



(803) 714-3466

[Fromnext2priority@gmail.com](mailto:Fromnext2priority@gmail.com)

## DISPATCH SERVICES AGREEMENT

### 1. RECITALS

This Freight Dispatch Agreement, (the "Agreement") effective on the  day of , by and between: **From Next 2 Priority Logistics, LLC (hereinafter known as "FN2P Dispatch")** and

\_\_\_\_\_, hereinafter referred to as Client, who is licensed by the FMCSA as an interstate carrier of property holding authority, MC# \_\_\_\_\_ and/or DOT # \_\_\_\_\_.

**Whereas**, Client is a Carrier/Owner Operator, desiring to retain From Next 2 Priority Logistics LLC to provide dispatch services.

**Whereas**, From Next 2 Priority Logistics LLC is a transportation dispatcher handling the necessary paperwork between shippers and the Client.

**The Client, prior to the implementation of this agreement, must furnish the following to From Next 2 Priority Logistics LLC:**

1. A copy of clients Certificate of Authority
2. A copy of clients Certificate of Insurance
3. A signed W-9 form
4. This Agreement form completed, dated, and signed.
5. Completed company profile sheet
6. Limited Power of Attorney form
7. Your factoring company's name, address and contact number if applicable

### 2. STATEMENT OF WORK

**From Next 2 Priority Logistics LLC will:**

1. Book loads on the Client's behalf.
2. Send rate confirmations to Client.
3. Find freight that best matches the profile for the Client.

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4. Upon the Client agreeing to the load, From Next 2 Priority Logistics, LLC will fax and/or email to shipper / broker the Clients, Authority, W-9, proof of insurance, and order insurance certificates if required, along with any other required supporting documentation.
5. Handle the setting of appointments if necessary.
6. Prepare directions to shipper/consignee, if necessary.
7. Provide access to our rates and shippers depending on location of the truck.
8. Assist with any problems that arise in the transit of the load when necessary, within our capabilities. Client/Carrier is responsible for own equipment, we can direct you to a service that may be helpful.
9. All load information is available to the Client at all times, From Next 2 Priority Logistics LLC will hold on to the dispatch, accessorial information, etc. until the load is completed.
10. Upon forwarding the final load confirmation, and mailing all documentation to the Client, the services of From Next 2 Priority Logistics LLC have been fully performed.
11. Book and communicate load information to drivers between 8am and 9pm Monday – Friday. Client will reach out to the broker for any issues regarding the load after 9 pm.

#### **A. Obligations of Dispatcher**

1. Dispatcher agrees to handle paperwork, phone, fax and email to and from the Broker or Shipper to tender commodities or shipments to Client/Carrier for transportation in interstate commerce by Client/Carrier between points and places within the scope of Carrier's operating authority.
2. Dispatcher bears no financial or legal responsibility in the transaction between the Shipper, Client/Carrier agreement.
3. Dispatcher will make a 100% effort to keep Client/Carrier truck(s) loaded.
4. Client/Carrier will be contacted about every load we find/offer, and the driver will Accept or
5. Reject the load. Client/Carrier cannot cancel once the load is booked.
6. Invoice the Client/Carrier at time of service, also provide a copy of each load Confirmation Sheet,
7. Client/Carrier is being billed for.

#### **B. Obligations of Client**

1. Client/Carrier gives From Next 2 Priority Logistics, LLC authority to provide his/her signature for rate confirmation sheets, invoices and associated paperwork necessary for securing cargo and billing purposes.
2. Client/Carrier agrees to collect payment from the Shipper 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 Client shall be established between the 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 Client. Confirmation will be signed by From Next 2 Priority Logistics, LLC and returned via FAX or EMAIL to Shipper.
3. Client/Carrier agrees to text From Next 2 Priority Logistics, LLC when they arrive at the shipper.

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4. Client/Carrier agrees to text From Next 2 Priority Logistics, LLC once loaded, once they arrive to the receiver, and once unloaded from receiver.
5. In the event of a breakdown, Client/Carrier is responsible for contacting roadside. We recommend signing up with a roadside company and issuing that contact info to your driver. Client/Carrier is responsible for payment of any needed repairs.
6. Client/Carrier nor driver is allowed to cancel once a load is booked.
7. Client/Carrier is responsible for obtaining all required permits.

### 3. RATE PLAN

**The Client agrees to pay From Next 2 Priority Logistics, LLC a percent (8%) of the face value of the contract between the Shipper and Carrier as stated on the Load Rate Confirmation Sheet.**

### 4. COMPENSATION

From Next 2 Priority Logistics, LLC will invoice the Client/Carrier as per the terms of the agreement via email or faxing said invoice. Payment can be made to From Next 2 Priority by Zelle , Apple Pay, Wires, ACH Deposits, Certified Check, or Money Order. Cash App and Venmo NOT ACCEPTED. Client agrees to pay invoices every week on day of Friday. If not paid within by Friday at 5:00pm, a late fee of \$25 will apply and the account is subject to suspension. Once the payment is processed the Client/Carrier will be sent a confirmation receipt via email or fax. Client/Carrier will be compensated directly from brokers/shippers handling the load, or from a factoring company chosen by the Client/Carrier.

### 5. NON-SOLICITATION

Client/Carrier agrees that it will not solicit traffic from any shipper, consignor, or customer of From Next 2 Priority Logistics, LLC where the Client/Carrier transports loads, or is made aware of such traffic, as a result of From Next 2 Priority Logistics, LLC 's efforts. It is further agreed that this non-solicitation provision shall be in force and effect during the term of this AGREEMENT and for a period of one (1) year from the date of the termination of this AGREEMENT for any reason. In the event of non-compliance with the specific provisions of this paragraph, Client/Carrier upon discovery of breach, will be liable to From Next 2 Priority Logistics, LLC for 100 percent (100%) of the gross transportation revenue received by Client/Carrier from said shipper(s) within one (1) year after the date of termination of this AGREEMENT.

### 6. 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.

### 7. ADDITIONAL PROVISIONS

Once a load has been set up for the Client and all information given, it will be the responsibility of the Client 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 with From Next 2 Priority Logistics, LLC.

In no event will From Next 2 Priority Logistics, 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.

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## **A. Termination**

Carriers are not under contract, however, we do ask for a 7 day notice should a carrier decide to part ways with our dispatching service.

## **B. 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. Cargo must be secured so that when a vehicle decelerates at a rate of 20 feet per second, the cargo will remain on the vehicle and will not penetrate the vehicle's front-end structure. Any vehicle having a load or component which extends beyond the sides more than 4 inches or more than 4 feet beyond the rear must have the extremities marked with a red or orange, fluorescent warning flag. If the projecting load is 2 feet in width or less, only one flag is required at the extreme rear of the load. If the projecting load is greater than 2 feet in width, two flags must be used at the extreme width and length on each side of the load.

## **C . 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 driver must also reexamine the cargo and its securing devices when he makes a change of his duty status, after the vehicle has been driven for three hours, or after the vehicle has been driven 150 miles whichever comes first. 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.

If a member of the public is injured because of improperly loaded cargo, both the shipper who loaded the cargo and the Client may be held liable for the injury. A shipper that assumes responsibility for loading the vehicle can be held liable for improperly securing a load under a common law theory of negligence, and federal regulations will provide evidence of the proper standard of care to be utilized by the shipper in loading the vehicle. When the driver himself is injured in an accident, the shipper cannot be held liable for the improper loading of the vehicle unless the loading defects are latent and concealed and cannot be discerned by ordinary observation by the agents of the Client. In determining if the defect in loading is patent and should have been discovered by the driver, a court will take into consideration the experience of the driver and whether the driver is given assurances by the shipper's employees that there is no defect in the loading of the cargo. A motor Client cannot be held liable for improperly loading a sealed trailer since the driver does

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not have the opportunity to inspect the load. When a person is injured during the loading or unloading process at the shipper or consignee's facility, the trucking company's liability will be determined according to the rules applicable to the facility owner, and the company will be subject to the same liability or freedom from liability as the owner.

#### 8. DISCLAIMER

**From Next 2 Priority Logistics, LLC is NOT responsible for:**

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

#### 9. GOVERNING LAW

This agreement shall be governed by and construed in accordance with laws of the State of South Carolina without giving effect to any choice of law or conflict of laws provision or rule (whether of the State of South Carolina or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of South Carolina.

#### 10. JURISDICTIONS AND VENUES

From Next 2 Priority Logistics, LLC and the Client hereby consent to and agree to submit to the jurisdiction of the Federal and state courts located in Florence, SC. 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.

Date: \_\_\_\_\_

Signature of Dispatch Representative: *Brandon Brown*

Dispatch Company: **From Next 2 Priority Logistics, LLC**

Dispatch Representative: **Brandon Brown**

Signature of Carrier Representative: \_\_\_\_\_

Carrier Company: \_\_\_\_\_

Carrier Representative (First & Last Name): \_\_\_\_\_

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**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**

COMPANY (DBA) \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ ST \_\_\_\_\_ ZIP \_\_\_\_\_

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 \_\_\_\_\_ OTHER \_\_\_\_\_

ADDITIONAL INFO.

\_\_\_\_\_

**TRUCK & DRIVER(s) INFO**

**3. SERVICE AREAS OF OPERATION (please circle all that apply) 48 States \_\_\_\_\_**

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				

Canada (list provinces) \_\_\_\_\_ Mexico \_\_\_\_\_

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#### 4. 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 RATE PER MILE: \$ \_\_\_\_\_

IDEAL WEEKLY GROSS MIMINUM: \$ \_\_\_\_\_

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

**ADDITIONAL PREFERENCES:**

\_\_\_\_\_

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#### 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.

FACTORING \_\_\_\_\_ WEBSITE \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ ST \_\_\_\_\_ ZIP \_\_\_\_\_

CONTACT \_\_\_\_\_ E-MAIL \_\_\_\_\_

PHONE # \_\_\_\_\_ FAX # \_\_\_\_\_

#### 6. INSURANCE INFORMATION

Please provide us with your insurance contact information, where we can request certificate of insurance with specific holders (i.e., brokers and/or shippers)

INSURANCE \_\_\_\_\_ WEBSITE \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ ST \_\_\_\_\_ ZIP \_\_\_\_\_

CONTACT \_\_\_\_\_ E-MAIL \_\_\_\_\_

PHONE # \_\_\_\_\_ FAX # \_\_\_\_\_

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## 7. REFERRAL

Please refer us three (3) Owner Operators who you believe might benefit from our service.

NAME \_\_\_\_\_ CELL \_\_\_\_\_

NAME \_\_\_\_\_ CELL \_\_\_\_\_

NAME \_\_\_\_\_ CELL \_\_\_\_\_

## 8. ADDITIONAL INFORMATION

Please use the section below to better describe your company. Include special terms and conditions of most importance and everything we must consider while searching and taking the loads for you.

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

Signature of Dispatch Representative: *Brandon Brown*

Dispatch Representative: **Brandon Brown**

Dispatch Company: **From Next 2 Priority Logistics, LLC**

Signature of Carrier Representative: \_\_\_\_\_

Carrier Representative (First & Last Name): \_\_\_\_\_

Carrier Company: \_\_\_\_\_

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## LIMITED POWER OF ATTORNEY

This Limited Power of Attorney (the AGREEMENT) is made effective on \_\_\_\_\_ (date) between:

**FROM NEXT 2 PRIORITY LOGISTICS, LLC** hereinafter called DISPATCH a company established under the laws of the State of South Carolina, and \_\_\_\_\_ hereinafter called CARRIER, motor carrier company with MC# \_\_\_\_\_ and/or DOT # \_\_\_\_\_ CARRIER hereby appoints DISPATCH as my Attorney-in-Fact (AGENT). DISPATCH agent shall have full power and authority to act on my behalf. This power and authority shall authorize DISPATCH to manage and conduct affairs and to exercise all my legal rights and powers, including all rights and powers that I may acquire in the future. DISPATCH powers shall include, but not limited to, the power to:

- Professional dispatch services, including contact drivers, 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 and collect all payment dues 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. DISPATCH shall not be liable for any loss that results from a judgement error that was made in good faith. However, DISPATCH 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 DISPATCH to indemnify and hold harmless any third party who accepts and acts under this document. This Power of Attorney shall become effective immediately and shall remain in full force and effect until revoked by me in writing. Such revocation is to be sent via email 10 days in advance to DISPATCH to [fromnext2priority@gmail.com](mailto:fromnext2priority@gmail.com).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date below:

**DISPATCH: FROM NEXT 2 PRIORITY LOGISTICS, LLC**

**FROM NEXT 2 PRIORITY LOGISTICS, LLC REPRESENTATIVE NAME & TITLE: Brandon Brown, Managing Member**

**FROM NEXT 2 PRIORITY LOGISTICS, LLC REPRESENTATIVE SIGNATURE: Brandon Brown**

**DATE: \_\_\_\_\_**

**CARRIER: \_\_\_\_\_**

**CARRIER REPRESENTATIVE NAME & TITLE: \_\_\_\_\_**

**CARRIER REPRESENTATIVE SIGNATURE: \_\_\_\_\_**

**DATE: \_\_\_\_\_**

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