



# Elite Decisions Dispatch Services LLC

DISPATCH AND CARRIER AGREEMENT



## CONTACT US

 786-303-1437

 Ask@elitedecisionsdispatch.com

 [elitedecisionsdispatch.com](http://elitedecisionsdispatch.com)

 [elitedecisionsdispatch](https://www.instagram.com/elitedecisionsdispatch)



## **Welcome to Elite Decisions Dispatch Services LLC!**

Thank you for your interest and consideration in this company and choosing us as your dispatcher. Only the highest level of service is always delivered, and Elite Decision Dispatch Services LLC is delighted and confident that you will be very satisfied with the services offered.

The required information below is to get to know you better. It is also the first step to formalize our dispatching and carrier agreement. Please note that the Carrier Profile Form and Agreement for Dispatching Service Form must be accurately completed and signed.

Please do not hesitate to contact us with any questions or feedback.

Sincerely,

ELITE DECISIONS DISPATCH SERVICES LLC



## **CARRIER PROFILE FORM**

*Instructions: Please complete this form by providing all required information. This form can be updated at any time by notifying us via email or telephone call. This information is for our use only and will not be released to any third party without your express written permission.*

### 1. CARRIER INFORMATION

<b>COMPANY NAME</b>	
<b>YEARS IN BUSINESS</b>	
<b>OWNER/OPERATOR'S NAME(S)</b>	
<b>OWNER/OPERATOR'S ADDRESS</b>	
<b>OWNER/OPERATOR'S TELEPHONE #</b>	
<b>BUSINESS ADDRESS</b>	
<b>COMPANY EMAIL</b>	
<b>COMPANY WEBSITE</b>	
<b>MC #</b>	
<b>US DOT #</b>	
<b>EIN/SS #</b>	
<b>HAZMAT #</b>	
<b>SCAC CODE</b>	
<b>TWIC</b>	



**2. SERVICE AREA OF OPERATION**

Select all areas you prefer to operate by clicking the box **OR ALL STATE** if you have no preference.

<b>ALL STATE</b> <input type="checkbox"/>			
ZONES	STATES	ZONES	STATES
Z 0	CT, ME, MA, NJ, NH, RI, VT <input type="checkbox"/>	Z 5	IA, MN, MT, ND, SD, WI <input type="checkbox"/>
Z 1	DE, NY, PA <input type="checkbox"/>	Z 6	IL, KS, MO, ME <input type="checkbox"/>
Z 2	MD, NC, SC, VA, WV <input type="checkbox"/>	Z 7	AR, LA, OK, TX <input type="checkbox"/>
Z 3	AL, FL, GA, MS, TN <input type="checkbox"/>	Z 8	AZ, CO, ID, NV, NM, UT, WY <input type="checkbox"/>
Z 4	IN, KY, MI, <input type="checkbox"/>	Z 9	CA, OR, WA <input type="checkbox"/>

Region(s) to Avoid? \_\_\_\_\_

Regional Driving or OTR? \_\_\_\_\_

Home Time Requirement \_\_\_\_\_

**3. EQUIPMENT SECTION** (Please provide the following information)

<b>NUMBER OF TRUCKS</b>					
<b>NUMBER OF TRAILERS</b>					
TRAILER #	TRUCK #	YEAR	TYPE	DRIVER'S NAME	DRIVER'S TELEPHONE #

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**4. INSURANCE INFORMATION**

*Please provide your insurance information for the purpose of obtaining a certificate of insurance with specific holders. (i.e., Brokers and/or Shippers)*

<b>INSURANCE PROVIDER</b>	
<b>POLICY #</b>	
<b>CONTACT NAME</b>	
<b>TELEPHONE #</b>	
<b>EMAIL</b>	
<b>ADDRESS</b>	

**5. RATE OF HAUL INFORMATION**

*Please provide us your ideal milage rate information. Please be reasonable as many factors have the potential to change this information.*

<b>BOX TRUCK</b>	<b>HOT SHOT</b>	<b>POWER ONLY</b>	<b>SPRINTER/ CARGO VAN</b>
\$	\$	\$	\$
<b>FLAT BED</b>	<b>REEFER</b>	<b>STEP DECK</b>	<b>VAN</b>
\$	\$	\$	\$

**6. FACTORING INFORMATION** *(Please provide the following information, if available).*

<b>FACTORING COMPANY</b>	
<b>CONTACT NAME</b>	
<b>ADDRESS</b>	
<b>EMAIL</b>	
<b>TELEPHONE #</b>	



**7. REFERRALS**

*Please list Owner/Operators who would benefit from our service. Referral bonus paid for new agreements.*

NAME	EMAIL	TELEPHONE #

**8. ADDITIONAL INFORMATION**

*Use the section below to better describe your company. Please include special terms and conditions and/or anything we should consider while searching for and booking loads for your company.*

**BY SIGNING THIS SECTION, YOU CONFIRM THAT ALL THE INFORMATION PROVIDED IS CORRECT.**

COMPANY NAME: \_\_\_\_\_

PRINT NAME & TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_



## **AGREEMENT FOR DISPATCHING SERVICES**

### 1. RECITALS

This AGREEMENT made as of this \_\_\_\_\_ (Date), by and between **Elite Decisions Dispatch Services LLC** and \_\_\_\_\_ (Contact Name), of \_\_\_\_\_ (Company Name) hereinafter referred to as Client.

**Whereas Elite Decisions Dispatch Services LLC** hereinafter referred to as **Elite Decisions Dispatch Services** a freight transportation dispatcher handling the necessary paperwork between shippers and the Client.

**Whereas** Client is a Carrier/Owner Operator, desiring to retain **Elite Decisions Dispatch Services** to provide dispatch services.

**CLIENT** must furnish **Elite Decisions Dispatch Services** with the following documents prior to the implementation of this agreement via email to **Ask@Elitedecisions.com**

1. Dispatch Carrier Agreement
2. Limited Power of Attorney form
3. Credit Card Authorization Form
4. A signed W-9 Form
5. Copy of Client's Authority (MC Permit) and Certificate of Insurance
6. Copy of Driver's License for Owner Operator and Driver

### 2. STATEMENT OF WORK

**Elite Decisions Dispatch Services will:**

1. Find, negotiate and book loads on the Client's behalf.
2. Send rate confirmations to Clients.
3. **Elite Decisions Dispatch Services** will book all loads based on the information provided by Client as to where, when and how it is requested by client.
4. Prepare directions to shipper/consignee, if necessary.
5. Provide access to our rates and shippers depending on location of the truck.
6. Assist with any problems that arise in the transit of the load, when necessary, within our capabilities. Client is responsible for own equipment; we can direct you to a service that may be helpful.
7. All load information is always available to the Client, **Elite Decisions Dispatch Services** will hold on to the dispatch and accessory information until the load is completed.
8. After forwarding final load confirmation and mailing all documents to the Client. Services of **Elite Decisions Dispatch Services** will be complete.
9. Dispatch support, book and communicate load information to drivers 24/7.

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### **3. OBLIGATION OF DISPATCHER**

1. Dispatcher agrees to handle paperwork, phone, email 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.
2. Dispatcher bears no financial or legal responsibility in the transaction between the Shipper, Client agreement.
3. Dispatcher will:
  - a. Make a **100%** effort to keep client's truck(s) loaded.
  - b. Invoice the Client once per week, also provide a copy of each Rate Confirmation Sheet client is being billed for.

### **4. OBLIGATION OF CLIENT**

1. Client gives **Elite Decisions Dispatch Services** permission to provide his/her signature for rate confirmation sheets, invoices and associated paperwork necessary for securing cargo and billing purposes.
2. 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 EMAIL by Shipper to Client. Confirmation will be signed by **Elite Decisions Dispatch Services** and returned via EMAIL to Shipper.
3. Client agrees to text **Elite Decisions Dispatch Services** when they arrive at the shipper.
4. Client agrees to text **Elite Decisions Dispatch Services** once loaded.
5. Client agrees to text **Elite Decisions Dispatch Services** when they arrive at the receiver.
6. Client agrees to text **Elite Decisions Dispatch Services** once unloaded at the receiver.
7. In the event of a breakdown, Client is responsible for contacting roadside assistance. We recommend signing up with a roadside assistance company and issuing that contact info to your driver. Client is responsible for payment of any needed repairs.
8. Neither client nor driver is allowed to cancel once a load is booked.
9. Client is responsible for obtaining all permits.





## 5. CONSIDERATION

Client agrees to pay a **10%** fee of the total dollar amount booked for each trip. Invoices are sent every Monday and are due Tuesday by 5pm. Client will be allowed a 2 day grace period before their account becomes overdue and no more loads will be dispatched. Overdue fees will be a **10%** up-charge for all total outstanding balances. After 30 days the account may be placed for collection. **Elite Decisions Dispatch Services** will invoice the Client as per the terms of the agreement via Email, U.S. Mail or faxing over invoice.

Payment can be made to **Elite Decisions Dispatch Services** by ACH Deposit, Cash App, QuickBooks, Apple Pay, Zelle, Venmo or PayPal. Once the payment is processed the client will be sent a confirmation receipt via email, fax or US Mail depending on Client's preference.

## 6. 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 communicate directly with the shipping party any problems, issues and delays.

In no event will **Elite Decisions Dispatch Services** 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 **\$5,000**. Each truck, however, can gross much more depending on how hard the driver is willing to work.

During the term of this agreement, **Elite Decisions Dispatch Services** be the exclusive provider. To maximize profits and plan trips effectively and efficiently, client shall not seek or accept similar service from other providers.

Client agrees not to circumvent **Elite Decisions Dispatch Services** by communicating or aiming to conduct business, contact, deal with or transact with any broker or shipper that **Elite Decisions Dispatch Services** is actively working with on behalf of the client either directly or indirectly.

Client agrees that should **Elite Decisions Dispatch Services** secure any dedicated lanes or freight transportation contracts on their behalf that the agreed **10%** of all final payout be made payable to **Elite Decisions Dispatch Services**.

### A. Termination

Our contract agreement term is on a month to month basis.

Contract agreement may be terminated by client with at least 2-weeks' notice in writing.

### B. Loading Procedures

Commercial vehicles must be loaded in such a manner as to prevent its cargo from leaking, spilling, blowing or falling from the vehicle. The cargo must be immobilized or secured to prevent shifting to the extent that the vehicle's stability or maneuverability is affected. All vehicle structures, systems, parts and components used to secure cargo must be in proper working condition with no damaged or weakened components that will adversely affect their performance. Cargo must be firmly immobilized or secured on or within a vehicle by structures of adequate strength, dunnage or dunnage bags, shoring bars, tie-downs

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or a combination of these. Articles of cargo that are likely to roll must be restrained by chocks, wedges, a cradle or equivalent means to prevent rolling.

Federal regulations provide for specific means of securing logs, building products, metal coils, paper rolls, concrete pipes, intermodal containers, automobiles, heavy equipment, crushed vehicles, and boulders. Cargo must be secured so that when a vehicle decelerates at a rate of 20 feet per second, the cargo will remain on the vehicle and will not penetrate the vehicle's front-end structure. Any vehicle having a load or component which extends beyond the sides more than 4 inches or more than 4 feet beyond the rear must have the extremities marked with a red or orange, fluorescent warning flag. If the projecting load is 2 feet in width or less, only one flag is required at the extreme rear of the load. If the projecting load is greater than 2 feet in width, two flags must be used at the extreme width and length on each side of the load.

### **C. Responsibilities for Proper Loading**

A driver cannot operate a commercial vehicle unless:

- (1) The cargo is properly distributed and adequately secured.
- (2) The means of fastening the cargo is secured (3) the cargo does not obscure the driver's view or interfere with the movement of his arms or legs.

A driver must assure himself that the load is adequately secured before he drives the vehicle and must examine the cargo and its load-securing devices within the first 50 miles after beginning a trip and adjust the load-securing devices as needed. The driver must also re-examine the cargo and its securing devices when he makes a change of his duty status, after the vehicle has been driven for three hours, or after the vehicle has been driven 150 miles whichever comes first. The load inspection procedures do not apply to a sealed trailer when the driver has been ordered not to open it or to a trailer that has been loaded in a manner that makes inspection of the cargo impracticable.

If a member of the public is injured because of improperly loaded cargo, both the shipper who loaded the cargo and the Client may be held liable for the injury. A shipper that assumes responsibility for loading the vehicle can be held liable for improperly securing a load under a common law theory of negligence, and federal regulations will provide evidence of the proper standard of care to be utilized by the shipper in loading the vehicle. When the driver himself is injured in an accident, the shipper cannot be held liable for the improper loading of the vehicle unless the loading defects are latent and concealed and cannot be discerned by ordinary observation by the agents of the Client. In determining if the defect in loading is patent and should have been discovered by the driver, a court will take into consideration the experience of the driver and whether the driver is given assurances by the shipper's employees that there is no defect in the loading of the cargo. A motor Client cannot be held liable for improperly loading a sealed trailer since the driver does not have the opportunity to inspect the load. When a person is injured during the loading or unloading process at the shipper or consignee's facility, the trucking company's liability will be determined according to the rules applicable to the facility owner, and the company will be subject to the same liability or freedom from liability as the owner.



## 7. DISCLAIMER

Elite Decisions Dispatch Services is NOT responsible for:

1. Billing Issues and Load problems
2. DOT compliance issues
3. Spiking Insurance
4. Advances (All advances will have to be handled directly between Client and Shipper/ Broker).
5. Handling and storage of paperwork (All documents will be sent to Client).

## 8. GOVERNING LAW

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

## 9. JURISDICTIONS AND VENUES

Elite Decisions Dispatch Services and the Client hereby consent to and agree to submit to the jurisdiction of the Federal and state courts located in **Fort Lauderdale, Florida** in connection with any claims or controversies arising out of the Agreement.

Upon agreeing to the terms of this dispatching agreement you understand **Elite Decisions Dispatch Services** will be your sole dispatch company. This is in place to avoid conflicts and double bookings.

## **BY SIGNING THIS SECTION, YOU CONFIRM YOUR AGREEMENT TO THE TERMS FOR DISPATCHING SERVICES**

CLIENT/CARRIER

COMPANY NAME: \_\_\_\_\_

PRINT NAME & TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

ELITE DECISIONS DISPATCH SERVICES

PRINT NAME & TITLE: \_\_\_\_\_ KENNETH BROWN Jr. (OWNER)

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

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## POWER OF ATTORNEY

I, \_\_\_\_\_, the undersigned, do hereby grant permission to **Kenneth Brown Jr.** of **Elite Decisions Dispatch Services LLC** located in **Fort Lauderdale, Florida 3312** as my attorney-in-fact, to receive on my behalf information from Direct Shippers and Property Brokers, and to sign freight rate confirmations on my behalf pertaining to such information.

This power of attorney will expire in twelve months from the date signed and will need to be renewed if client agrees to renew agreement with **Elite Decisions Dispatch Services**.

SIGNATURE OF MOTOR CARRIER: \_\_\_\_\_

ADDRESS OF MOTOR CARRIER: \_\_\_\_\_

MC# OF MOTOR CARRIER: \_\_\_\_\_

The affiant being duly sworn affirms and says that he or she is the signer(s) of the foregoing power of attorney, and that he or she has read the foregoing power of attorney and understands its contents.

This Power of Attorney becomes effective immediately and will remain in full effect until revoked by writing. Such revocation is to be emailed 10 days in advance to **Ask@Elitedecisions.com** IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date below.

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

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