

DISPATCH SERVICE AGREEMENT

Between Reel Time Dispatch LLC and the motor carrier named below

CARRIER INFORMATION

Effective date:

Carrier legal name:

DBA, if any:

MC number: USDOT number:

Business address:

Phone: Email of record:

This Dispatch Service Agreement (the Agreement) is between Reel Time Dispatch LLC (DISPATCH) and the motor carrier named above (CARRIER). In plain terms: DISPATCH finds and books freight for CARRIER, CARRIER approves every load, CARRIER keeps control of its money and its safety decisions, and CARRIER pays DISPATCH only on loads DISPATCH books, only after CARRIER is paid.

1. NATURE OF THE SERVICE

DISPATCH is an independent dispatch service working for CARRIER. DISPATCH is not a broker, freight forwarder or motor carrier and does not hold itself out as one. DISPATCH is paid only by CARRIER and never accepts payment from a broker, shipper or receiver, and never receives or handles freight payments. CARRIER operates at all times under its own operating authority, USDOT number and insurance.

2. DISPATCH FEE

CARRIER pays DISPATCH a dispatch fee of ten percent (10%) on each load that DISPATCH finds and books and that CARRIER approves (a Dispatched Load). The fee is figured on the total rate on the broker's rate confirmation, less accessorial. No fee is charged on detention, layover, truck ordered not used, lumper, tarp, stop-off or other accessorial pay, or on any reimbursement. No fee is charged on any load CARRIER finds or books itself or that comes from CARRIER's own customers, at any time. Ten percent is the only rate. It can be changed only by a written amendment signed by both parties.

3. WHEN THE FEE IS PAID

DISPATCH sends CARRIER an itemized invoice each week listing every Dispatched Load. The fee on a load is due within three (3) business days after CARRIER, or CARRIER's factoring company, is paid on that load. If a broker short pays, the fee is figured on the amount actually paid. If a broker never pays, no fee is owed on that load. DISPATCH does not require a credit card on file, an advance, or payment before CARRIER is paid.

4. WHAT DISPATCH DOES

DISPATCH will search for and negotiate loads that fit CARRIER's profile in Schedule A, using all reasonable effort to get the best rate. Before any commitment is made, DISPATCH will present each load to CARRIER with the broker's name and MC number, rate, loaded and deadhead miles, weight and dimensions, pickup and delivery windows, and any fines, penalties or special terms written on the rate confirmation. Nothing is booked without CARRIER's approval by call, text or email. DISPATCH checks each broker's authority, bond and credit before presenting a load and flags anything that looks wrong. DISPATCH also helps with broker setup packets, check calls and tracking, gathers and sends billing paperwork when CARRIER asks, and works in good faith to collect accessorial pay, without guarantee of collection.

5. CARRIER STAYS IN CONTROL

- (a) DISPATCH will be listed as the dispatch contact with every broker DISPATCH onboards CARRIER with. CARRIER's own name, phone number and email of record stay on file as the carrier and owner contact on every setup packet and rate confirmation.
- (b) CARRIER may turn down any load, for any reason, with no fee and no penalty.
- (c) CARRIER alone decides whether a load can be run legally and safely, including hours of service, weight, size, permits and equipment. DISPATCH will not knowingly present or press a load that cannot be run legally based on what CARRIER has reported, and will never ask a driver to break hours of service or any safety rule.

6. WHO SIGNS (CARRIER CHECKS ONE)

- ☐ **Option 1, CARRIER signs.** CARRIER signs its own broker setup packets and rate confirmations. DISPATCH sends each one to CARRIER for signature. CARRIER will sign and return promptly, and DISPATCH is not responsible for a load lost to a delay in signing.
- ☐ **Option 2, Limited Power of Attorney.** CARRIER also signs the separate Reel Time Dispatch Limited Power of Attorney, which lets DISPATCH complete broker setup packets and sign rate confirmations in CARRIER's name only inside the limits written in that document, and only on loads CARRIER has approved.

This Agreement grants no signing authority of any kind other than what CARRIER chooses here.

7. MONEY, BANKING AND INSURANCE STAY WITH CARRIER

DISPATCH has no authority to give, state, change or confirm CARRIER's bank account, remittance address, factoring company, notice of assignment or any payment instruction, to anyone, under either option. Payment instructions to brokers come only from CARRIER, in writing, from CARRIER's email of record. If anyone asks DISPATCH for CARRIER's payment information or asks to change it, DISPATCH will refer them to CARRIER and tell CARRIER the same day. Brokers pay CARRIER, or CARRIER's factoring company, directly. Under Option 2, DISPATCH may request certificates of insurance from CARRIER's insurance company or agent naming a broker as certificate holder. Under Option 1, CARRIER requests them, and DISPATCH passes along the broker's certificate holder information.

8. LOAD BOARDS AND PLATFORMS

CARRIER will give DISPATCH access to one load board for the life of this Agreement, either by adding DISPATCH as an authorized user on a load board CARRIER already carries, or by paying for a subscription seat so DISPATCH can be added as one user. CARRIER pays the cost of that board and seat. CARRIER will also add DISPATCH as an authorized user on its Highway account if CARRIER has one. Usernames and passwords are never shared. DISPATCH's access is removed when the Agreement ends.

9. CARRIER RESPONSIBILITIES

CARRIER will keep its operating authority, registrations and insurance active at the amounts federal law and its brokers require; tell DISPATCH within 24 hours of any change to authority, insurance, equipment or ownership; tell DISPATCH when trucks are available and of any delay or status change; send DISPATCH a copy of each signed rate confirmation and the signed bill of lading or proof of delivery on Dispatched Loads, for tracking and the fee invoice; and haul every Dispatched Load on its own authority and never re-broker it. If CARRIER turns down a load DISPATCH presented, CARRIER will not book that same load directly with that broker within seven (7) days without paying the fee on it.

10. RESPONSIBILITY FOR MISTAKES

Each party is responsible for its own acts. CARRIER is responsible for the freight in its care, its drivers and its equipment, and for claims arising from them. DISPATCH is responsible for its own errors, negligence and misconduct, including booking a load CARRIER did not approve or signing anything outside the limits of the Limited Power of Attorney. In that case DISPATCH charges no fee on that load and pays CARRIER's direct out of pocket loss caused by the error. Each party will indemnify and hold the other harmless from claims caused by its own negligence or breach of this Agreement. CARRIER does not indemnify DISPATCH for DISPATCH's own conduct. Neither party is liable to the other for lost profits or other indirect or consequential damages.

11. CONFIDENTIALITY

DISPATCH keeps CARRIER's documents and information private, uses them only to perform this Agreement, and returns or deletes them when the Agreement ends, except copies the law requires it to keep.

12. TERM AND ENDING THE AGREEMENT

This Agreement starts on the effective date and continues until either party ends it by email, effective on receipt. Fees on Dispatched Loads already booked stay due under Section 3. When the Agreement ends, any Limited Power of Attorney ends at the same moment, DISPATCH stops acting for CARRIER, and DISPATCH removes itself from CARRIER's load boards and platforms within 24 hours.

13. DOCUMENTS CARRIER PROVIDES

Before the first load, CARRIER provides:

- (a) this signed Agreement and Schedule A, Carrier Profile;
- (b) MC authority letter, current certificate of insurance and signed W-9;
- (c) a copy of each driver's license;
- (d) a photo of the VIN plate on the truck and a photo of the VIN plate on the trailer;
- (e) a photo of the truck and trailer together showing the USDOT number on the truck;
- (f) a photo of all securement equipment (straps, chains, binders, tarps, edge protectors and any other gear) laid out on the trailer deck;
- (g) the Limited Power of Attorney if CARRIER chose Option 2; and
- (h) a notice of assignment only if CARRIER factors.

No credit card authorization is required.

14. NOTICES

Notices under this Agreement are in writing and sent by email to the addresses in the signature blocks. A notice is effective on receipt. A notice received after 5:00 PM, recipient's local time, or on a weekend or holiday is effective at 8:00 AM the next business day, except that CARRIER's notice ending the Agreement or revoking the Limited Power of Attorney is effective on receipt at any hour.

15. GOVERNING LAW AND VENUE

This Agreement is governed by the laws of the State of Florida. Any action arising from it will be brought in the state courts located in Wakulla County, Florida.

16. ENTIRE AGREEMENT

This Agreement, Schedule A and, if signed, the Limited Power of Attorney are the entire agreement between the parties. Changes must be in writing and signed by both parties. If any part is found unenforceable, the rest stays in effect.

Reel Time Dispatch LLC

Independent dispatch for motor carriers with their own authority

reeltimedispatch.com
dispatch@soreeloutdoors.com
Dispatch 850-545-1679

SIGNATURES

Each signer states that he or she has authority to sign for the company named.

DISPATCH: Reel Time Dispatch LLC

Name: Title:

Signature: Date:

Email: dispatch@soreeloutdoors.com. Phone: 850-545-1679.

CARRIER

Company:

Name: Title:

Signature: Date:

Email: Phone:

SCHEDULE A, CARRIER PROFILE

DISPATCH books only loads that fit this profile unless CARRIER approves otherwise.

Truck year, make, model:

Trailer type and deck length:

Max payload, lbs:

Combined GVWR, lbs:

CDL or non-CDL:

Home base city and state:

Preferred lanes and regions:

Areas to avoid:

Home time needs:

Max deadhead, miles:

Minimum rate per mile:

Tarps, straps, chains, ramps:

Hazmat endorsed, yes or no:

ELD provider:

Insurance company and agent:

Factoring company, if any:

Driver name(s) and cell:

Best way to approve loads: