



30 N Gould St Ste R  
Sheridan, WY 82801  
Office: 307-352-9528  
BKRich@BKRichAgency.com

## DISPATCHER-CARRIER AGREEMENT

This Dispatcher-Carrier Agreement (hereinafter "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, (the "effective date") by and between BK RICH AGENCY LLC ("Dispatcher") and \_\_\_\_\_, a Registered Motor Carrier with its principal office at \_\_\_\_\_, ("Carrier"); collectively referred to as the "Parties".

WHEREAS, DISPATCHER is an Independent Contractor conducting Load Tendering Transitions between Freight Shippers or Freight Holders, and Carriers authorized by the Federal Motor Carrier Safety Administration ("FMCSA") to operate as a Registered Property Carriers Pursuant to Licenses issued. **DISPATCHER is not a broker nor acting as a broker to the CARRIER.**

WHEREAS, CARRIER, an independent contractor, is licensed by the FMCSA to operate as a for-hire motor carrier pursuant to authority issued in Number MC-\_\_\_\_\_.

WHEREAS, the transportation service provided by CARRIER for Freight Shippers, whether on regulated, unregulated, or intrastate traffic, is intended by the Parties to be contract carriage between the CARRIER and Freight Shippers/Holders as defined in 49 U.S.C. § 13102 (4) and §14101 (b) and not between DISPATCHER, and the Parties hereto intend that the contractual arrangement be continuous in nature until this agreement is, by its terms, terminated; and

WHEREAS, both DISPATCHER and CARRIER enter into this Agreement for the purpose of providing and receiving specified services under specified rates and conditions, DISPATCHER and CARRIER deem it essential to their respective interest to establish and maintain an Independent Contractor relationship in the execution and performance of this agreement; and

DISPATCHER is NOT responsible for the following: billing issues, load problems, late deliveries, advances, handling and storage of paperwork (all documents will be sent to CARRIER, at CARRIER's expense), and DOT compliance issues; CARRIER agrees to indemnify, defend, release, and hold BK RICH AGENCY INC & IT'S DISPATCHERS harmless from and against all liability, costs and expense for loss or damage to property, cargo and/or injury to or deaths of persons including, but not limited to, the property and employees of each party hereto when arising or resulting directly, or indirectly, from any act or omission of CARRIER, its agents, employees or invitees associated with or arising out of this Agreement. CARRIER further agrees to indemnify, defend, release, and hold BK RICH AGENCY INC & it's DISPATCHERS harmless from and against all liability, costs and expense arising out of or relating to CARRIER's performance or nonperformance of any of its duties and obligations hereunder.

DISPATCHER is Responsible for the following: locating & booking loads, negotiating per mile rates, negotiating detention pay, signing rate cons on Carrier's behalf, performing credit checks on customer; complete the set-up packets for Shippers and/or Brokers; request certificate of insurance listing the Shipper and/or Broker as a certificate holder; dispatch you or drivers with load information providing pick-up/drop-off times, addresses, and contact information;

CARRIER agrees that The relationship of the CARRIER to BK RICH AGENCY INC shall, at all times, be that of an independent contractor.

NOW THEREFORE, for and in consideration of the mutual covenants and undertakings herein, and subject to the terms and conditions hereinafter set forth, the Parties hereto warrant, covenant and agree as follows:

CARRIER desires to retain DISPATCHER by executing a Limited Power of Attorney to find, negotiate, and procure freight for and dispatch CARRIER's equipment at a rate of **10% of the gross** of each load. ALL DISPATCH FEES are to be paid via Credit Card Immediately after acceptance of each load booked, unless you're Utilizing our Factoring service at which time fees will be received after Carrier has delivered and submitted paperwork to us. CARRIER must, prior to the implementation, of this agreement furnish to DISPATCHER the following:

- ✓ Copy of CARRIER's Motor Carrier Authority
- ✓ This AGREEMENT form completed dated and signed
- ✓ Copy of Insurance Certificates, showing at least \$1,000,000 liability insurance and at least \$100,000 cargo coverage. \*\*Power only carriers must also have \$40,000 non-owned trailer or interchange insurance.
- ✓ A signed W-9
- ✓ Company Profile Sheet (including a list of three established references)
- ✓ Cell phone or contact phone number and name of main company contact.
- ✓ Signed copy of Credit Card Authorization Form or Our Factoring Agreement.
- ✓ Signed copy of Workers' Comp Waiver Agreement

Initials: \_\_\_\_\_

BK RICH AGENCY LLC

Company (DISPATCHER)

*BK Rich Agency Beverly Richardson*

Authorized Signature

BK Rich Agency INC / Beverly Richardson

Printed Name/Title

Date

Company (CARRIER)

Authorized Signature

Printed Name/Title

Date



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Must be signed by an Authorized Carrier Company Representative.  
Please Complete and Return Via EMAIL to  
Carrier@BKRichAgency.com OR Text TO 307-352-9528

### Carrier Profile Sheet

Carrier Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_

Please Remit Payment to: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_

Current DOT Safety Rating: \_\_\_\_\_ Federal Tax ID # \_\_\_\_\_

Company Type:  Corporation  LLC  Partnership  Sole Proprietorship

Other \_\_\_\_\_

Are you Haz-Mat Certified?

Telephone #s: \_\_\_\_\_

Contacts: 1. \_\_\_\_\_ 2. \_\_\_\_\_

Owner/Officer of Company: \_\_\_\_\_ Title \_\_\_\_\_

Company Manager: \_\_\_\_\_ Title \_\_\_\_\_

Dispatcher(s): 1. \_\_\_\_\_ 2. \_\_\_\_\_

#### Drivers and Equipment

# Company Drivers \_\_\_\_\_

# of Owner-Operators \_\_\_\_\_

# of Tractors \_\_\_\_\_

Trailer Type \_\_\_\_\_

Trailer Length \_\_\_\_\_

Number of Units \_\_\_\_\_

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2017

By: \_\_\_\_\_ Title: \_\_\_\_\_

#### Three Business References:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_



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Must be signed by an Authorized Carrier Company Representative. Please Complete  
and Return Via EMAIL TO: Carrier@BKRichAgency.com OR Text To 307-352-9528

## Workers' Compensation Waiver Certification

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

BK Rich Agency, INC  
30 N Gould St Ste R  
Sheridan, WY 82801  
Office:307-352-9528

RE: Workers ' Compensation

Dear Sir or Madam:

Please be advised that this company utilizes owner operators exclusively. As a result, we are not obligated, under any state or federal law to secure workers' compensation insurance covering our owner operators as they are not employees.

By this letter we certify and represent that our owner operators are properly classified as independent contractors. We further agree to indemnify, defend and hold BK Rich Agency INC & it's Dispatchers., harmless from any cost, expense or liability that you incur as a result of our company not carrying Workers' Compensation Insurance.

Regards,

Company: \_\_\_\_\_  
Legal Name of the Carrier Company

By: \_\_\_\_\_  
Must be signed by an Authorized Carrier Company Representative

Title: \_\_\_\_\_



BK Rich Agency, Inc
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Phone: 307-352-9528

Credit Card Authorization

COMPANY NAME accepts ALL MAJOR CREDIT CARDS for payment of fees. To pay fees using a credit card, simply Complete and sign this form and attach it to your application.

We process credit card payments immediately after each accepted load is booked.

IF HAND WRITING - Please PRINT CLEARLY in blue or black ink.

APPLICANT'S INFORMATION

Form fields for Applicant Information: LAST NAME, FIRST NAME, MIDDLE NAME, COMPANY NAME, UNIQUE I.D. NUMBER (IF APPLICABLE)

CREDIT CARD INFORMATION

Form fields for Credit Card Information: NAME AS IT APPEARS ON CREDIT CARD, STREET ADDRESS, APT / UNIT / P.O. BOX, CITY, STATE, ZIP

TOTAL AMOUNT DUE: 10 % Gross of Each Load

PAYMENT AUTHORIZATION

Please charge to the following credit card:

MasterCard Visa Amex Discover

Exp. Date: (month) (year) CVC OR CSC CODE:

Credit card number: [grid] - [grid] - [grid] - [grid] Amex

If there is a problem processing this payment, we would like to be able to reach you by phone.

Optional (daytime phone number) ( ) -

Card holder's signature:

Date:



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Add you Terms and Conditions Below  
Detention Rates, Tonu etc etc...