



DISPATCH SERVICE AGREEMENT

1. Scope of Dispatcher Services

- A. The Dispatcher agrees to perform the following tasks:
- Find and book top-paying loads on Carrier's behalf
 - Negotiate strong rates with brokers
 - Analyze market trends to position truck where the money is
 - Build strong broker relationships for repeat opportunities
 - Minimize deadhead miles and wasted fuel
 - Pre-book loads to keep Carrier's schedule tight and consistent
 - Handle rate confirmations and load paperwork
 - Submit detention and layover requests to get Carrier paid
 - Keep documents organized and ready for factoring/company needs

Carrier Responsibilities

It is hereby agreed that the following are the responsibility of Carrier who agrees to:

- Maintain active MC/DOT authority
- Maintain valid insurance (General Liability, Cargo, Auto)
- Ensure driver compliance with all laws and FMCSA regulations
- Communicate delays, breakdowns, or issues promptly to Dispatcher

Compensation

It is hereby agreed by the Parties that this is a free 14-day trial of the dispatch services. After the 14 days have passed, the Carrier is eligible to continue services at the standard rate of 10% per load confirmed with a Rate Confirmation.



7. Liability Protection

It is understood by the Parties that Dispatcher shall not be held liable for the following occurrences or situations:

- Cargo claims
- Accidents or damages
- Service failures by Carrier

Carrier agrees to indemnify and hold harmless Dispatcher from any claims, damages, or losses arising from Carrier operations. Carrier shall notify Dispatcher of any incidents or situations that Carrier is held liable or potentially liable.

Carrier agrees to notify Dispatcher of any lawsuits or claims filed against Carrier including any accidents, service failures or violations of the law.

3. Exclusive Dispatch Clause

Carrier agrees that Anna's Dispatch shall serve as the **exclusive Dispatch provider** for the Carrier listed under this Agreement.

It is agreed by the Parties that upon signing of this Agreement that Carrier shall not engage any other dispatch services during the term of this Agreement.

Dispatcher retains the right to consent to other dispatch services and requires that Carrier provide written notice of the request, name of other dispatch service and load request.

2. Non-Broker Disclaimer

B. It is understood and agreed by the Parties that the Dispatcher operates solely as a dispatch service and **is NOT a licensed Freight Broker**.

Dispatcher shall not be considered a Freight Broker under 49 U.S.C. §13102.

Dispatcher does not take possession, custody, or control of freight. Carrier retains exclusive control over the following:

- Equipment
- Drivers



8. Non-Circumvention Clause

Carrier agrees NOT to engage in the following activities :

- Bypass Dispatcher to work directly with shippers, brokers, or contacts introduced by Dispatcher

Any and all Violations will result in the following actions by the Dispatcher:

- Immediate termination of Carrier and Dispatcher Agreement
 - Liquidated damages of **\$5,000 per occurrence or 25% of total load revenue**, whichever is greater shall be paid to Dispatcher upon demand within 10 business days for full amount of damages as Dispatcher shall provide in writing to Carrier. Should Carrier fail to pay damages as requested legal action shall be taken to enforce the Terms of this Agreement.
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9. Term & Termination

The effective date of this Agreement begins on the date of signing and shall continue until written notice of termination by either Party. This Agreement may be subject to Immediate termination if any of the following occur:

- Agreement is breached by either Party. A notice of Breach and time to remediate shall be provided by the terminating party.
- Automatic termination of this Agreement shall occur should Carrier insurance becomes inactive.

In the event of termination of this Agreement it is understood and agreed that any and all Outstanding invoices and unpaid balances must be paid within seven (7) days of termination.

10. Independent Contractor Status

Dispatcher is an independent contractor and not an employee, agent, or partner of Carrier.



11. Governing Law

This Agreement shall be governed by the laws of the State of Florida.

Anna's Dispatch (Dispatcher)

Name: _____Anna Allen_____

Signature:_____

Title: _____Dispatcher_____

Date: _____

Carrier

Name: _____

Title: _____

Date: _____