



30 N. Gould St Ste R
Sheridan, WY 82801
bkrich@bkrichagency.com
307-352-9528

FLAT RATE DISPATCHER-CARRIER AGREEMENT

This Dispatcher-Carrier Agreement (hereinafter "Agreement") is made and entered into _____, (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. **BK Rich Agency, Inc and it's DISPATCHERS are 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.

Initials: _____

DISPATCHER is Responsible for the following: Acting on your behalf in locating freight, negotiating per mile rates, negotiating detention pay, signing rate cons, 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; upon your ("The Carrier") approval prior to booking your load.

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 **month to month FLAT rate fee of 1600.00 per truck to build BUSINESS CREDIT. ALL DISPATCH FEES are paid per NET 30 TERMS via 3rd party Vendor unless "Carrier" is utilizing BK Rich Agency, Inc's \$400.00 per truck Flat Rate Weekly Dispatch Service-non credit builder, payable weekly in advance via Credit Card on file or paid immediately after First Booked Load.**

CARRIER must, prior to the implementation, of this agreement furnish to DISPATCHER the following:

- ✓ Copy of CARRIER's Motor Carrier Authority
- ✓ 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.
- ✓ Signed copy of Workers' Comp Waiver Agreement
- ✓ Assessorial Sheet
- ✓ Vendor Sheet (Companies and Brokers you're already signed up with)
- ✓ This Agreement form dated and signed.

BK Rich Agency, Inc

Company:

BK Rich Agency, Inc

Signature

Date:

Carrier Company:

Signature:

Date:



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Must be signed by an Authorized Carrier Company Representative.

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 # _____ D & B #: _____
Company Type: INC LLC Partnership Sole Proprietorship
Are you Haz-Mat Certified?
Telephone #s: _____
Contacts: 1. _____ 2. _____
Owner/Officer of Company: _____ Title : _____
Company Manager: _____
Dispatcher(s): 1. _____ 2. _____

Drivers and Equipment

Company Drivers: ____
of Owner-Operators : ____
of Tractors: ____
Trailer Type: _____
Trailer Length: _____

Signed _____, This day _____.

Three Business References:

Name: _____ Phone _____
Name: _____ Phone _____
Name: _____ Phone _____



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Must be signed by an Authorized Carrier Company Representative.

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 & its 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



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Recurring Credit Card Payment Authorization

You authorize regularly scheduled charges to your credit card. You will be charged the amount indicated below each billing period. A receipt for each payment will be provided to you and the charge will appear on your credit card statement. You agree that no prior-notification will be provided unless the date or amount changes, in which case you will receive notice from us at least 10 days prior to the payment being collected.

I _____ authorize BK RICH AGENCY, INC to charge my
(Cardholder's Name) (Merchant's Name)

Credit Card indicated below for \$400.00 on the MONDAY of each WEEK and each truck for 1 week of Flat Rate Truck Dispatch Services.

Billing Information

Billing Address _____ Phone # _____
City, State, Zip _____ Email _____

Card Details

Visa MasterCard Discover American Express

Cardholder Name _____

Account/CC Number _____

Expiration Date ____ / ____

CVV ____

Zip Code _____

I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify BK Rich Agency, Inc in writing of any changes in my account information or termination of this authorization at least 3 days prior to the next billing date.

I acknowledge that the origination of Credit Card transactions to my account must comply with the provisions of U.S. law. I certify that I am an authorized user of this Credit Card and will not dispute these scheduled transactions; so long as the transactions correspond to the terms indicated in this authorization form.

SIGNATURE _____ DATE _____
(Cardholder's Signature)

MC #: _____ EIN #: _____

Schedule of accessorial charges and policies

| | | |
|--------------------------------------|--|--|
| Detention | \$72 per hour Assessed at \$18 per 15 minute interval or any portion thereof. | There will be a limit of 11 hours of detention in a 24 hour period for single driver loads and 22 hours per 24 hours for team driver loads. Detention starts 1 hour after appointment on rate confirmation. For "first come first serve" (FCFS) loads detention will start 2 hours after drivers arrive at an open facility. "To be determined"(TBD) will be considered the same as FCFS. In the event a truck is sent to a facility (by direction of broker or agent) on a specified date and the facility is closed or will not load /unload product the load will be deemed "arrived" at a FCFS facility and detention will commence accordingly. |
| Truck Ordered Not Used (TONU) | \$250 solo driver \$400 team drivers | When a load is canceled after the equipment has been reported empty & in route to the shipper there will be an additional \$2 per mile imposed on all miles to the dispatched location and back to trucks origin. TONU is imposed on all loads canceled less than 18 hours before scheduled appointment for loads that pick up Monday through Friday. Loads picking up Saturday or Sunday must be cancelled no later than noon Friday to avoid paying TONU. |
| Layover | Negotiated per occurrence | Layover must be agreed upon before load is dispatched. Any delay as a result of shipper, receiver, or broker that is not listed on the original load confirmation will be deemed detention or TONU |
| Load/Unload | Per occurrence | All loading, unloading, repalletizing, reworking, or other fees directly related the shipping or receiving of product must be reimbursed at a rate of 100% plus \$10 per occurrence. |
| Re-consignment | \$150 | If re-consigned in route any additional miles will be charged at the original agreed upon rate plus mileage back to original destination. If re-consigned at receiver detention will apply plus \$1 per mile till empty |
| Original Documents | \$50 | Clear PDF images of documents will be e-mailed free of charge. In the event original documents are required a \$50 handling & expediting fee will be assessed |
| Late Payments | \$50(minimum) plus interest | All remittance (if mailed) must be postmarked, or (if bank transfer) show an origination date of no later than 30 calendar days after the first weekday following the email time stamp of sent billing (Proof of delivery, Invoice , & Rate Confirmation) documents. If for any reason this deadline is not met, late penalties will be, 2% of the invoice total (minimum \$50) plus 2% of the invoice total each 30 days or portion thereof. |
| Tolls | To be reimbursed at 100% | Receipts or Billing Summary will be provided for toll paid |

SHIPPER/BROKER SIGNATURE: _____

DATE: _____

Vendors and Brokers List

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
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