**CBT Hauling, LLC**

**Dispatcher–Carrier Agreement**

This Agreement is settled upon on the day of \_\_\_\_\_\_\_\_\_\_\_\_ by and between “**CBT Hauling, LLC**”, hereinafter referred to as **DISPATCHER**, and \_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as **CARRIER**.

Whereas, the **DISPATCHER** is an independent transportation dispatcher conducting Load Tendering Transitions between **SHIPPER/BROKER** and the **CARRIER** in order to secure “**CARGO**” for said **CARRIER**. Whereas, **CARRIER** is a Motor Carrier subject to the federal regulations.

In consideration of the promises and convents contained hereinafter it is mutually agreed by and between the parties to adhere to the following obligations:

**OBLIGATIONS OF THE DISPATCHER:**

1. **DISPATCHER** agrees to handle paperwork, phone calls, fax to, from a **SHIPPER** and/or a **BROKER** for tendering the commodities and shipments to the **CARRIER** for transportation in interstate commerce by the **CARRIER** between points and places within the scope of the **CARRIER’s** operating authority.

2. **DISPATCHER**, due to multiple years of Experience working in the Trucking Industry hereby states that he has developed a vast Knowledge and a sufficient logistical Understanding of the Industry’s Market in order to communicate and negotiate with shippers, receivers, brokers to obtain the best available freight in the vicinity of the **CARRIER’s** location.

3. **DISPATCHER** will NOT book freight without/prior to the **CARRIER’s** approval. **DISPATCHER** will only be allowed to do so upon the **CARRIER’s** prior written and/or verbal confirmation.

4. **DISPATCHER** hereby commitsto help successfully operate the **CARRIER’s** Company. Therefore, the **CARRIER** and the **DISPATCHER** are signing this agreement in order to establish a mutually beneficial business-relationship.

5. **DISPATCHER** bears no financial or legal responsibility in the transactions between a **SHIPPER** and/or a **BROKER** and the **CARRIER**. **DISPATCHER** shall not be held accountable for any issues related to: **CARGO** damage, Hours Of Service, equipment issues, billing issues, maintenance and DOT compliance issues.

**OBLIGATIONS OF THE CARRIER:**

1. **CARRIER** agrees to pay the **DISPATCHER** a percentage **(5%)** of the face value of the contract between a **SHIPPER** and/or a **BROKER** and the **CARRIER** as stated on the load confirmation sheet (often referred to as “rate confirmation”). **CARRIER** further agrees to pay the **DISPATCHER** every Friday by 8PM CST, based on the invoice that includes all the previously delivered freight which will be provided by the **DISPATCHER** on a weekly basis.

2. **CARRIER** gives the **DISPATCHER** the authority to provide his signature for rate confirmation sheets, invoices and associated paperwork necessary for securing cargo and billing purposes.

3. **CARRIER** shall be accountable for any loss, damage, or liability occasioned by the transportation of property arranged by the **DISPATCHER**, **SHIPPER** and/or a **BROKER**. **CARRIER** agrees to **NOT** hold the **DISPATCHER** liable for any personal injury or property damage occurring in the process of operation conducted by the **CARRIER** pursuant to this agreement.

4. **CARRIER** will be responsible to comply with all applicable state and federal regulations pertaining to the operation of a Motor Carrier.

This agreement shall be deemed to be effective on the first date that **CARRIER**, **DISPATCHER** commence business together and both **PARTIES** hereby confirm that they understand and agree with the **Dispatcher-Carrier Agreement** in its entirety.

The terms of this agreement shall be perpetual, provided that either party may terminate this agreement by providing a 14-days written notice to the other.

**CBT Hauling, LLC** \_\_\_\_\_\_\_\_\_\_\_\_

BY: Leon Bardo BY: \_\_\_\_\_\_\_\_\_\_\_\_

TITLE: Director of Operations TITLE: Owner-Carrier

 MC#: \_\_\_\_\_\_\_\_\_\_\_\_

DATE: \_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_

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