

Legacy Dispatch LLC Baton Rouge, LA Instagram: @Legacy_Dispatch_LLC Email: info@ LegacyDispatch.net Office Phone: 225-910-3069

Carrier Dispatch Set-up Requirements

Welcome to Legacy Dispatch 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 <u>info@legacydispatch.net</u> :

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

(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.

For questions/concerns regarding Legacy Dispatch LLC requirements please contact us at: info@legacydispatch.net

(225)910-3069

Thank you for choosing Legacy Dispatch LLC

AGREEMENT FOR LEGACY DISPATCH LLC

1. Recitals

This agreement made as of this	day of	20	by and
between Legacy Dispatch LLC and			
(Company Name), Hereinafter referre	ed to as <u>'Client'</u> , desires	s to retain <u>Legacy Dis</u>	<u>patch LLC</u>

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 **Legacy Dispatch 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. Copy of Client's Authority.
- 6. Copy of DOT#.

7. A signed W-9.

8. Proof of Insurance Certificates ** we require at least \$1,000,000 and at least \$100,000 in Cargo Coverage **

Percentage Rate Agreement 8% Pay Per Load SEMI - Dry Van, Reefer, Flat Bed (48' or 53'), Hot Shot, Power Only or Step deck

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 <u>Legacy Dispatch LLC</u>. Client must send notification by mailing said Revocation Notice to: <u>Legacy Dispatch LLC</u> at <u>info@legacydispatch.net</u>

4. Statement of the Work

Legacy Dispatch 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 **Legacy Dispatch 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 <u>Legacy Dispatch LLC</u> 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 <u>Legacy</u> <u>Dispatch LLC</u> 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. <u>Legacy Dispatch LLC</u> will invoice Client as per the terms of the agreement via Email or faxing said invoice. Payment can be made to: <u>Legacy Dispatch LLC</u> by PayPal, Cash App, Apple Pay, Quickbooks 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 <u>Legacy Dispatch LLC</u> 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 <u>Legacy Dispatch LLC</u> of changes to authority, insurance, client profile or ownership.

<u>Legacy Dispatch LLC</u> will work within the established parameters of the Clients Company/Carrier Profile.

<u>Legacy Dispatch LLC</u> will notify Client of best-matched loads for approval prior to making haul commitment.

<u>Legacy Dispatch LLC</u> will email/fax all necessary documentation to the broker/shipper directly, along with final approval once Client or designated representative has approved load.

Legacy Dispatch LLC will notify Client of load required qualifications or additional insurance necessary.

Legacy Dispatch LLC will furnish to Client necessary information for qualification of insurance required.

In the event that <u>Legacy Dispatch LLC</u> books a load with the Client's approval and/or matching the Client's truck posting, the Client agrees to pay <u>Legacy Dispatch LLC</u> as agreed in Section 2 of this Agreement for services rendered.

NOTE: To avoid charges for unavailable equipment, it is imperative to notify <u>Legacy Dispatch</u> <u>LLC</u> 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 <u>\$50 fine</u> 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 Legacy Dispatch LLC BEFORE the load is secured. Once the Client tells Legacy Dispatch LLC they will accept the shipment at a specific rate, this is <u>verbal acceptance</u>, 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 <u>\$100 for the first occurrence</u> and <u>\$200 for the second occurrence</u> that **MUST** be paid before we can accept another load on the Client's behalf. If this happens more than twice (2), <u>Legacy Dispatch LLC</u> has the right to terminate the agreement between <u>Legacy Dispatch LLC</u> and the Client.

Client agrees that they will advise <u>Legacy Dispatch LLC</u> 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

Legacy Dispatch 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 Louisiana without giving effect to any choice of law or conflict of laws, provision or rule (whether of the State of Louisiana or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Louisiana.

9. Jurisdictions and Venue

Legacy Dispatch LLC and Client hereby consent to and agree to submit to the jurisdiction of the Federal and state courts located in East Baton Parish, Louisiana 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)	<u>Legacy Dispatch LLC</u> (Print Company Name)		
(Signature of Company Officer)	(Legacy Dispatch LLC Representative)		
(Print Company Officer's Name)	(Print Representative Name)		
(Company's Officer's Title)	(Company Officer's Title)		

(Date)

BY:

(Date)

AGREEMENT FOR DISPATCH SERVICES: Legacy Dispatch 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 Legacy Dispatch 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 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 Legacy Dispatch 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 **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:

IMPORTANT INFORMATION: ALL of 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 Legacy Dispatch LLC is dispatching or has dispatched.

Limited Power of Attorney

BE IT KNOWN, that I, authorized represe	ntative of
("Client") a licensed motor carrier, MC#_	, in the State
Of	, do hereby grant "Limited Power of Attorney" to
Legacy Dispatch LLC ("Agent"), a Louisiar	na limited liability company to act a Dispatch Service for
the sole purpose of securing freight, proc	cessing all brokerage/shipper agreements, processing
freight invoices and or bill of lading, obta	ining Certificates of Insurance as required to expedite
shipments, submit carrier packets for car	rier approval and dispatch said company equipment
and all services as outlined in Legacy Disp	patch LLC Carrier & Dispatch Agreement between
Client and Agent.	

For purposes of facilitating this authorization, Legacy Dispatch LLC assumes the contracted position of "Dispatch Service" for said company.

This authorization will remain in effect until terminated in writing via email or certified mail by either party.

Carrier Authorization	Legacy Dispatch LLC
Authorized Signature	Authorized Signature
Print Name	Print Name
Date	 Date

COMPANY PROFILE

Instructions: Please complete this form giving us all the information. 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.

1. CARRIER INFORMATION	Ν		
COMPANY			
ADDRESS:			
 CITY: ZIP		ST	
CONTACT:	PHONE:		
— E- MAIL:		FAX:	
 MC # #	DOT #	EIN/SS	
SCAC # #	TWIC #	HAZMAT	
2. EQUIPMENT SECTION NUM. OF TRUCKS:	[Company	+ Owner Operator	

NUM. OF TRAILERS: VAN REEFER FLATBED Straight Box, Cargo Van, Sprinter OTHER

ADDITIONAL INFO:

TRUCK #	TRAILER #	TYPE	YEAR	DRIVER	NAME	PHONE #

3. RATE OF HAUL INFORMATION

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

IDEAL MILE RATE \$____(V) \$____(R) \$____(F) \$____(O)

ADDITIONAL PREFERENCES:

5. FACTORING INFORMATION

If you use factoring service, please provide the following information. This will ensure that we only use brokers approved by your factoring company. If you don't have a factoring we can get you set up with a factoring company

FACTORING	WEB
ADDRESS	CITY
STZIP	
CONTACT	EMAIL
PHONE # Fax#	-
7. REFERRAL	
Please refer us to three (3) Owner Operators v service.	who you believe might benefit from our
ΝΔΜΕ	

NAME_____ CELL_____

NAME______ CELL_____

NAME_	
CELL	

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 Legacy Dispatch LLC