

TBE Dispatching Services LLC

OFFICE: (772) 244-6336

info@tbedispatch.com

Carrier Dispatch Set-up Requirements

Welcome to **TBE Dispatching Services LLC**! We are pleased that you have decided to grant us the permission to act as your dispatching service provider representing your company, covering your truck(s) and/or delivering the administrative functions, which is no small deal or transaction.

We understand how important your business is to you. You have made a wise decision. We will represent you with integrity, professionalism, and pride in all that we do!

To get enrolled in our program, please complete, sign and return the following items by email to info@tbedispatch.com:

- **Dispatch Agreement**
- **Limited Power of Attorney**
- **Company Profile Sheet**
- **Truck Operation Form**
- **Copy of Carrier's MC Authority**
 - **Copy of your DOT#**
 - **Copy of your W-9**
- **Copy of insurance certificate**

(We require \$100,000 in Cargo and \$1,000,000 in Liability because this is standard with most brokers)

Once your paperwork is processed you will be contacted promptly with all pertinent information and your Customer ID.

For questions/concerns regarding **TBE Dispatching Services LLC** requirements please contact us at:

info@tbedispatch.com

(772) 244-6336

Thank you for choosing TBE Dispatching Services LLC

AGREEMENT FOR TBE Dispatching Services LLC

1. Recitals

This agreement made as of this _____ day of _____ 20 _____ by and between **TBE Dispatching Services LLC** and _____ (Company Name), Hereinafter referred to as '**Client**', desires to retain **TBE Dispatching Services LLC** by executing a Limited Power of Attorney form to find and secure freight for Client and dispatch Client's equipment. Prior to the implementation of this agreement, Client must furnish to **TBE Dispatching Services LLC** the following documents:

1. This Agreement form completed, dated, and signed
2. A signed Limited Power of Attorney form.
3. A completed Company Profile Sheet.
4. Truck Operation Form.
5. A list of any established references (at least three).
6. Copy of Client's Authority.
7. Copy of DOT#.
8. A signed W-9.
9. Proof of Insurance Certificates **** we require at least \$1,000,000 and at least \$100,000 in Cargo Coverage ****

2. Percentage Rate Agreement

6% Pay Per Load

SEMI - Dry Van, Reefer, Flat Bed (48' or 53')

3. Effective Date

The Agreement shall be in effect upon the date signed by both parties to this Agreement and shall be in effect until the revocation of the Limited Power of Attorney or until notice is given by **TBE Dispatching Services LLC**. Client must send notification by mailing said Revocation Notice to: **TBE Dispatching Services LLC** at info@tbedispatch.com

4. Statement of the Work

TBE Dispatching Services LLC will:

1. Find freight that best matches profile for the Client.
2. Contact Client with load matches and go over options.
3. Fax to shipper/broker the Client's MC Authority, W-9, proof of insurance, and order insurance certificates, if required, along with any other required supporting documentation upon the Client agreeing to take a load.
4. Handle the setting of appointments if necessary.
5. Provide the driver with all dispatch instructions for pickup, transit, and delivery.
6. Assist with any problems that arise in the transit of the load when necessary if within our capabilities. The Client is responsible for own equipment. We can try to direct Client to a service that might be of help.
7. Hold on to the dispatch, accessorial information, etc. until the load is completed. Once completed **TBE Dispatching Services LLC** will mail or fax all documents to the Client.
8. Forward the final load confirmation and mail all documentation to the Client, concluding that all services have been performed in full.

5. Consideration

The Client agrees to pay **TBE Dispatching Services LLC** as per the agreed quotes and terms, as stated in Section 2 of this agreement. This agreed term rates will be required to be paid to **TBE Dispatching Services LLC** as per the conditions of the Agreement. **A five (5) day grace period will be allowed before the account becomes overdue. At ten (10) days the account will be suspended and a reactivation fee of \$50 will apply in addition to any overdue fees. After 30 days the account may be placed for collection.** **TBE Dispatching Services LLC** will invoice Client as per the terms of the agreement via Email, U.S. Mail or faxing said invoice. Payment can be made to: **TBE Dispatching Services LLC** by PayPal, Square, Cash App, Apple Pay and/or bank transfer.

6. Additional Provisions

Once load has concluded per Page 2 of Section 4, line 8 it will be the responsibility of the Client to handle directly with the shipping party any overages, shortages, damages, or billing and collections issues. In no event will **TBE Dispatching Services 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. Client agrees to hold harmless, before, during and after the contract, all direct or indirect damages resulting from Client hauling of shipper's freight. This includes but is not limited to loading and unloading problems or issues, delays, overages, shortages, damages, and billing and collection issues as well as hours of services.

Client will be responsible for notifying **TBE Dispatching Services LLC** of changes to authority, insurance, client profile or ownership.

TBE Dispatching Services LLC will work within the established parameters of the Clients Company/Carrier Profile.

TBE Dispatching Services LLC will notify Client of best-matched loads for approval prior to making haul commitment.

TBE Dispatching Services LLC will email/fax all necessary documentation to the broker/shipper directly, along with final approval once Client or designated representative has approved load.

TBE Dispatching Services LLC will notify Client of load required qualifications or additional insurance necessary.

TBE Dispatching Services LLC will furnish to Client necessary information for qualification of insurance required.

If **TBE Dispatching Services LLC** books a load with the Client's approval and/or matching the Client's truck posting, the Client agrees to pay **TBE Dispatching Services LLC** as agreed in Section 2 of this Agreement for services rendered.

NOTE: To avoid charges for unavailable equipment, it is imperative to notify **TBE Dispatching Services LLC** immediately if the truck is loaded from another source or no longer available for any reason. If Client does not give the proper notice that the truck is no longer available, Client may be subject to a **\$50 fine** that MUST be paid BEFORE we can accept any further opportunities for the truck.

Client agrees that if a higher line haul rate is needed for the shipment, they will notify **TBE Dispatching Services LLC** BEFORE the load is secured. Once the Client tells **TBE Dispatching Services LLC** they will accept the shipment at a specific rate, this is verbal acceptance, and the load is secured. Should the Client (carrier) back out or ask for more money after the load has been secured, there will be a penalty of **\$100 for the first occurrence** and **\$200 for the second occurrence** that MUST be paid before we can accept another load on the Client's behalf. If this happens more than twice (2), **TBE Dispatching Services LLC** has the right to terminate the agreement between **TBE Dispatching Services LLC** and the Client.

Client agrees that they will advise **TBE Dispatching Services LLC** in a timely fashion should the client not be available for dispatch more than one (1) day at a time. (If Client is not working for any amount of time, please let us know ASAP so that we do not plan any loads for Client's truck.)

7. Disclaimer

TBE Dispatching Services LLC is **NOT responsible for:**

1. Billing Issues.
2. Load problems.
3. Advances. (All advances will have to be handled directly between Client and shipper/broker unless requested by Client.)
4. Handling and storage of paperwork. (All documents will be sent to Client unless other arrangements are made)
5. DOT compliance issues.
6. SPIKE INSURANCE

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 Venue

TBE Dispatching Services LLC and Client hereby consent to and agree to submit to the jurisdiction of the Federal and state courts located in Saint Lucie County, Florida in connection with any claims or controversies arising out of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as the date written.

(Print Company Name)

TBE Dispatching Services LLC
(Print Company Name)

(Signature of Company Officer)

(TBE Dispatching Services LLC Representative)

(Print Company Officer's Name)

(Print Representative Name)

(Company Officer's Title)

(Company Officer's Title)

(Date)

(Date)

AGREEMENT FOR DISPATCH SERVICES: TBE Dispatching Services LLC

ATTACHMENT "A"

This attachment pertains to the selected level of service noted on Page 1 Section 2 of this agreement for _____ (Client) and will remain in effect until either Client requests to have a change in service, wishes to terminate this Service Agreement, or Client is canceled by TBE Dispatching Services LLC for cause.

Percentage Rate Agreement: This plan is detailed as a percentage of gross revenue rate plan, which is for services provided. This plan includes all services listed on Page 2 Section 4-line items 1 – 8 of this agreement. The cost of this plan is the percentage chosen of the gross revenue (excluding accessorial) per truck enrolled with TBE Dispatching Services LLC. Invoices will be sent out weekly. **Payment for this plan is to be made in full within 3 days of the invoice date.** Payment can be made according to Page 2 Section 5 of this agreement.

OTHER PROVISIONS: Nonpayment pertaining to all service plans. There is a built-in grace period of 5 days after the due date. Client will then be notified on the outstanding payment. After 10 days past due the account is subject to suspension. If an account is suspended, the account must be paid current and is subject to a reinstatement fee of \$150.00 prior to the account being reactivated.

CARRIER: _____ **DATE:** _____

BY: _____

IMPORTANT INFORMATION: ALL our Brokers sign a Non-Compete Contract, so once they are no longer with this company, whether they stay with us or not, they are legally bound not to have any contact, for one full year, with the company TBE Dispatching Services LLC is dispatching or has dispatched. ALL our Dispatchers also sign a Non-Compete Contract, so once they are no longer with this company, whether they stay with us or not, they are legally bound not to have any contact, for one full year, with the company TBE Dispatching Services LLC is dispatching or has dispatched.

Limited Power of Attorney Form

BE IT KNOWN, that _____ with an MC or DOT number of _____ has made and appointed, and by these presents does make and appoint **TBE Dispatching Services LLC**, true and lawful attorney for , place and stead, for the limited and specific purpose of contracting loads of freight to be hauled by , giving and granting said **TBE Dispatching Services LLC**, full power and authority to do and perform all and every act and thing whatsoever necessary to be done in and about the specific and limited terms (set out herein) as fully, 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:

TBE Dispatching Services LLC
info@tbedispatch.com

COMPANY NAME: _____

Signature: _____ Printed Name: _____

Title: _____ Date: _____

WITNESS

Signature: _____ Printed Name: _____

Title: _____ Date: _____

OWNER OPERATOR OR TRUCKING COMPANY

CARRIER PROFILE

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 should be updated at any time by notifying us. This information is for our use only and will not be released to any third party without your express written permission.

PART 1: CARRIER INFORMATION SECTION

COMPANY: _____ DBA (If Any): _____

PHYSICAL ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

MAILING ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

MAIN CONTACT: _____ E-MAIL: _____

OFFICE PHONE: _____ FAX: _____ CELL PHONE: _____

EMERGENCY CONTACT: _____ EMERGENCY PHONE: _____

MC NUMBER: _____ DOT NUMBER: _____ EIN: _____

SCAC CODE: _____ TWIC CERTIFIED: _____ HAZMAT CERTIFIED: _____

PART 2: EQUIPMENT SECTION

NUMBER OF TRUCKS: _____ COMPANY: _____ OWNER OPERATORS: _____ NUMBER OF TEAMS: _____

NUMBER OF TRAILERS: VAN: _____ REEFERS: _____ FLATBED: _____

OTHER TYPES: _____

TRAILER SIZES: VAN: _____ REEFER: _____ FLATBED: _____

DETAILED DESCRIPTION OF EQUIPMENT (I.E. PALLETS, TARPS, OVERSIZE AND WEIGHT LIMITS):

PART 3: SERVICE AREAS OF OPERATION (Circle all that apply)

United States: _____ All 48 states Canada (list provinces): _____

Mexico: _____

(Circle All States That Apply)

AL	AR	AZ	CA	CO	CT	DE	FL	GA	IA	ID
IL	IN	KS	KY	LA	MA	MD	ME	MI	MO	MN
MS	MT	NC	ND	NE	NH	NJ	NM	NV	NY	OH
OK	OR	PA	RI	SC	SD	TN	TX	UT	VA	VT
WA	WI	WV	WY							

DISPATCHING SERVICE

Rate of 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 (Y/N): _____

COMMENTS: _____

PART 4: FACTORING INFORMATION SECTION

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: _____ MAIN CONTACT: _____

PHONE: _____ FAX: _____ WEB SITE: _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

PART 5: INSURANCE INFORMATION SECTION

INSURANCE AGENCY: _____ CONTACT: _____

PHONE: _____ FAX: _____ EMAIL: _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

PLEASE USE THE FOLLOWING SECTION TO BETTER DESCRIBE YOUR COMPANY

Office Use Only: Updated on ____/____/____ Comments: _____

TRUCK OPERATION FORM

Truck #	Trailer #	Trailer Type	Max Weight	Driver Name	Driver Cell

1. Does the assigned driver have the right to make load decisions for you? _____
2. Does the driver need to have a copy of the load confirmation? _____

Please keep a blank copy of this form, and email updates to us when they occur, this way we have the most current information on hand.

Thank You

[TBE Dispatching Services LLC](#)