



Dispatch Carrier Profile

Dear Carrier Partner,

We are excited you decided to partner with us to represent and support your company. To be certain we have an accurate profile of your organization and full knowledge of your transportation services and needs, complete the agreement in full and return all required documents below:

- ❖ Completed Company Profile
- ❖ Signed Carrier Contract (*each page initialed*)
- ❖ Limited Power of Authority
- ❖ Truck Operation Form
- ❖ Copy of Carrier's Authority
- ❖ Copy of DOT Number
- ❖ Current W9 - Signed / Dated
- ❖ Internet Load Board and Account Access
- ❖ ❖
- ❖ Copy of Insurance Certificate
 - **Minimum Insurance Coverage** for Motor Carriers is:
 - **CARGO** - \$100,000
 - **BI / PD** - \$1,000,000

Please Email All Paperwork To: Admin@FandSTransport.com





Dispatch-Carrier Agreement

This Agreement is made on the _____ day of _____, 2021, by and between **F&S TRANSPORT AND LOGISTIX, LLC.** hereafter referred to as DISPATCHER, and _____ hereafter referred to as CARRIER, MC # _____, DOT# _____ who will retain support services by executing a Limited Power of Authority form to handle the necessary paperwork and freight rate negotiations between FREIGHT BROKERS, SHIPPERS and the CARRIER to secure “CARGO” for said CARRIER. DISPATCHER is not a PROPERTY BROKER nor acting as a PROPERTY BROKER to the CARRIER. Before this agreement is active the CARRIER must provide **F&S TRANSPORT AND LOGISTIC, LLC.** with the documents listed within the required documents listed on the Dispatch Carrier Profile Page.

WHEREAS, CARRIER is a Motor Carrier subject to the jurisdiction of the ICC and FMCSA: NOW, THEREFORE, in consideration of the promises and covenants hereinafter contained it is mutually agreed by and between parties hereto as follows:

WHEREAS, the transportation service provided by CARRIER for Freight Shippers, whether on regulated, unregulated, or intrastate traffic, is intended by the Parties to be contract carriage between the CARRIER and Freight Shippers/holders as defined in 49 U.S.C. § 13102 (4) and §14101 (b) and not between DISPATCHER, and the Parties hereto intend that the contractual arrangement be continuous in nature until this agreement is, by its terms, terminated; and;

WHEREAS, both DISPATCHER and CARRIER enter into this Agreement for the purpose of providing and receiving specified services under specified rates and conditions, DISPATCHER and CARRIER deem it essential to their respective interest to establish and maintain an Independent Contractor relationship in the execution and performance of this agreement; and;

DISPATCHER is NOT responsible for the following: billing issues, load problems, advances (all advances will have to be handled directly between CARRIER and shipper/broker), handling and storage of paperwork (all documents will be sent to CARRIER, at CARRIER’s expense), and DOT compliance issues.

CARRIER agrees to hold DISPATCHER harmless from any liability for personal injury or property damage occurring during operation conducted by CARRIER pursuant to this agreement.

CARRIER in no event will hold **F&S Transport and Logistix, LLC** liable for any incidental, consequential or indirect damages for the loss of profits, or business interruption arising out of the use of the service.



F&S TRANSPORT AND LOGISTIX

5826 New Territory Blvd. #1030

Sugar Land, TX 77479



CARRIER is responsible for notifying **F&S Transport and Logistix, LLC** of changes to authority, client/company profile and ownership.

CARRIER is responsible for advising **F&S Transport and Logistix, LLC** in a timely fashion that the CARRIER will not be available for dispatching or changes in normal truck schedule.

This agreement shall be deemed to be effective on the first date that CARRIER and DISPATCHER, commence business together, and the parties hereby agree that the provisions herein properly express and memorialize the complete understanding as contained in any prior agreement either written or verbal.

CARRIER will be responsible to comply with all applicable state and federal regulations pertaining to the operation of a motor carrier.

CARRIER gives DISPATCHER authority to provide his signature for rate confirmation sheets, invoices and associated paperwork necessary for securing cargo and billing purposes.

The terms of this agreement shall be perpetual, provided that either party may terminate same by giving thirty (30) days written notice to the other. CARRIER must send notification by mailing said Revocation Notice to: **F&S Transport and Logistix, LLC**: Admin@fandstransport.com.



5826 New Territory Blvd. #1030
Sugar Land, TX 77479 , USA



346-529-7734



<http://fandstransport.com>



Dispatch-Carrier Agreement

CARRIER SOLICITATION

CARRIER agrees that DISPATCHER, at great expense, has developed a broad customer base of shippers, receivers, and property brokers that is essential to the successful operations of his company. CARRIER and DISPATCHER agree that disclosure of the identity of one or more of the companies said customers to CARRIER constitutes valuable consideration. During the term of this AGREEMENT and for a period of two (2) years from its termination, CARRIER shall not, directly or indirectly, solicit or do business involving transportation or of a warehousing nature with any the company's customers who are serviced by CARRIER because of this AGREEMENT unless otherwise agreed by the parties in writing.

Carrier acknowledges that the customer information being provided by DISPATCHER is the sole and exclusive property of DISPATCHER and that neither it, nor any employee, agent, or subcontractor shall back-solicit, directly or indirectly, communicate or perform any service for compensations for any account of DISPATCHER which has previously tendered to CARRIER for transportation, nor shall it pass on or reveal any customer information obtained to any other person or company.

Solicitation prohibited under this AGREEMENT means participation in any conduct, whether direct or indirect, the purpose of which involves transportation and/or handling of property by CARRIER for which CARRIER does, or did in the past, provide such service for that customer under arrangements first made or procured by DISPATCHER. Solicitation includes conduct initiated or induced by CARRIER, or accepted by CARRIER, upon inducement by DISPATCHER efforts

If CARRIER should perform services of a transportation or warehousing nature for compensation for any DISPATCHER customer without prior documented authorization from DISPATCHER during the applicable time in violation of this AGREEMENT, CARRIER shall pay to DISPATCHER within ten (10) days of each such violation an amount equal to (25%) of all revenues invoiced by CARRIER to the solicited customer. Where a dispute or disagreement arises, both parties agree to tender the issue to binding arbitration in the State of **TEXAS**.

CARRIER acknowledges that a breach of this provision will give rise to immediate and irreparable injury to DISPATCHER, which is inadequately compensated in damages. Accordingly, CARRIER agrees that DISPATCHER is entitled to obtain injunctive relief against the breach or threatened breach by CARRIER of this obligation, in addition to any other legal remedies, which may be available.

CARRIER further acknowledges that the precise damages DISPATCHER would sustain out of any breach of this covenant may be difficult to ascertain and agrees that it shall pay as damages, twenty-five (25) percent of the aggregate of all rates and charges assessed by CARRIER for transportation services provided to any account of DISPATCHER that is handled in contravention of this agreement, plus liquidated damages of ten thousand (\$10,000.00) dollars.





Dispatch-Carrier Agreement

Freight Dispatcher Services

1.) DISPATCHER will use the information provided by the CARRIER to find freight that best matches the profile for the CARRIER per equipment type and/or driver requirements.

2) DISPATCHER and CARRIER will agree to a method to review freight matches that is conducive for both parties. This will ensure the DISPATCHER can effectively book freight in a timely manner under the conditions provided in the Company Profile Section of this agreement.

3) DISPATCHER will book freight with supplier/broker at the rate agreed upon with CARRIER. Once the CARRIER tells DISPATCHER they will accept the shipment at specified rate, this is considered a verbal acceptance and should the CARRIER want additional money after load is secured a penalty of \$100 will be imposed for first occurrence and \$200 for second occurrence that **MUST** be paid before further services are rendered on the CARRIERS behalf. More than two occurrences give **F&S Transport and Logistix, LLC** the right to terminate the agreement.

_____ INITIALS

4) DISPATCHER will provide shipper/broker with the CARRIERS Authority, W-9, proof of insurance, and order certificates insurance certificates (*if required*), along with any other required supporting documentation upon the CARRIER agreeing to take freight. The CARRIER authorizes the DISPATCHER to execute and sign the SET-UP PACKAGES / RATE CONFIRMATIONS on his behalf to acquire the load.

_____ INITIALS

5) DISPATCHER will provide the driver with all dispatch instructions for pickup, transit and delivery. Also assist with any problems that arise in transit of the load (*when necessary, if it within our capabilities*). CARRIER is responsible for own equipment; we will try to direct CARRIER to services that may be of assistance.

6) CARRIER must call DISPATCHER when loaded with any information requested by Freight Broker or Shipper (such as Bill of Lading number, pieces and weight).

7) CARRIER must call DISPATCHER when load is delivered to confirm delivery accepted without exception or other problem. Any exception upon delivery must be immediately conveyed to DISPATCHER before the driver leaves the consignee's facility.

8) CARRIER will follow any reasonable special instructions the DISPATCHER provides for the performance of this agreement. CARRIER will meet or exceed the usual and accepted industry standards in the transport of freight. In the event loading and unloading times are delayed due to circumstances beyond reasonable control of the DISPATCHER, there shall be no additional compensations to the CARRIER by the DISPATCHER unless advance approval is made in writing by the DISPATCHER and CARRIER. (A mail copy shall be sufficient to the same extent as an original to **F&S Transport and Logistix, LLC.: Admin@fandstransport.com**).

9) CARRIER must hold on to the dispatch accessorial information, BOL, etc. until load is completed. Once completed CARRIER will mail to **F&S Transport and Logistix, LLC.: Admin@fandstransport.com**. DISPATCHER will then email this information over to the responsible shipper/broker to complete the delivery and keep a copy for the company records.





Dispatch-Carrier Agreement
DISPATCH SERVICE RATE MATRIX

CHECK BELOW	SERVICE PLAN	RATE
_____	PAY-PAY LOAD SEMI-: <ul style="list-style-type: none"> • POWER • DRY VAN • FLAT BED • STEP DECK 	10% LOAD GROSS
_____	35' – 40' HOT SHOT	8-10% LOAD GROSS
_____	24' – 30' HOT SHOT	10-12% LOAD GROSS
_____	PART TIME DISPATCHING SEMI AND 35'-40' HOT SHOT TRUCKS ⁽¹⁾	12% LOAD GROSS
_____	PART TIME DISPATCHING HIT SHOT 24'-30' ⁽¹⁾	14% LOAD GROSS

FOR ALL EQUIPMENT: If the equipment is not available for a load while using dispatching services a \$50 fee will be imposed. **F&S Transport and Logistix, LLC** has to be notified immediately if the equipment is no longer available (for any reason). The fee has to be paid **BEFORE ANY FURTHER SERVICES ARE USED.**

NOTES:

(1) Part-time trucks are charged more because it takes away from the dispatcher finding loads for full time trucks.

RATES AND CHARGES/BILLING: DISPATCHER will invoice and CARRIER will pay for the transportation services outlined in this agreement performed on the basis of the rate agreed upon in the Dispatch Service Rate Matrix. Payment to DISPATCHER by CARRIER shall be complete and final without recourse. CARRIER will pay within two (2) days of invoice or on written agreement between DISPATCHER and CARRIER. A mail copy shall be sufficient to the same extent as an original to **F&S Transport and Logistix, LLC.:** Admin@fandstransport.com).

PAYMENT AGREEMENT: The CARRIER agrees to pay **F&S Transport and Logistix, LLC** via approved methods of payment listed within this agreement. The agreed rates are required to be paid within two (2) days. A Forty-Eight (48) hour grace period will be allowed before the account will become overdue and dispatching services will be suspended at which a \$50 reactivation fee is due. Extenuating circumstances will be considered by written agreement between DISPATCHER and CARRIER. A mail copy shall be sufficient to the same extent as an original to **F&S Transport and Logistix, LLC.:** Admin@fandstransport.com).

After ten (10) days the account may be placed for collections and **F&S Transport and Logistix, LLC** will invoice CARRIER as per the terms of the agreement via email or U.S. Mail. Payment can be made to **F&S Transport and Logistix, LLC** via VEEM (free) or PayPal (Additional fees may apply).



Company Profile

Instructions: Complete this form giving us all the information that pertains to you and your company. The better informed we are the better we will be able to assist you. This form should be updated (*when necessary*) and emailed to **F&S Transport and Logistix, LLC.:** Admin@fandstransport.com

PART I: CARRIER INFORMATION SECTION

COMPANY: _____ DBA (if any): _____

EIN: _____ SCAC CODE: _____

MC NUMBER: _____ DOT NUMBER: _____

PHYSICAL ADDRESS: _____

CITY, STATE: _____ ZIP: _____

MAILING ADDRESS (IF DIFFERENT FROM ABOVE):

CITY, STATE: _____ ZIP: _____

PART II: CONTACT INFORMATION

MAIN CONTACT: _____ PHONE: _____

EMAIL: _____

DRIVER INFORMATION: _____ PHONE: _____

EMERGENCY CONTACT: _____ PHONE: _____

PART III: FACTORING INFORMATION SECTION

(If you use a factoring service, please provide us the following information. This will ensure we use brokers that are approved by your factoring company.)

FACTORING COMPANY: _____

MAIN CONTACT: _____ PHONE: _____

EMAIL: _____

ADDRESS: _____

CITY, STATE: _____ ZIP: _____





PART IV: INSURANCE COMPANY

INSURANCE COMPANY: _____

MAIN CONTACT: _____

PHONE: _____

EMAIL: _____

ADDRESS: _____

CITY, STATE: _____

ZIP: _____

PART V: SPECIALIZATION (PLEASE CHECK WHICH APPLIES)

TWIC CERTIFIED: _____

EXPIRATION DATE: _____

HAZMAT CERTIFICATION: _____

PART VI: EQUIPMENT SECTION

NUMBER OF TRUCKS: _____

OWNER OPERATORS: _____

NUMBER OF TEAMS: _____

NUMBER OF TRAILERS: _____

OTHER: _____

FLATBED: _____

REEFERS: _____

STEP DECK: _____

VAN: _____

PART VII: DETAILED DESCRIPTION OF EQUIPMENT

WEIGHT LIMITS: _____

LENGTH: _____

WIDTH: _____

HEIGHT: _____

PALLETS: _____

TARPS: _____

STRAPS: _____

ADDITIONAL INFORMATION:





PART VIII: RATE HAUL INFORMATION

(Please give us your minimum rate information. We understand that many factors will change this information, but this will give us a starting point)

MINIMUM RATE PER MILE: _____

MAX PICKS: _____

MAX DROPS: _____

\$ PER PICK/DROP: _____

DRIVER TOUCH: _____

COMMENTS:

PART IX: SERVICE AREAS OF OPERATION

(Please check all that apply so we can ensure to stay where you are most comfortable)

WEST COAST:

Arizona, California, Idaho, Montana, Nevada, New Mexico,
Oregon, Utah, Washington, Wyoming, Colorado

MIDWEST:

Illinois, Indiana, Iowa, Minnesota, South Dakota, North
Dakota, Kansas, Nebraska, Missouri, Michigan, Ohio,
Wisconsin

SOUTH:

Alabama, Arkansas, Delaware, the District of Columbia,
Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi,
North Carolina, Oklahoma, South Carolina, Tennessee,
Texas, Virginia, West Virginia.

NORT/EASTCOAST:

Connecticut, Maine, Massachusetts, New Hampshire, New
Jersey, New York, Pennsylvania, Rhode Island, Vermont

Canada *(list provinces):*

Mexico:

EXCEPTIONS:

Office Use Only:

Updated on _____



F&S TRANSPORT AND LOGISTIX

5826 New Territory Blvd. #1030

Sugar Land, TX 77479



LIMITED POWER OF ATTORNEY

I, _____, with MC# _____ and DOT# _____ the undersigned, do hereby grant to **F&S TRANSPORT AND LOGISTIX, LLC.**, of 5826 NEW TERRITORY BLVD., 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 remain in full force and effect until revoked by **F&S TRANSPORT AND LOGISTIX, LLC.** in writing. Such revocation is to be emailed to **F&S Transport and Logistix, LLC.:** Admin@fandstransport.com

Company Name: _____

Printed Name: _____

Signature Name: _____

Title: _____ **Date:** _____

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.

Motor Carrier Name: _____

Authorized Party: _____

Signature: _____

Date: _____





Truck Operation Form

(This will allow the Dispatcher to have a quick reference sheet, please keep a blank copy of this form and email updates to us when they occur so we can have the most current information on hand.)

Truck #	Trailer #	Trailer Type	Max Weight	Driver	Cell Phone	Load Decisions (Y/N)	Load Confirmation (Y/N)

