

HER (Hauling Elite Resources) Dispatch and Logistics

Carrier Set-Up Requirements

To get enrolled with our dispatching services, please complete, sign and return the following items by email to us via email. Our email address is: Quvoria.dunn@gmail.com

Dispatch/Carrier Agreement

- Limited Power of Attorney
- Company Profile Sheet
- Truck Operation Form
- Copy of owner operator's CDL and Driver's CDL License
- A list of three established references, if applicable
- Copy of Carrier's Authority (MC)
- Copy of your W-9
- Copy of insurance certificate. (We require \$100,000 in Cargo and \$1,000,000 in Liability)

For questions or concerns regarding our requirements, please contact us at Quvoria.dunn@gmail.com.

HER (Hauling Elite Resources) Dispatch and Logistics Carrier Agreement

1. RECITALS

This agreement is made as of this _____ day of _____ 20____ by and between **HER (HAULING ELITE RESOURCES) DISPATCH AND LOGISTICS** and _____ (Client's Company Name), licensed by the FMCSA as an interstate carrier of property holding authority, MC # _____ and/or DOT# _____, hereinafter referred to as 'Client'. Client desires to retain **HER (HAULING ELITE RESOURCES) DISPATCH AND LOGISTICS** by executing a Limited Power of Attorney form to find and secure freight for Client and dispatch Client's equipment. **HER (HAULING ELITE RESOURCES) DISPATCH AND LOGISTICS** and the Client have, upon due consideration, determined that an agreement to their mutual advantage and best interest has been formed, and thereby agrees to the terms and conditions listed within this agreement. Prior to the implementation of this agreement, Client must furnish to **HER (HAULING ELITE RESOURCES) DISPATCH AND LOGISTICS** the following documents:

1. _____ This Carrier Agreement (completed, dated and signed).
2. _____ A signed and dated Limited Power of Attorney form.
3. _____ A completed Company Profile Sheet.
4. _____ Truck Operation Form.
5. _____ Copy of owner operator's CDL and Driver's CDL License
6. _____ A list of three established references, if applicable
7. _____ Copy of Client's Authority (MC Permit).
8. _____ A signed W-9 form.
9. _____ Proof of Insurance Certificates**.

We require at least \$1,000,000 and at least \$100,000 in Cargo Coverage.

2. RELATIONSHIP

The relationship of CLIENT and **HER (HAULING ELITE RESOURCES) DISPATCH AND LOGISTICS** shall at all times, be that of an independent contractor. **HER (HAULING ELITE RESOURCES) DISPATCH AND LOGISTICS** shall be the agent working on behalf of CLIENT to search for loads, book them, dispatch, and handle all paperwork directly with the broker and/or shipper.

3. RATE AGREEMENT (Please check plan preferred)

See "Attachment A" for additional details on Page 5

- 8% Pay Per Load SEMI- Power Only, Dry Van, Reefer, Flat Bed, Step deck, etc.

4. TERM

The term of this Agreement shall be effective upon the date signed by both parties to this Agreement and shall continue thereafter for a term of seven (7) days of such date, and automatically from week to week thereafter, subject to the right of either party hereto to cancel the Agreement at any time upon not less than seven (7) days written notice by one party to another. Client must send notification by emailing said Revocation Notice to: Quvoriam.dunn@gmail.com.

5. STATEMENT OF WORK

HER (HAULING ELITE RESOURCES) DISPATCH AND LOGISTICS' objective is to design a proactive logistics plan based on the Client's territorial preference. The plan is influenced by the current situation on the market and/or region, in order to take advantage of the most profitable loads. **HER (HAULING ELITE RESOURCES) DISPATCH AND LOGISTICS's** logistics coordinators (dispatchers) will find loads that best match the Client's preferences and will communicate such options with the Client and/or its driver(s). Once the Client agrees to accept the load, **HER (HAULING ELITE RESOURCES) DISPATCH AND LOGISTICS** will send all necessary and required supporting documents to broker/shipper. Once the rate confirmation is received, it will be forwarded to the Client for their records.

HER (HAULING ELITE RESOURCES) DISPATCH AND LOGISTICS agrees to:

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 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. Provide the driver with all dispatch instructions for pickup, transit and delivery.
5. Assist with any problems that arise in the transit of the load within our capabilities. The Client is responsible for its own equipment. We will put forth our best effort to direct Client to a service that might be of help.
6. Hold on to the dispatch, accessorial information, etc. until the load is completed. Once completed, **HER (HAULING ELITE RESOURCES) DISPATCH AND LOGISTICS** will email or fax all documents to the Client.
7. Forward the final load confirmation and mail all documentation to the Client, concluding that all services have been performed in full.

6. CONSIDERATION

The client agrees to pay **HER (HAULING ELITE RESOURCES) DISPATCH AND LOGISTICS** as per the agreed quotes and terms, as stated in Section 3 of this agreement. The agreed upon term rates are required to be paid to **HER (HAULING ELITE RESOURCES) DISPATCH AND LOGISTICS** as per the conditions of the agreement. **HER (HAULING ELITE RESOURCES) DISPATCH AND LOGISTICS** uses a Sunday through Saturday work week. Invoices will be sent to the Client every Saturday by 5:00pm CST. Payments are due every Sunday following the week of work, at 5:00pm CST. Payments received five (5) days after the due date of the invoice will be subject to a \$100 late fee which must be paid in addition to the original invoice amount. After 30 days the account may be placed for collection. **HER (HAULING ELITE RESOURCES) DISPATCH AND LOGISTICS** will invoice Client via email. Payment can be made to **HER (HAULING ELITE RESOURCES) DISPATCH AND LOGISTICS** via **Pay Pal, ACH bank transfer, factoring, etc. Additional payment methods can be discussed upon request.**

7. ADDITIONAL PROVISIONS

Once service has concluded per Page 2 of Section 5 line 7, 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 **HER (HAULING ELITE RESOURCES) DISPATCH AND LOGISTICS** 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 will have the sole and exclusive care, custody and control of the shipper's property from the time it is picked up for transportation, until it is delivered to the destination. Client assumes the liability of a common carrier for loss, delay, damage, or destruction of any and all of shipper's goods or property while under the Client's care. This includes, but is not limited to loading and unloading problems or issues, delays, overages, shortages, damages, and billing and collection issues and hours of services.

Client specifically agrees that all freight tendered to it by **HER (HAULING ELITE RESOURCES) DISPATCH AND LOGISTICS**'s dispatch service shall be transported on equipment operated only under the authority of Client, and that Client shall not in any manner sub-contract, broker, or in any other form arrange for the freight to be transported by a third party without the prior written consent of **HER (HAULING ELITE RESOURCES) DISPATCH AND LOGISTICS**.

Client will be responsible for notifying **HER (HAULING ELITE RESOURCES) DISPATCH AND LOGISTICS** of changes to authority, insurance, client profile or ownership.

Client agrees to provide, operate and maintain in good working condition, motor vehicles and all allied equipment necessary to perform the transportation schedule in a safe, efficient and economical manner.

Client agrees to provide properly qualified, trained, and licensed drivers to perform the transportation and related services under this Agreement and each transportation schedule in a safe, efficient, and economical manner. Client's personnel are expected to conduct themselves in a professional manner at all times and shall ascertain and comply with all of the Customer's facility rules and regulations when on the Customer's premises.

HER (HAULING ELITE RESOURCES) DISPATCH AND LOGISTICS will work within the established parameters of the Client's Company/Carrier Profile. **HER (HAULING ELITE RESOURCES) DISPATCH AND LOGISTICS** will notify Client of best-matched loads and will provide a full level of communication with said Client. Client agrees to allow **HER (HAULING ELITE RESOURCES) DISPATCH AND LOGISTICS** to book loads without prior approval, with the understanding that **HER (HAULING ELITE RESOURCES) DISPATCH AND LOGISTICS** will only book loads that are in the best financial interest of said Client.

HER (HAULING ELITE RESOURCES) DISPATCH AND LOGISTICS will notify Client of load-required qualifications or additional insurance, if necessary. **HER (HAULING ELITE RESOURCES) DISPATCH AND LOGISTICS** will furnish to Client necessary information for qualification of insurance required.

In the event that **HER (HAULING ELITE RESOURCES) DISPATCH AND LOGISTICS** books a load with the Client's approval and/or matching the Client's truck posting, the Client agrees to pay **HER (HAULING ELITE RESOURCES) DISPATCH AND LOGISTICS** as agreed in Section 3 of this Agreement for services rendered. NOTE: To avoid charges for unavailable equipment, it is imperative to notify **HER (HAULING ELITE RESOURCES) DISPATCH AND LOGISTICS** 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 \$50 fine 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 **HER (HAULING ELITE RESOURCES) DISPATCH AND LOGISTICS** BEFORE the load is secured. Once the Client tells **HER (HAULING ELITE RESOURCES) DISPATCH AND LOGISTICS** they will accept the shipment at a specific rate, this is verbal acceptance and the load is secured. Should the carrier back out or ask for more money after the load has been secured, there will be a penalty of \$100 for the first occurrence and \$200 for the second occurrence that MUST be paid before we can accept another load on the Client's behalf. If this happens more than twice, **HER (HAULING ELITE RESOURCES) DISPATCH AND LOGISTICS** has the right to terminate the agreement between **HER (HAULING ELITE RESOURCES) DISPATCH AND LOGISTICS** and the Client.

Client agrees that they will advise **HER (HAULING ELITE RESOURCES) DISPATCH AND LOGISTICS** 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

HER (HAULING ELITE RESOURCES) DISPATCH AND LOGISTICS 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.
7. Processing the factoring of any booked loads. This is the sole responsibility of the owner operator or fleet owner.

8. GOVERNING LAW

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

9. JURISDICTIONS AND VENUE

HER (HAULING ELITE RESOURCES) DISPATCH AND LOGISTICS and Client hereby consent to and agree to submit to the jurisdiction of the Federal and state courts located in the county in which I reside in Texas in connection with any claims or controversies arising out of the Agreement.

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

(Print Company Name)

HER DISPATCH AND LOGISTICS

(Print Company Name)

(Signature of Company Officer)

(Signature of Dispatching Representative)

(Print Company Officer's Name)

(Print Representative Name)

(Company Officer's Title)

PRESIDENT/CEO/DISPATCHER

(Company Officer's Title)

AGREEMENT FOR DISPATCH SERVICES

ATTACHMENT "A"

This attachment pertains to the selected level of service noted on Page 1 Section 3 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 **HER (HAULING ELITE RESOURCES) DISPATCH AND LOGISTICS** 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 Page 2 Section 5 line items 1 – 7 of this agreement. The cost of this plan is the percentage chosen of the gross revenue (excluding accessorials) per truck enrolled with **HER (HAULING ELITE RESOURCES) DISPATCH AND LOGISTICS**. Invoices will be sent out weekly.

DEDICATED LANES: All dedicated lanes obtained by HER DISPATCH AND LOGISTICS are subject to the flat rate of 8% for the duration of the length of this contract.

NON-SOLICITATION: Client agrees not to solicit traffic from any shipper, consignor or customer of **HER DISPATCH AND LOGISTICS'** dispatch service where the carrier transports loads, or is made aware of such traffic, as a result of our dispatching 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 the termination of this AGREEMENT for any reason. In the event of non-compliance with the specific provisions of this paragraph, CLIENT upon discovery of breach, will be liable to **HER DISPATCH AND LOGISTICS** one hundred percent (100%) of the gross transportation revenue received by CARRIER from said shipper(s) within one (1) year after the date of termination of this agreement.

CARRIER _____ DATE _____

Limited Power of Attorney Form

This Limited Power of Attorney Agreement is made effective on _____ (date) between **HER (HAULING ELITE RESOURCES) DISPATCH AND LOGISTICS**, a company established under the laws of the State of (INSERT YOUR STATE) and hereinafter referred to as DISPATCH, and _____, with a MC # _____ and/or DOT number of _____, which is hereinafter referred to as Client. Client hereby appoints DISPATCH as Attorney-in-fact (Agent). DISPATCH’s agents shall have full power and authority to act on Client’s behalf. This power and authority shall authorize DISPATCH to manage and conduct affairs and to exercise all rights and powers for the specific purpose of contracting loads of freight to be hauled by _____. Client is giving and granting said dispatcher of **HER (HAULING ELITE RESOURCES) DISPATCH AND LOGISTICS** full power and authority to do and perform every and all act that is necessary within the scope of the specific terms (set out herein). **HER (HAULING ELITE RESOURCES) DISPATCH AND LOGISTICS’** powers shall include, but not be limited to the power to:

- Providing professional dispatch services, including the power to contact drivers, shippers, and brokers on Client’s behalf for cargo
- Transferring paperwork such as carrier packets, rate confirmations, insurance certificates, invoices, and all other necessary paperwork to shippers and brokers
- Signing and executing rate confirmations and other documents for freight

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. This Power of Attorney shall become effective immediately and shall remain in full force until revoked by Client in writing. Client understands that such revocation is to be sent in writing, by emailing Quvoria.dunn@gmail.com.

In witness whereof, the parties hereto have executed this agreement on the date below.

CLIENT’S NAME: _____

Signature: _____ Printed Name: _____

Title: _____ Date: _____

DISPATCH: HER (HAULING ELITE RESOURCES) DISPATCH AND LOGISTICS

Signature: _____ Printed Name: _____

Title: _____ Date: _____

COMPANY PROFILE FORM

Instructions: Please complete this form giving us all the information that pertains to you and your Company. 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.

PART 1: CARRIER INFORMATION SECTION

COMPANY NAME: _____ DBA(If Any): _____
 PHYSICAL ADDRESS _____ CITY _____ STATE ____ ZIP _____
 MAILING ADDRESS _____ CITY _____ STATE ____ ZIP _____
 MAIN CONTACT _____ E-MAIL _____
 OFFICE PHONE _____ FAX _____ CELL PHONE _____
 EMERGENCY CONTACT _____ EMERGENCY PHONE _____
 MC NUMBER _____ DOT NUMBER _____ EIN _____
 SCAC CODE _____ TWIC CERTIFIED _____ HAZMAT CERTIFIED _____

PART 2: EQUIPMENT SECTION

NUMBER OF TRUCKS: _____ COMPANY: _____
 OWNER OPERATORS: _____
 NUMBER OF TEAMS: _____
 NUMBER OF TRAILERS: VAN: _____ REEFERS: _____ FLATBED: _____ RGN: _____ STEP DECK: _____
 DD: _____
 OTHER TYPES: _____
 TRAILER SIZES: VAN: _____ REEFER: _____ FLATBED: _____ RGN: _____ STEP DECK: _____
 DD: _____

DETAILED DESCRIPTION OF EQUIPMENT (I.E. PALLETS, TARPS, OVERSIZE AND WEIGHT LIMITS):

PART 3: SERVICE AREAS OF OPERATION (Check all that apply)

United States: All 48 states (USA)

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|----|--------------------------|----|--------------------------|----|--------------------------|----|--------------------------|----|--------------------------|----|--------------------------|----|--------------------------|----|--------------------------|----|--------------------------|----|--------------------------|----|--------------------------|----|--------------------------|
| AL | <input type="checkbox"/> | AR | <input type="checkbox"/> | AZ | <input type="checkbox"/> | CA | <input type="checkbox"/> | CO | <input type="checkbox"/> | CT | <input type="checkbox"/> | DE | <input type="checkbox"/> | FL | <input type="checkbox"/> | GA | <input type="checkbox"/> | IA | <input type="checkbox"/> | ID | <input type="checkbox"/> | IL | <input type="checkbox"/> |
| IN | <input type="checkbox"/> | KS | <input type="checkbox"/> | KY | <input type="checkbox"/> | LA | <input type="checkbox"/> | MA | <input type="checkbox"/> | MD | <input type="checkbox"/> | ME | <input type="checkbox"/> | MI | <input type="checkbox"/> | MO | <input type="checkbox"/> | MN | <input type="checkbox"/> | MS | <input type="checkbox"/> | MT | <input type="checkbox"/> |
| NC | <input type="checkbox"/> | ND | <input type="checkbox"/> | NE | <input type="checkbox"/> | NH | <input type="checkbox"/> | NJ | <input type="checkbox"/> | NM | <input type="checkbox"/> | NV | <input type="checkbox"/> | NY | <input type="checkbox"/> | OH | <input type="checkbox"/> | OK | <input type="checkbox"/> | OR | <input type="checkbox"/> | PA | <input type="checkbox"/> |
| RI | <input type="checkbox"/> | SC | <input type="checkbox"/> | SD | <input type="checkbox"/> | TN | <input type="checkbox"/> | TX | <input type="checkbox"/> | UT | <input type="checkbox"/> | VA | <input type="checkbox"/> | VT | <input type="checkbox"/> | WA | <input type="checkbox"/> | WI | <input type="checkbox"/> | WV | <input type="checkbox"/> | WY | <input type="checkbox"/> |

Canada (list provinces) _____ Mexico _____

Rate of Haul information: Please give us your minimum 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 MINIMUM \$ _____

DRIVER TOUCH (Y/N) : _____

COMMENTS/ADDITIONAL PREFERENCES:

PART 4: FACTORING INFORMATION SECTION

If you use a factoring service, please provide us the following information. This will ensure that we only use brokers that are approved by your factoring company.

FACTORING COMPANY _____

MAIN CONTACT _____

PHONE _____ FAX _____ WEBSITE _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

PART 5: INSURANCE INFORMATION SECTION

INSURANCE AGENCY _____

CONTACT _____

PHONE _____ FAX _____ EMAIL _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

PART 6: REFERAL'S (OPTIONAL)

Please refer three (3) owner operators who you believe might benefit from our service.

Name: _____ Cell: _____

Name: _____ Cell: _____

Name: _____ Cell: _____

PLEASE USE THE FOLLOWING SECTION TO BETTER DESCRIBE YOUR COMPANY.

TRUCK OPERATION FORM

| Truck # | Trailer # | Trailer Type | Max Weight | Driver | Cell Phone |
|----------------|------------------|---------------------|-------------------|---------------|-------------------|
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Does the assigned driver have the right to make load decisions for you? _____

Does the driver need to have a copy of the load confirmation? _____

Please keep a blank copy of this form and email updates to us when they occur so that we always have the most current information on hand.

Thank you.