

# CARRINGTON & CO. LOGISTICS

Reem Carrington



## Agreement for Dispatch Services

### 1. RECITALS

This agreement made as of this \_\_\_\_\_ day of \_\_\_\_\_ (month), 2023, by and between Carrington and Co. Logistics \_\_\_\_\_ (Contact Name) of \_\_\_\_\_ (Company Name), hereinafter referred to as "Client".

Whereas, Client is a Carrier/Owner Operator, desiring to retain Carrington and Co. Logistics to provide dispatch services.

Whereas, Carrington & Co. Logistics is a transportation dispatcher handling the necessary paperwork between shippers and the client.

The Client must, prior to the implementation of this agreement, provide Carrington & Co. Logistics with the following:

1. A clear copy of the client's Certificate of Authority
2. Proof of insurance Certificates, Certificate of Insurance (COI)
3. A signed W-9
4. This agreement form is completed, signed, and dated
5. Notice of Assignment from factoring company, (NOA), if applicable

### 2. STATEMENT OF WORK

#### Carrington & Co. Logistics will:

1. Book loads on the client's behalf.
2. Send rate cons to clients by 6:00 pm.
3. Find freight that best matches the Clients profile.
4. Upon the client agreeing to the load, Carrington & Co. Logistics will fax/send to the shipper/broker the Client Certificate of Authority, W-9, Certificate of Insurance, and order certs of insurance, if necessary, along with any other required supporting documents
5. Handle setting of appointments, if necessary.

6. Prepare directions to the shipper/consignee, if necessary.
7. Provide access to our rates and shippers depending on the location of the truck.
8. Assist with any problems that arise with the transit of the load, when necessary, within our capabilities. The client is responsible for their own equipment! We may be able to direct you to a service that may help.
9. All load information is available to the Client, at all times. Carrington & Co. Logistics will hold on to the dispatch, accessorial information, etc. until the load is completed.
10. Upon forwarding the final load confirmation, Bill of Lading and any other required documents for the current load to the Client, Carrington & Co. Logistics has fully performed their services.
11. Book and communicate load information to the driver between 8:00 am and 7:00 pm (CST) Monday through Friday. The client will reach out to the broker for any issues regarding the load after 7:00 pm.

### **Obligations of Dispatcher**

1. Dispatcher agrees to handle paperwork, phone, and fax to and from the Broker or Shipper to tender commodities or shipments to the Client for transportation in interstate commerce by the Client between points and places within the scope of the clients operating authority.
2. Dispatcher bears no financial or legal responsibility in the transaction between the Shipper/Client agreement.

### **3. Dispatcher will:**

- a. Make 100% effort to keep the Client's truck(s) loaded.
- b. Client will be contacted about every load we find/offer and the driver will accept/reject the load. The client/Driver cannot cancel the load once it's booked.
- c. Invoice the Client at the time of service, also provide a copy of each load confirmation sheet that the Client is being billed for.

#### **B. Obligations of the Client**

1. Client gives Carrington & Co. Logistics authority to provide his/her signature for rate confirmation sheets, invoices, and associated paperwork necessary for securing cargo and billing purposes.
2. Client agrees to collect payment from Shipper promptly, following a receipt of a freight bill and Proof of Delivery, (POD), of each shipment to its assigned destination, free of damage and shortage. The amount to be paid by Shipper to the Client shall be established between the parties on a per-shipment basis prior to the commencement of each individual shipment. A load confirmation, detailing the rate to be paid and details of shipment will be supplied electronically by Shipper to Client. Confirmation will be signed by Carrington & Co. Logistics and returned to Shipper via electronic methods.
3. Client agrees to text Carrington & Co. Logistics. when they arrive at the shipper.
4. Client agrees to text Carrington & Co. Logistics once loaded.
5. Client agrees to text Carrington & Co. Logistics when they arrive at the receiver.
6. Client agrees to text Carrington & Co. Logistics once unloaded.

7. In the event of a breakdown, the Client is responsible for contacting the roadside. We HIGHLY recommend signing up with a roadside company and issuing the contact information to your drivers. The client is responsible for any repairs needed.

8. Client nor the driver is allowed to cancel a load once it is booked.

9. Client is responsible for obtaining all permits.

### **3. CONSIDERATIONS**

- 5% gross per load is required to be paid to Carrington & Co. Logistics, as per the conditions of this agreement.

- Carrington & Co. Logistics will invoice the Client as per the terms of the agreement via QuickBooks or another invoicing service.

- Payments can be made to Carrington & Co. Logistics by Quick-books, Paypal, Apple Pay, Wires ACH Deposits, Venmo, or Cash App are NOT accepted.

- Once payment is processed, the Client will send a confirmation receipt via email.

### **4. ADDITIONAL PROVISIONS**

Once a load has been set up for the client and all information is given, it will be the responsibility of the Client to handle directly the shipping party any problems, issues, delays, overages, shortages, damages, or billing and collections issues, unless you have made arrangements for additional services from Carrington & Co. Logistics.

In no event will Carrington & Co. 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.

We do not guarantee a minimum gross amount for trucks under our dispatch service but our weekly gross quota is \$5000. Each truck, however, is able to grow up more depending on how hard the driver is willing to work.

#### **A. Agreement Term**

Professional courtesy is expected! There is no contract that states that the Client must work with Carrington & Co. Logistics for any particular amount of time There are no deposits! This is simply a document stating the expectations of businesses working together. Either party can verbally and respectfully decide on other options as they see fit for their business. Signing this document ensures the client agrees to pay, on time, for loads dispatched.

#### **B. Loading Procedures**

Commercial vehicles must be loaded in such a manner as to prevent their cargo from leaking, spilling, blowing, or falling from the vehicle. The cargo must be immobilized or secured to prevent shifting to the extent that the vehicle's stability or maneuverability is affected. All vehicle structures, systems, parts and components used to secure cargo must be in proper working order with no damage or weakened components that will adversely affect their performance. Cargo must firmly be immobilized or secured on or within a vehicle by structures of adequate strength, dunnage or dunnage bags, shoring bags, tie downs, or a combination of these. Articles of cargo that are likely to roll must be restrained by chocks, wedges, a cradle, or equivalent means to prevent rolling. Federal regulations provide for specific means of securing logs, building products, metal coils, paper rolls, concrete pipes, intermodal containers, automobiles, heavy equipment, crushed vehicles, and boulders. Cargo must be secured so that when a vehicle decelerates at a rate of 20 feet per second, the cargo will remain on the vehicle and will not penetrate the vehicle's front-end structure. any vehicle having a load or component which extends beyond the size of more than 4 inches or more than four feet beyond the rear must have the extremities marked with a red or orange fluorescent warning flag. If the projecting load is 2 feet in width or less, only one flag is required at the extreme rear of the load. If the

projecting load is greater than two feet in width, two flags must be used at the extreme width and length on each side of the load.

### **C. Responsibilities for proper loading**

A driver cannot operate a commercial vehicle unless, one the cargo is properly distributed and adequately secured, two the means of fastening the cargo is secured, and three, the cargo does not obscure the driver's view or interfere with the movement of his arms or legs. A driver must assure himself that the load is adequately secured before he drives the vehicle and must examine the end of its load-securing devices within the first 50 miles after beginning a trip and adjust low-securing devices as needed. The driver must also reexamine the cargo and its securing devices when he makes a change of his duty status, after the vehicle has been driven for three hours, or the vehicle has been driven 150 miles whichever comes first period the load inspection procedures do not apply to a sealed trailer when the drivers and ordered not to open it or to a trailer that has been loaded in a manner that makes inspection of the cargo impracticable. If a member of the public is injured because of improperly loaded cargo, both the shipper who loaded the cargo and the client may be held liable for the injury a shipper that assumes responsibility for lowering the vehicle can be held liable for improperly securing a load under a common law theory of negligence, and federal regulations will provide evidence of the proper standard of care to be utilized by the shipper in loading the vehicle. When the driver himself is injured in an accident, the shipper cannot be liable for the improper loading of the vehicle unless the loading defects are latent and concealed and cannot be discerned by ordinary observation by the agents of the client. In determining if the defect in loading is patent and should have been discovered by the driver, the court will take into consideration the experience of the driver and whether the driver is given assurances by these shipper's employees that there is no defect in the loading of the cargo. A motor client cannot be held liable perform proper loading of the seal trailer since the driver does not have the opportunity to inspect the load. When a person is injured during the loading or unloading process at the shipper or consignee's facility, the trucking company's liability will be determined according to the rules applicable to the facility owner, and the company will be subject to the same liability or freedom from liability as the owner.

### **5. DISCLAIMER**

**Carrington & Co. Logistics is not responsible for:**

1. Billing issues
2. Loading problems
3. Advances, (All advances will have to be handled directly between the client and shipper/broker)
4. Handling and storage of paperwork, (All documents will be sent to the client unless other arrangements are made)
5. DOT compliance issues
6. SPIKE INSURANCE

### **6. GOVERNING LAW**

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

### **7. JURISDICTIONS AND VENUES**

Carrington & Co. Logistics and the client hereby consent to and agree to submit to the jurisdiction of the federal and 48 courts located in Illinois in connection with any claims or controversies arising out of the agreement. In witness thereof, the parties here are to have executed this agreement as the date written.

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(Date)

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(Print Company Name)

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(Signature of representative)

-----  
(Print Representative Name/Title)

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(Date)

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(Signature of Carrington & Co. Logistics representative)

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(Print Carrington & Co. Logistics Representative Name/ Title)

Carringtonco@email.com 27 Jun 2023

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