**J. GIBBS DISPATCH LLC**

**Dispatch Service Agreement**

This Agreement is made on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(date), between J. Gibbs Dispatch and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Company), collectively referred to as (CLIENT) as follows:

1. CLIENT’S General Duties. Client in a good manner will deliver consumer items and freight cargo items for brokers and customers and perform such other transportation and related services as may be necessary to serve customers. Insure safety and compliance during operation.
2. J. GIBBS DISPATCH General Duties. J. Gibbs Dispatch will assist will all aspects of freight booking process for the client. J. Gibbs Dispatch will act as client’s non-exclusive representative when dealing with Brokers and complete any necessary documentation on behalf of Client as outlined in Exhibit A.
3. Duration. This agreement shall become effective on the date inserted in the first sentence of this agreement and shall remain in effect until all loads are delivered that have been dispatched and agreed on. This agreement can be terminated at any point by either the CLIENT or J. Gibbs Dispatch as long as all freight is delivered, and all dispatch invoices are paid.
4. Payment. Client shall pay J. Gibbs Dispatch for services provided as outlined in Exhibit B, and credit/debit card information must be on file.
5. Equipment. Client will provide its own equipment
6. Insurance. Client will carry at its own expense physical damage, bobtail, cargo, and liability insurance upon any vehicles or other equipment used by it in carrying out its duties under this agreement.
7. Labor and Hold Harmless. Client shall, at its own expense: (a) furnish whatever labor is necessary to provide delivery services to Brokers and Shippers, and (b) provide Worker’s Compensation and Employer’s Liability Insurance if necessary. Client shall also be responsible for payment of wages and social security and withholding taxes for any of its employees. Client shall hold J. Gibbs Dispatch harmless from any liability resulting from injury or death of any persons including but not limited to driving, operating, repairing, maintaining, loading or unloading CLIENT’S equipment.
8. Safety and Compliance. Client is fully responsible and liable for safety and compliance of the operation. Client shall hold J. Gibbs Dispatch harmless from any liability resulting from safety and compliance violations.
9. Lost or Damage. Client will be liable for loss or damage to items intended for transport, which are in the CLIENT’S possession or under its dominion and control.
10. Control and Exclusive Use. In performing services under this agreement, Client will direct the operation of any equipment in all respects and will determine the means of performance including but not limited to such matters as choice of any routes, points of service of equipment, rest stops, and timing and scheduling of customers deliveries. The parties intend to create an independent contractor relationship and not an employer-employee relationship.
11. Laws. Client agrees to comply with all federal, state and local laws, rules, and regulations pertaining to its performance under this agreement
12. Disclosure. J. Gibbs Dispatch is not a freight broker, but an administrative agent acting as liaison between licensed motor carrier and licensed freight broker. Agreement between parties is non-exclusive, therefore J. Gibbs Dispatch can service other carries and Client can use other dispatch services!
13. Notice. Any written notice required by the terms of this agreement shall be given either by email, personal delivery or by certified mail.
14. Invalidity. In the event any provision of the agreement shall be held to be invalid, it shall not affect the validity of the remainder of this agreement.
15. Complete Agreement. This agreement contains the entire understanding between the parties and supersedes any prior agreement the parties concerning the subject matter of this agreement.

ACCEPTANCE BY CLIENT:

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

Signature Print Name

ACCEPTANCE BY COMPANY:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_Joey Gibson\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Print Name

**EXHIBIT “A” OF DISPATCH SERVICE AGREEMENT**

By signing this Exhibit Client provides written consent to J. Gibbs Dispatch to act on their behalf as dispatcher (and be listed on Carrier-Broker Agreements as Dispatcher or Manager of Logistics/Operations). In such capacity J. Gibbs Dispatch has the right to perform the following duties:

-Contact Brokers on behalf of the carrier to acquire information on available freight and conditions

-Sign Broker-Carrier agreements on behalf of the Client

-Negotiate the rates and sign rate confirmations on behalf of the client

-Set up accounts with leading load board for purpose of searching and “truck posting” for client

-Conduct communication with Freight Brokers on behalf of the client

Client’s Acceptance:

I,\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_have read and I understand and agree to the terms and conditions listed above.

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

Company’s Acceptance:

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

**EXHIBIT “B” OF DISPATCH SERVICE AGREEMENT**

**By signing this Exhibit Client agrees to pay J. Gibbs Dispatch weekly as follows:**

**5 ½% of each loads gross revenue that J. Gibbs Dispatch books for the client. A weekly invoice will be emailed every Friday and will be paid the following Monday with the credit/debit card that will be kept on file for the length of this agreement.**

Client’s Acceptance:

I,\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_have read and I understand and agree to the terms and conditions listed above.

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

Company’s Acceptance:

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

**CREDIT CARD AUTHORIZATION FORM**

**Please complete all fields. You may cancel this authorization at any time by contacting us. This authorization will remain in effect until cancelled.**

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| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **CREDIT CARD INFORMATION** | | | | | | | | |
|  |  |  |  |  |  |  |  |  |
| Card Type |  | Master Card |  | Visa |  | Discover |  |  |
|  |  |  |  |  |  |  |  |
| Cardholder Name (as shown on card): | | | | |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
| Card Number: | |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
| Expiration Date (mm/yy) | | |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
| CVV |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
| Cardholder ZIP Code (from credit card billing address): | | | | | | |  |  |

**I,\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, authorize J. Gibbs Dispatch to charge my credit card above for agree upon purchases. I understand that my information will be saved to file for future transactions on my account.**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Customer Signature Date