



EXCEL WAY DISPATCH & LOGISTICS, LLC

THE EXCELLENT WAY FOR ALL YOUR DISPATCHING NEEDS

**DISPATCH AND
CARRIER AGREEMENT**

CONTACT US

 **629-207-0666**

 **info@excelwaydispatch.com**

 **www.excelwaydispatch.com**

 **@excelwaydispatch**

 **Excel Way Dispatch & Logistics, LLC**





Welcome to Excel Way Dispatch & Logistics, LLC!

Thank you for your consideration in this company and choosing us as your dispatcher. Only the highest level of service is always delivered, and Excel Way Dispatch & Logistics, LLC is delighted and confident that you will be very satisfied with the services offered.

The required information below is to get to know you better. It is also the first step to formalize our dispatching and carrier agreement. Please note that the Carrier Profile Form and Agreement for Dispatching Service Form must be accurately completed and signed.

Please do not hesitate to contact us with any questions or feedback.

Sincerely,

EXCEL WAY DISPATCH & LOGISTICS, LLC



CARRIER PROFILE FORM

Instructions: Please complete this form by providing all required information. This form can be updated at any time by notifying us via email or telephone call. 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 NAME	
YEARS IN BUSINESS	
OWNER/OPERATOR'S NAME(S)	
OWNER/OPERATOR'S ADDRESS	
OWNER/OPERATOR'S TELEPHONE #	
BUSINESS ADDRESS	
COMPANY EMAIL	
COMPANY WEBSITE	
MC #	
US DOT #	
EIN/SS #	
HAZMAT #	
SCAC CODE	
TWIC	



2. SERVICE AREA OF OPERATION

Select all areas you prefer to operate by clicking the box **OR ALL STATE** if you have no preference.

ALL STATE <input type="checkbox"/>			
ZONES	STATES	ZONES	STATES
Z 0	CT, ME, MA, NJ, NH, RI, VT <input type="checkbox"/>	Z 5	IA, MN, MT, ND, SD, WI <input type="checkbox"/>
Z 1	DE, NY, PA <input type="checkbox"/>	Z 6	IL, KS, MO, ME <input type="checkbox"/>
Z 2	MD, NC, SC, VA, WV <input type="checkbox"/>	Z 7	AR, LA, OK, TX <input type="checkbox"/>
Z 3	AL, FL, GA, MS, TN <input type="checkbox"/>	Z 8	AZ, CO, ID, NV, NM, UT, WY <input type="checkbox"/>
Z 4	IN, KY, MI, <input type="checkbox"/>	Z 9	CA, OR, WA <input type="checkbox"/>

Region(s) to Avoid? _____

Regional Driving or OTR? _____

Home Time Requirement _____

3. EQUIPMENT SECTION (Please provide the following information)

NUMBER OF TRUCKS					
NUMBER OF TRAILERS					
TRAILER #	TRUCK #	YEAR	TYPE	DRIVER'S NAME	DRIVER'S TELEPHONE #



4. INSURANCE INFORMATION

Please provide your insurance information for the purpose of obtaining a certificate of insurance with specific holders. (i.e., Brokers and/or Shippers)

INSURANCE PROVIDER	
POLICY #	
CONTACT NAME	
TELEPHONE #	
EMAIL	
ADDRESS	

5. RATE OF HAUL INFORMATION

Please provide us your ideal milage rate information. Please be reasonable as many factors have the potential to change this information.

BOX TRUCK	HOT SHOT	POWER ONLY	SPRINTER/ CARGO VAN
\$	\$	\$	\$
FLAT BED	REEFER	STEP DECK	VAN
\$	\$	\$	\$

6. FACTORING INFORMATION (Please provide the following information, if available).

FACTORING COMPANY	
CONTACT NAME	
ADDRESS	
EMAIL	
TELEPHONE #	



7. REFERRALS

Please list Owner/Operators who would benefit from our service. Referral bonus paid for new agreements.

NAME	EMAIL	TELEPHONE #

8. ADDITIONAL INFORMATION

Use the section below to better describe your company. Please include special terms and conditions and/or anything we should consider while searching for and booking loads for your company.

BY SIGNING THIS SECTION, YOU CONFIRM THAT ALL THE INFORMATION PROVIDED IS CORRECT.

COMPANY NAME: _____

PRINT NAME & TITLE: _____

SIGNATURE: _____

DATE: _____



AGREEMENT FOR DISPATCHING SERVICES

1. RECITALS

This AGREEMENT made as of this _____ (Date), by and between **Excel Way Dispatch & Logistics, LLC** and _____ (Contact Name), of _____ (Company Name) hereinafter referred to as Client.

Whereas Client is a Carrier/Owner Operator, desiring to retain **Excel Way Dispatch & Logistics, LLC** to provide dispatch services.

Whereas Excel Way Dispatch & Logistics, LLC a freight transportation dispatcher handling the necessary paperwork between shippers and the Client.

CLIENT must furnish **Excel Way Dispatch & Logistics, LLC** with the following documents prior to the implementation of this agreement, via email to **info@excelwaydispatch.com**

1. Dispatch Carrier Agreement
2. Limited Power of Attorney form
3. Credit Card Authorization Form
4. A signed W-9 Form
5. Copy of Client's Authority (MC Permit) and Certificate of Insurance
6. Copy of Driver's License for Owner Operator and Driver

2. STATEMENT OF WORK

Excel Way Dispatch & Logistics, LLC will:

1. Find, negotiate and book loads on the Client's behalf.
2. Send rate confirmations to Clients.
3. Upon the Client agreeing to the load, **Excel Way Dispatch & Logistics, LLC** will email/fax to shipper/broker the Client's Authority, W-9, proof of insurance and order insurance certificates, if required, along with any other required supporting documentation.
4. Prepare directions to shipper/consignee, if necessary.
5. Provide access to our rates and shippers depending on location of the truck.
6. Assist with any problems that arise in the transit of the load, when necessary, within our capabilities. Client is responsible for own equipment; we can direct you to a service that may be helpful.
7. All load information is always available to the Client, **Excel Way Dispatch & Logistics, LLC** will hold on to the dispatch and accessory information until the load is completed.
8. After forwarding final load confirmation and mailing all documents to the Client. Services of **Excel Way Dispatch & Logistics, LLC** will be complete.
9. Dispatch support, book and communicate load information to drivers 24/7.



3. OBLIGATION OF DISPATCHER

1. Dispatcher agrees to handle paperwork, phone, email and fax to and from the Broker or Shipper to tender commodities or shipments to Client for transportation in interstate commerce by Client between points and places within the scope of Client's operating authority.
2. Dispatcher bears no financial or legal responsibility in the transaction between the Shipper, Client agreement.
3. Dispatcher will:
 - a. Make a **100%** effort to keep client's truck(s) loaded.
 - b. Invoice the Client once per week, also provide a copy of each Rate Confirmation Sheet client is being billed for.

4. OBLIGATION OF CLIENT

1. Client gives **Excel Way Dispatch & Logistics, LLC** permission to provide his/her signature for rate confirmation sheets, invoices and associated paperwork necessary for securing cargo and billing purposes.
2. A load confirmation including details of shipment and revenue to be paid, will be supplied via EMAIL by Shipper to Client. Confirmation will be signed by **Excel Way Dispatch & Logistics, LLC** and returned via EMAIL to Shipper.
3. Client agrees to text **Excel Way Dispatch & Logistics, LLC** when they arrive at the shipper.
4. Client agrees to text **Excel Way Dispatch & Logistics, LLC** once loaded.
5. Client agrees to text **Excel Way Dispatch & Logistics, LLC** when they arrive at the receiver.
6. Client agrees to text **Excel Way Dispatch & Logistics, LLC** once unloaded at the receiver.
7. In the event of a breakdown, Client is responsible for contacting roadside assistance. We recommend signing up with a roadside assistance company and issuing that contact info to your driver. Client is responsible for payment of any needed repairs.
8. Neither client nor driver is allowed to cancel once a load is booked.
9. Client is responsible for obtaining all permits.

5. CONSIDERATION

Client agrees to pay an **8%** fee of the total dollar amount booked for each trip. Invoices are sent every Thursday and are due Friday by 5pm. If payment is not received by 5pm, no additional loads will be booked. Overdue fees will be a **\$150**. After 30 days the account may be placed for collection. **Excel Way Dispatch & Logistics, LLC** will invoice the Client as per the terms of the agreement via Email, U.S. Mail or faxing over invoice.



Payment can be made to **Excel Way Dispatch & Logistics, LLC** by ACH Deposit, Cash App, Apple Pay, Zelle, Venmo or PayPal. Once the payment is processed the client will be sent a confirmation receipt via email, fax or US Mail depending on Client's preference. All payments are final.

6. 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 communicate directly with the shipping party any problems, issues and delays.

In no event will **Excel Way Dispatch & 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. We do not guarantee a minimum gross amount for trucks under our dispatch service, but our weekly gross quota is **\$5,000**. Each truck, however, can gross much more depending on how hard the driver is willing to work.

During the term of this agreement, **Excel Way Dispatch & Logistics, LLC** be the exclusive provider. To maximize profits and plan trips effectively and efficiently, client shall not seek or accept similar service from other providers.

Client agrees not to circumvent **Excel Way Dispatch & Logistics, LLC** by communicating or aiming to conduct business, contact, deal with or transact with any broker or shipper that **Excel Way Dispatch & Logistics, LLC** is actively working with on behalf of the client either directly or indirectly.

Client agrees that should **Excel Way Dispatch & Logistics, LLC** secure any dedicated lane for carrier, **Excel Way Dispatch & Logistics, LLC** will charge a **6%** fee to continue all communication between shipper and carrier.

A. Termination

Our contract agreement term is 6 months minimum.

Contract may be terminated by client before the 6 months minimum with at least 2-weeks' notice in writing.

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 condition 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
- (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 re-examine 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 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.



7. DISCLAIMER

Excel Way Dispatch & Logistics, LLC is NOT responsible for:

1. Billing Issues and Load problems
2. DOT compliance issues
3. Spiking Insurance
4. Advances (All advances will have to be handled directly between Client and Shipper/ Broker).
5. Handling and storage of paperwork (All documents will be sent to Client).

8. GOVERNING LAW

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

9. JURISDICTIONS AND VENUES

Excel Way Dispatch & Logistics, LLC and the Client hereby consent to and agree to submit to the jurisdiction of the Federal and state courts located in **Murfreesboro, Tennessee** in connection with any claims or controversies arising out of the Agreement.

Upon agreeing to the terms of this dispatching agreement you understand **Excel Way Dispatch & Logistics, LLC** will be your sole dispatch company. This is in place to avoid conflicts and double bookings.

BY SIGNING THIS SECTION, YOU CONFIRM YOUR AGREEMENT TO THE TERMS FOR DISPATCHING SERVICES

CLIENT/CARRIER

COMPANY NAME: _____

PRINT NAME & TITLE: _____

SIGNATURE: _____

DATE: _____

EXCEL WAY DISPATCH & LOGISTICS, LLC

PRINT NAME & TITLE: _____ KENDRA JOHNSON (OWNER)

SIGNATURE: _____

DATE: _____



POWER OF ATTORNEY

I, _____, the undersigned, do hereby grant permission to **KENDRA JOHNSON** of **EXCEL WAY DISPATCH & LOGISTICS, LLC** located at **1740 OLD FORT PARKWAY #1155, MURFREESBORO, TN 37129** as my attorney-in-fact, to receive on my behalf information from Direct Shippers and Property Brokers, and to sign freight rate confirmations on my behalf pertaining to such information.

This power of attorney will expire in twelve months from the date signed and will need to be renewed if client agrees to renew agreement with **Excel Way Dispatch & Logistics, LLC**.

SIGNATURE OF MOTOR CARRIER: _____

ADDRESS OF MOTOR CARRIER: _____

MC# OF MOTOR CARRIER: _____

The affiant being duly sworn affirms and says that he or she is the signer(s) of the foregoing power of attorney, and that he or she has read the foregoing power of attorney and understands its contents.

This Power of Attorney becomes effective immediately and will remain in full effect until revoked by writing. Such revocation is to be emailed 10 days in advance to **info@excelwaydispatch.com**

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

NAME: _____

SIGNATURE: _____

DATE: _____



CREDIT CARD PAYMENT AUTHORIZATION FORM

You authorize regularly scheduled charges to your credit card or bank account. The charge will appear on your credit card or bank statement. You agree that no prior notification will be provided.

I, _____, authorize **KENDRA JOHNSON** of
(FULL NAME) (MERCHANT'S NAME)

EXCEL WAY DISPATCH & LOGISTICS, LLC to charge my Credit Card or Bank Account for amount owed each week. This payment is for dispatching service provided.

Cardholder Name			
Card Type	Visa []	MasterCard []	Amex [] Discover []
Credit Card Number			
Card Information	Expiration Date:	CVV:	
Billing Address			

I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify the merchant in writing of any changes in my account information.

I certify that I am an authorized user of this credit card/bank account and will not dispute these scheduled transactions with my bank or credit card company; so long as the transactions correspond to the terms indicated in this authorization form.

AUTHORIZED SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____	<small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.