



**DISPATCH SERVICE
AGREEMENT**

DISPATCH SERVICE AGREEMENT

This Agreement made as of this ____ day of ____ by, and between **RJS LEGACY DISPATCH LLC** (“COMPANY”) and _____ with MC Authority number _____ (“CLIENT”).

RECITALS

1. RJS LEGACY DISPATCH LLC, provides transportation dispatching services for motor carriers as defined in 49 U.S.C. Section 13102(14).
2. CLIENT is a motor carrier as defined in 49 U.S.C. Section 13102(14) and is duly registered pursuant to 49. U.S.C. Section 13902 and 13905 by the Department of Transportation to engage in operations in interstate, intrastate and foreign commerce as a carrier by motor vehicle for the transportation of general commodities and.
3. CLIENT desires to retain RJS LEGACY DISPATCH LLC to find and secure freight for CLIENT and dispatch CLIENT’S equipment accordingly.

NOW, THEREFORE, in consideration of the agreements and representations made herein, the parties agree as follows:

1. **COMPANY’S RESPONSIBILITIES AND DUTIES.** COMPANY will act as CLIENT’S non-exclusive representative when working with brokers during the freight booking process. COMPANY will assist with all aspects of the freight booking process for CLIENT. RJS LEGACY DISPATCH LLC will complete any necessary documentation on behalf of the CLIENT as outlined in Exhibit A.
2. **CLIENT’S RESPONSIBILITIES AND DUTIES.** CLIENT in a good manner will deliver consumer items and freight cargo items (“Load”) for brokers and perform such other transportation and related services as may be necessary to serve customers. CLIENT will ensure safety and compliance during operation. In connection with the performance of the service, CLIENT acknowledges, represents, and agrees that CLIENT shall:
 - a. Provide a signed Limited Power of Attorney form granting **RJS LEGACY DISPATCH LLC** permission to act on CLIENT’S behalf in matters of securing freight and dispatching CLIENT’S equipment.
 - b. Complete the Company Profile Form
 - c. Obtain Certificate of Insurance naming **RJS LEGACY DISPATCH LLC** as Certificate Holder (Minimum coverage \$1,000,000 liability, \$100,000 cargo)
 - d. Provide a signed W-9 form
 - e. Provide a copy of MC Authority
 - f. Provide a copy of the driver’s license
 - g. Sign rate confirmation as proof of accepting load and return signed copy to RJS LEGACY DISPATCH LLC.
 - h. Provide proof of delivery/bill of lading to RJS LEGACY DISPATCH LLC within 24 hours of delivery.
 - i. Be solely responsible for any liability arising from any incidental, consequential, or indirect damages for the loss of profits, or business interruption arising out of the use of services rendered by Client.
 - j. Be responsible for notifying RJS LEGACY DISPATCH LLC of any changes to CLIENT’S authority, insurance, client profile, or ownership within 24 hours of the change.

Once the Load is set and the rate confirmation is delivered to the CLIENT, it is the responsibility of the CLIENT to communicate directly with the broker concerning any problems, issues, delays, overages, shortages, damages, or billing and collection issues.

3. **TERM.** This Agreement shall be in effect upon the signing of both Parties and shall remain in effect until it is terminated as follows: (a) without cause by either party with a 30-day written notice. RJS LEGACY DISPATCH LLC, will not schedule any new loads after a 30-day notice is received by either party however CLIENT is

responsible for any loads previously dispatched. The final 30 days will be used to wind down the business relationship and settle all financial responsibilities; (b) mutual consent of the parties; (c) with cause upon breach of this Agreement by either party. The breaching party shall have 30 days to cure the default before the Agreement is terminated. RJS LEGACY DISPATCH LLC will not schedule any new loads during this time however CLIENT is responsible for any loads previously dispatched unless otherwise stated by RJS LEGACY DISPATCH LLC in writing.

4. **FEE AND PAYMENT.** CLIENT will pay RJS LEGACY DISPATCH LLC a flat fee of 10% of gross revenue for each load booked by RJS LEGACY DISPATCH LLC for CLIENT Monday- Friday. CLIENT will pay a total of 25% of gross revenue for each load booked by COMPANY for CLIENT Saturday- Sunday.

CLIENT will be paid directly by the broker through the factoring company of CLIENT'S choice. RJS LEGACY DISPATCH LLC is responsible for submitting copies of the rate confirmation sheet, proof of delivery, and invoice to CLIENT'S factoring company once they are received from CLIENT. RJS LEGACY DISPATCH LLC fee will be deducted before the CLIENT is paid by the factoring company.

5. **CONFIDENTIALITY.** CLIENT acknowledges that during the engagement CLIENT will have access to and become acquainted with various technology, client projects, trade secrets, processes, information, records, and specifications owned or licensed by the Company and/or used by the Company in connection with the operation of its business including, without limitation, the Company's business and product processes, methods, customer lists, and procedures. Except to the extent, disclosure may be required by law, CLIENT shall treat as confidential proprietary information and not disclose to others during or subsequent to the Term, except as may be necessary to perform this Agreement (and then only as a confidential basis satisfactory to Broker), any information regarding the Dispatch Services or any information obtained in connection with the performance of the Services by CLIENT, its officers, employees or agents in the performance of this Agreement, without in each instance securing the prior written consent of RJS LEGACY DISPATCH LLC.
6. **INSURANCE.** CLIENT 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.
7. **INDEPENDENT CONTRACTOR.** CLIENT shall perform its services as an independent contractor and, to the extent required by law, shall have exclusive control and direction of the person(s) operating the equipment or otherwise engaged in such transportation services. To the extent required by law, CLIENT (a) assumes full responsibility for the acts and omissions of such person(s) and (b) shall have exclusive liability for the payment of local, state, and federal payroll taxes, or contributions or taxes for unemployment insurance, workers' compensation, old-age pensions or other social security and related protection with respect to the person(s) engaged in the performance of such transportation services. Neither CLIENT nor anyone employed by it shall be, represent, act, purport to act, or be deemed to be the agent, representative, employee, or servant of RJS LEGACY DISPATCH LLC.
8. **LABOR.** CLIENT shall, at its own expense: (a) furnish whatever labor is necessary to provide services as set forth in this Agreement, and (b) provide Worker's Compensation and Employer's Liability Insurance if necessary. CLIENT shall also be responsible for payment of wages and social security and withholding taxes for any of its employees.
9. **INDEMNITY.** CLIENT shall at all times both during and after the term of this Agreement, defend (at RJS LEGACY DISPATCH LLC's option), indemnify, and hold harmless shipper and broker, its owners, its affiliates, its agents, and employees against and from any and all liability, loss, damage, penalties, fines, costs and expenses of any kind whatever (including reasonable attorneys' fees and other legal costs and expenses), relating to any and all claims of every nature or character, including, without limitation, claims for personal injury, death and damage to property, clean-up costs from commodity spills and damage to the environment, asserted against RJS LEGACY DISPATCH LLC by any person and arising out of, or relating to, this Agreement, and negligence or intentional misconduct by carrier or its employees, agents and any violations of any law or regulation by carrier or its employees or agents.

10. **SAFETY AND COMPLIANCE.** CLIENT is fully responsible and liable for the safety and compliance of the operation. CLIENT shall hold RJS LEGACY DISPATCH LLC harmless from any liability resulting from safety and compliance violations.
11. **LOST OR DAMAGED.** CLIENT is liable for loss or damage to items intended for transport, which are in CLIENT'S possession or under its dominion and control.
12. **DISCLOSURE.** RJS LEGACY DISPATCH LLC is not a freight broker, but an administrative agent acting as a liaison between a licensed motor carrier and a licensed freight broker. The agreement between parties is non-exclusive, therefore RJS LEGACY DISPATCH LLC can service other carriers and the CLIENT can use other dispatch services.
13. **GOVERNING LAW.** This Agreement shall be governed by and constructed in accordance with the laws of the State of Michigan without giving effect to any choice of law or conflict of laws provision or rule (whether of the State of Michigan or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Michigan.
14. **NOTICE.** Any written notice required by the terms of this agreement shall be given either by email, personal delivery, or by certified mail. RJS LEGACY DISPATCH LLC's email address is **info@rjslegacydispatch.com**.

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

COMPANY NAME: _____

CARRIER: _____

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT "A" of DISPATCH SERVICE AGREEMENT

Company's Designation:

By signing this Exhibit CLIENT provides written consent to the Company to act on their behalf as Dispatcher (and be listed on Carrier-Broker Agreements as Dispatcher or Manager of Logistics/Operations). In such a capacity RJS LEGACY DISPATCH LLC has the right to perform the following duties:

- Find freight that best matches the CLIENT profile.
- Contact and negotiate rates with Freight Brokers/Shippers on CLIENT's behalf.
- Consult with CLIENT about the availability of loads and options.
- File paperwork on behalf of CLIENT necessary for CLIENT to haul for Freight Brokers/Shippers, including but not limited to, Carrier Packets, MC Authority Letter, W-9, Certificate of Insurance, and Rate Confirmations.
- Notify CLIENT of all confirmed loads and provide copies of Rate Confirmations to Client.
- Produce an invoice and submit all supporting documents for billing for each load once a copy of the Bill of Lading/Proof of Delivery has been received from the CLIENT upon delivery of freight.
- Notify CLIENT of load required qualifications or needs for additional insurance and furnish Client with the necessary information for the qualifications of insurance required before an agreement is made with the broker.
- Provide CLIENT a Services Summary on Monday of the following week for all services completed in the previous week.

LIMITED POWER OF ATTORNEY FORM

Be it known by all, that _____, with MC# _____ and DOT# _____ does hereby make and appoint RJS LEGACY DISPATCH LLC, their true and lawful attorney for _____ with the sole and specific purpose of contracting loads of freight to be hauled by _____, giving and granting RJS LEGACY DISPATCH LLC full power and authority to do and perform all and every act whatsoever necessary to be done in and about the specific and limited terms set out herein, to all intents and purposes, as might or could be done if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that said attorney shall lawfully do or cause to be done by virtue thereof.

This Power of Attorney is to remain in full force and effect until revoked by me in writing. Such revocation is to be emailed to info@rjslegacydispatch.com.

COMPANY NAME: _____

SIGNATURE: _____ DATE: _____

PRINT NAME: _____ TITLE: _____

WITNESSED BY

SIGNATURE: _____ DATE: _____

PRINT NAME: _____ TITLE: _____

COMPANY PROFILE FORM

Please complete this form to the best of your knowledge to help us better assist your company in matching your equipment to available loads. If anything changes, please update the form, or contact RJS LEGACY DISPATCH LLC to make changes. This form is for our use only and will not be released to any third party without your expressed written permission.

PART 1: CARRIER INFORMATION

COMPANY NAME: _____ TYPE: _____

PHYSICAL ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

MAIN CONTACT: _____ EMAIL: _____

OFFICE PHONE: _____ FAX: _____ CELL: _____

EMERGENCY CONTACT: _____ EMERGENCY PHONE: _____

MC NUMBER: _____ US DOT NUMBER: _____ EIN: _____

TWIC CERTIFIED: ___Y / ___N

HAZMAT CERTIFIED: ___Y / ___N SCAC CODE: _____

PART 2: SERVICE AREAS OF OPERATION

UNITED STATES (ALL 48)

__AL __AR __AZ __CA __CO __CT __DE __FL __GA __IA __ID __IL

__IN __KS __KY __LA __MA __MD __ME __MI __MN __MO __MS __MT

__NE __NY __NH __NJ __NM __NY __NC __ND __OH __OK __OR __PA

__RI __SC __SD __TN __TX __UT __VT __VA __WA __WV __WI __WY

__CANADA __MEXICO

PART 3: EQUIPMENT SECTION

Please provide some additional information about your equipment to help us better customize the loads.

TRUCK NUMBER: _____ MAKE: _____ MODEL: _____

YEAR: _____ VIN NUMBER: _____

LICENSE PLATE: _____ TRUCK TYPE: _____ GVWR: _____

TRAILER NUMBER: _____ TYPE: _____ GCWR: _____

LOADABLE SPACE: Length: _____ Width: _____ Height: _____

MAX WEIGHT OF CARGO: _____

ADDITIONAL EQUIPMENT (Ramps, Lift Gate, Pallet Jack etc.): _____

IMPORTANT PLEASE READ

We strongly suggest that flatbed haulers have at least 12 straps, 8 chains, and binders, 8' Drop Lumber Tarps (set of 3), 50 Bungees, Dunnage, and Coil Racks. Van and Box Truck drivers need to have the necessary equipment to secure loads and prevent shifting. Please take pride in your equipment and take care of your money makers. Shippers and Receivers take notice and rehire when they see good equipment.

SECTION 4: INSURANCE INFORMATION

INSURANCE AGENCY: _____ AGENT NAME: _____

EMAIL: _____ PHONE: _____ FAX: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

POLICY NUMBER: _____

LIABILITY: \$ _____ CARGO: \$ _____

SECTION 5: FACTORING INFORMATION

FACTORING COMPANY: _____

CONTACT: _____

PHONE: _____ FAX: _____

WEBSITE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

SECTION 6: PERSONAL INFORMATION

DRIVER'S LICENSE NUMBER: _____ STATE: _____

CDL CLASS: _____ EXPIRATION: _____

Some loads to and from Government Facilities require that the driver be a U.S. Citizen and also have a clean background. Please answer the following for us to be able to know if you qualify for these loads.

ARE YOU A U.S. CITIZEN? ___Y / ___N

DO YOU HAVE A CLEAN BACKGROUND? ___Y / ___N

PLEASE MAKE SURE ALL FIELDS ARE COMPLETE BEFORE SUBMITTING