carrier transports loads, or is made aware of such traffic, as a result of *ATS LLC* efforts. It is further agreed that this non-solicitation provision shall be in force and effect during that term of this AGREEMENT and for a period of one (1) year from the date of 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 *ATS LLC* for 100 percent (100%) of the gross transportation revenue received by Carrier from said shipper(s) with one (1) year after the date of termination of this AGREEMENT.

8. **SUB-CONTRACT PROHIBITION**

CARRIER specifically agrees that all freight tendered to it by *ATS LLC* 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 *ATS LLC*.

9. **DISCLAIMER**

ATS LLC IS NOT RESPONSIBLE FOR:

- Billing issues (Unless signed up for invoicing)
- Load problems of any nature
- Advances (All advances will have to be handled directly between Carrier and shipper/broker)
- Paperwork handling and/or storage (All documents will be sent to Carrier unless other arrangements are made)
- DOT compliance issues
- SPIKE insurance

10. GOVERNING LAW

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

11. JURISDICTIONS and VENUE

ATS LLC and Carrier hereby consent to and agree to submit to the jurisdiction of the federal and state courts located in the SUFFOLK COUNTY, NEW YORK 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 first above written.

Date: _____

Date: _____

CARRIER: _____
(Print Company Name)

Arthur Transport Services LLC

Contact: _____
(Print Name/Title)

Contact: Sherwin Arthur
(President/CEO)

(Signature)

(Signature)

12. 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 _____ **WEB** _____

ADDRESS _____ **CITY** _____ **ST** ___ **ZIP** _____

CONTACT _____ **EMAIL** _____

PHONE # _____ **FAX #** _____

13. 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 _____ **WEB** _____

ADDRESS _____ **CITY** _____ **ST** ___ **ZIP** _____

CONTACT _____ **EMAIL** _____

PHONE # _____ **FAX #** _____

14. REFERRAL

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

NAME _____ **CELL** _____

NAME _____ **CELL** _____

NAME _____ **CELL** _____

Arthur Transport Services LLC

COMPANY 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.

15. CARRIER INFORMATION

COMPANY (DBA) _____

ADDRESS: _____

CITY: _____ ST _____ ZIP _____

CONTACT: _____ PHONE: _____

E-MAIL: _____ FAX: _____

MC # _____ DOT # _____ EIN/SS # _____

SCAC # _____ TWIC # _____ HAZMAT # _____

16. EQUIPMENT SECTION

NUM. OF TRUCKS: _____

NUM. OF TRAILERS: _____ VAN _____ REEFER _____ FLATBED _____ OTHER _____

ADDITIONAL INFO:

ATTACHMENT (A)

This attachment pertains to the selected level of service noted on Page 1 Section 2 of this agreement for _____ (Carrier), and will remain in effect until either Carrier requests to have a change in service, wishes to terminate this Service Agreement, or Carrier is cancelled by *ATC LLC* for cause.

Bronze Service Plan:

This plan is detailed as a per load plan. The cost of this plan is 8% of the load confirmation per truck enrolled without invoicing with *ATS LLC*. Payment can be made according to Page 2 Section 5 of this agreement.

Silver Service Plan:

This plan is detailed as a per load plan plus invoicing. The cost of this plan is 11% of the load confirmation per truck enrolled with *ATS LLC*. Payment can be made according to Page 2 Section 5 of this agreement.

Gold Service Plan:

This plan is detailed as a per load plan including Invoicing, Oversize Permits and Quarterly IFTA (International Fuel Tax) Filing. The cost of this plan is 14% of the load confirmation per truck enrolled with *ATS LLC*. Payment can be made according to Page 2 Section 5 of this agreement.

***Note:** Any additional services ex. (Oversize Permits or IFTA Filing) can be added to either Bronze or Silver Service Plans for 2% each per load confirmation.*

INVOICING:

This involves if you would like *ATS LLC* to bill shipper or receiver on your behalf. We will send out a detailed invoice prior to billing for your approval on all charges. At no time will *ATS LLC* collect any money; all monies to be received will be sent directly to the carrier.

BILLING TERMS:

The amount due to *ATS LLC* will be invoiced to Carrier by the end of the business day of receiving the load confirmation from the brokers/shippers.

Arthur Transport Services LLC

CREDIT CARD PAYMENT AUTHORIZATION FORM

I _____, hereinafter called CARRIER do hereby authorize **ARTHUR TRANSPORT 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 Check One: VISA MC DISC AMEX

Credit Card Number: _____

Expiration Date: _____ / _____ **CVN:** _____ **ZIP:** _____

This authorization is to remain in full force and effect until revocation of this agreement. I understand that I will be notified via email when DISPATCH debit my account. I understand that if the load is tendered and accepted by me, but for any reason, whether is due to CARRIER, shipper or broker, the load gets reschedule 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 Email

Arthur Transport Services LLC

LIMITED POWER OF ATTORNEY

This Limited Power of Attorney (the AGREEMENT) is made effective on _____ (date) between: **ARTHUR TRANSPORT SERVICES LLC**, hereinafter called DISPATCH a company established under the laws of the State of New York, 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 and brokers. 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 the Power of Attorney in any manner. DISPATCH shall not be liable for any loss that results from a judgement 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 the Power of Attorney. I authorize DISPATCH to indemnify and hold harmless and 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 sent via email 10 days in advance to DISPATCH to carrierservices@ats.com.

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

DISPATCH:

NAME SHERWIN ARTHUR

SIGNATURE _____

TITLE _____

DATE ____ / ____ / ____

CARRIER:

NAME _____

SIGNATURE _____

TITLE _____

DATE ____ / ____ / ____

