

**Dispatcher + Carrier Agreement**

 This Agreement is made this day of , 2022 by and between

The Silk Road Dispatching LLC, {DISPATCHER}, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by and, hereinafter referred to as CARRIER. WHEREAS, DISPATCHER is a transportation dispatcher handling the necessary paperwork between a SHIPPERS and CARRIER in order to secure “CARGO” for said CARRIER.

# DOCUMENTS

CARRIER must furnish DISPATCH with the following documents prior to the implementation of this agreement, either via email at thesilkroad.dispatch@gmail.com

\_\_\_\_ Dispatch Carrier Agreement

\_\_\_\_ EIN letter

\_\_\_\_ Copy of Client’s Authority (MC Permit)

\_\_\_\_ Void Check

\_\_\_\_ Signed W-9 form

\_\_\_\_ Driver's license

\_\_\_\_ Certificate of Insurance

# OBLIGATIONS OF DISPATCHER

DISPATCHER agrees to handle paperwork, phone; fax calls to, from the BROKER or SHIPPER to tender commodities shipments to CARRIER for transportation in interstate commerce by CARRIER between points and places within the scope of CARRIER'S operating authority.

DISPATCHER bears no financial or legal responsibility in the transaction between the SHIPPERS, CARRIER agreement.

**DISPATCHER will:**

Make 100% effort to keep truck(s) loaded.

CARRIER will be contacted about EVERY load we find to offer, and the driver will ACCEPT or REJECT the load.

Invoice the CARRIER at time of service; also provide a copy of each Load Confirmation Sheet CARRIER is being billed for.

# COMPENSATION OF CARRIER

The fee for carrier dispatching services will be 5% per load (including dedicated lanes). Which will be billed and due the day after delivery for the first week. After the first week, you will be invoiced once weekly, which the invoice will be sent out Friday , for all your weekly loads, and due Sunday.

SHIPPER agrees to pay CARRIER 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 CARRIER shall be established between 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 FAX or EMAIL by SHIPPER to CARRIER. Confirmation will be signed by DISPATCHER and returned via FAX or EMAIL to SHIPPER.

Payments are due to the DISPATCHER for services rendered and payments that are due to the DISPATCHER for services rendered are not contingent on outstanding company payments due to the CARRIER for loads that he/she has hauled for the SHIPPER OR BROKER. Failure to pay the DISPATCHER for services rendered will result in termination of contract and services immediately unless otherwise determined by the DISPATHER.

ADDITIONAL PROVISIONS In the case of insufficient funds or credit card decline, there is a built in grace period of 7 days after the due date, before the account is subject to suspension. In which case, the account must be paid current and is

subject to a reinstatement fee of $50.

# OBLIGATIONS OF CARRIER

CARRIER gives DISPATCHER authority to provide his/her 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 20 days written notice to the other.

CARRIER in a good manner will deliver consumer items and freight cargo items for brokers and customers and perform such other transportation and related services as may be necessary to serve customers. Insure safety and compliance during operation.

 CARRIER will provide its own equipment.

 CARRIER will carry at its own expense physical damage, bobtail, cargo and liability insurance upon any vehicles or other equipment used by it in carrying out its duties under this agreement.

CARRIER shall, at its own expense: (a) furnish whatever labor is necessary to provide delivery

services to BROKERS AND SHIPPERS, and (b) provide Worker’s Compensation and Employer’s Liability Insurance if necessary. CARRIER shall also be responsible for payment of wages and social security and withholding taxes for any of its employees. CARRIER shall hold COMPANY harmless from any liability resulting from injury or death of any persons including but not limited to driving, operating, repairing, maintaining, loading or unloading CARRIER’S equipment.

CARRIER is fully responsible and liable for safety and compliance of the operation. CARRIER shall hold COMPANY harmless from any liability resulting from safety and compliance violations.

CARRIER will be liable for loss or damage to items intended for transport, which are in CARRIER’S possession or under its dominion and control.

CARRIER agrees to comply with all federal, state and local laws, rules, and regulations pertaining to its performance under this agreement.

 Any written notice required by the terms of this agreement shall be given either by email, personal delivery or by certified mail.

 In the event any provision of the agreement shall be held to be invalid, it shall not affect the validity of the remainder of this agreement.

 This agreement contains the entire understanding between the parties and supersedes any prior agreement the parties concerning the subject matter of this agreement.

 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 collections issues, unless, you have made arrangements for additional services from The Silk Road Dispatching LLC.

 In no event will The Silk Road Dispatching, LLC 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. BILLS OF LADING Each shipment will be evidenced by a bill of lading issued by other brokers/shippers. Such bills of lading or receipts or invoices are however, for the sole purpose of evidencing receipt for the goods.

 DRIVERS CARRIER agrees to provide properly qualified, trained and licensed drivers and other personnel to perform the transportation and related services under this Agreement and each transportation schedule in a safe, efficient and economical manner. CARRIER’s personnel are expected to conduct themselves in a professional manner at all times, and shall ascertain and comply with all of Customer’s facility rules and regulations while on Customer’s premises.

 FREIGHT LOSS, DAMAGE OR DELAY CARRIER shall have the sole and exclusive care, custody and control of the shipper’s property from the time it is picked up for transportation, until it is delivered to the destination. CARRIER assumes the liability of a common carrier for loss, delay, damage to or destruction of any and all of shipper’s goods or property while under CARRIER’s care. Payments by CARRIER to DISPATCH or its customer, pursuant to the provisions of this section, shall be made within thirty (30) days following receipt by CARRIER of DISPATCH’s or customer’s invoice and supporting documentation for the claim.

 SUB-CONTRACT PROHIBITION CARRIER specifically agrees that all freight tendered to it by DISPATCH 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 DISPATCH.

 INDEMNIFICATION CARRIER agrees to indemnify, defend and hold DISPATCH and its customer (including their officers, directors, employees, subcontractors and agents) harmless from and against any and all liabilities, damage, fines, penalties, costs, claims, demands and expenses of whatever type or nature. CARRIER shall be responsible for and agrees to indemnify DISPATCH for any and all personal injury, property damage, loss, claim, injury, obligation or liability arising from CARRIER’s actions, behavior or transportation pursuant to this agreement.

This agreement contains the entire understanding between the parties and supersedes any prior agreement the parties concerning the subject matter of this agreement.

**OBLIGATIONS OF CARRIER 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 order 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 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.

**OBLIGATIONS OF CARRIER 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, and (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 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.

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**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first above written.

BY: Ayubkhon Abdullaev

Contact Number: 3024809773

Email: thesilkroad.dispatch@gmail.com

Website: www.thesilkroaddispatching.us

TITLE: Dispatcher/CEO

DATE:

Signature:

TITLE: Carrier

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE:

**POWER OF ATTORNEY**

Company Name

\_

Address

City

\_

State

Zip

Phone ()

Fax ()

MC#



Email Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I, \_, hereby appoint THE SILK ROAD DISPATCHING, LLC of 8 THE GREEN SUITE B, CITY OF DOVER, DE, as my Attorney-in-Fact ("Agent").

THE SILK ROAD DISPATCHING, LLC agents shall have full power and authority to act on my behalf. This power and authority shall authorize THE SILK ROAD DISPATCHING, LLC

to manage and conduct affairs and to exercise all of my legal rights and powers,

including all rights and powers that I may acquire in the future. THE SILK ROAD DISPATCHING, LLC powers shall include, but not be limited to, the power to:

Contact shippers and brokers on my behalf for cargo.

Transfer of Paperwork (Carrier Packet, Rate Confirmations, Insurance Certificates, Invoices and all necessary paperwork) to shippers. Sign and Execute Rate Confirmations for freight 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 this Power of Attorney in any manner. THE SILK ROAD DISPATCHING, LLC shall not be liable for any loss that results from a judgment error that was made in good faith. However, THE SILK ROAD DISPATCHING, LLC shall be liable for willful misconduct or the failure to act in good faith while acting under the authority of this Power of Attorney.

I authorize my Agent to indemnify and hold harmless any third party who accepts and acts under this document. THE SILK ROAD DISPATCHING, LLC shall be entitled to

reasonable compensation for any services provided as my Agent. THE SILK ROAD

DISPATCHING, LLC shall be entitled to reimbursement of all reasonable expenses incurred in connection with this Power of Attorney. THE SILK ROAD DISPATCHING, LLC shall provide an accounting for all acts performed as my Agent, if I so request or if such a

request is made by any authorized personal representative or fiduciary acting on my behalf. This Power of Attorney shall become effective immediately and shall not be affected by my disability or lack of mental competence, except as may be provided otherwise by an applicable state statute. This is a Durable Power of Attorney. This Power of Attorney shall continue effective for (12 Months). This Power of Attorney may be revoked by me at any time by providing (20 Days) written notice to my Agent.

Dated \_, 2022

Signature

Printed Name

**CARRIER/COMPANY PROFILE FORM**

**Instructions:** Please 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 can be updated at anytime by notifying us. This information is for our use only and will not be released to any third party without your express written permission.

**PARTI: CARRIER PROFILE INFORMATION SECTION:**

 COMPANY: D/B/A (If Any): \_

 PHYSICAL ADDRESS: MAILING ADDRESS: \_

WEBSITE IF ANY:

DOT#:

M

C#:



S

SN/EIN#:

SCAC CODE:

CITY:



STATE:

ZIP:

MAIN CONTACT:

OFFICE PHONE:

FAX:

\_

CELL:

EMERGENCY CONTACT:

PHONE:

\_

EMAIL ADDRESS:

 TWIG CERTIFIED: HAZ MAT CERTIFIED: \_

**PART2: EQUIPMENT SECTION:**

(for more than one truck use the multiple truck form)

VAN EQUIPMENT:

48' VAN: \_53' VAN: \_AIRRIDE: \_VENTED: \_E-TRACK: LOGISTICS: \_LOAD BARS: \_ STRAPS:\_

 PADS: MAX LOAD WEIGHT:

COMMENTS:

 **PART3: SERVICE AREAS OF OPERATION:**

**(Preferred Lanes)**

**United States:** [ ] If All **48 States tick here:**

Canada:

Mexico:

**Rate of Haul Information:**

Please give us you minimum rate information. We understand that many factors will change this information. But this will give us a starting point.

MINUMUM RATE PER MILE:------ MAX PICKS:------- MAX DROPS: ----

COST PER EXTRA STOP:------

 DRIVER TOUCH : (Y/N):COMMENTS: \_ Carrier

Profile

**PART4: FACTORING INFORMATION:**

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

FACTORING COMPANY NAME:



PHONE:

**PARTS: INSURANCE INFORMATION:**

Please note: We do require our carriers to maintain a minimum of $1 Million in liability and $100,000.00 in Cargo insurance.

INSURANCE COMPANY:

CONTACT:

PHONE:



F

AX:



E

MAIL:

ADDRESS:

CITY:

STATE:

ZIP CODE:



**PART 6: OTHER INFORMATION:**

PLEASE USE THE FOLLOWING SECTION TO BETTER DESCRIBE YOUR COMPANY THAT WE HAVE NOT ALREADY ASKED FOR.

Office Use Only: Updated On:\_/\_/

Comments:

Carrier Profile -

**MULTIPLE TRUCK OPERATION FORM**

Please complete this form if you are a trucking company with more than one (1) truck working under your authority.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **TRUCK#**   | **TRAILER#**   | **TYPE** **TRLR**   | **MAX WGHT**   | **DRIVER**   | **CELL**   |
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