

CARRIER DISPATCH SERVICES AGREEMENT

Equitable Solutions LLC

This Carrier Dispatch Services Agreement ("Agreement") is entered into as of [Date], by and between:

Dispatcher: Equitable Solutions LLC ("Dispatcher")

Carrier Legal Name: _____ ("Carrier")

MC #: _____ USDOT #: _____

1. Services Provided

Dispatcher shall provide freight dispatch support services on behalf of Carrier, including load sourcing, load negotiation, booking support, broker communication, rate confirmation coordination, and administrative support related to loads approved by Carrier.

2. Independent Contractor Status

Dispatcher is not a motor carrier, freight broker, shipper, or factor. Dispatcher acts solely as an independent contractor providing dispatch support services to Carrier. Carrier retains full operational control over its equipment, drivers, compliance, insurance, safety, routes, hours of service, and final load acceptance decisions.

3. Carrier Control

Nothing shall be booked, accepted, or confirmed without Carrier's final approval. Dispatcher may present load options, negotiate rates, and communicate with brokers or shippers within the limited authority granted by Carrier, but Carrier remains responsible for final approval and performance.

4. Term

This Agreement begins on the effective date above and continues on a rolling 30-day basis until terminated by either party in accordance with this Agreement.

5. Dispatch Fee

Carrier agrees to pay Dispatcher a fee equal to 6% of Gross Linehaul Revenue for each load secured by Dispatcher and accepted by Carrier.

6. Fee Base Definition - Linehaul Only

For purposes of calculating Dispatcher's fee, Gross Linehaul Revenue means the base transportation charge for a load and excludes fuel surcharge (FSC), detention, layover, TONU, lumper fees, stop-offs, driver assist, washout, re-consignment, accessorial, and all other pass-through or miscellaneous charges.

7. Invoicing and Payment

Dispatcher may invoice Carrier weekly, per load, or on another written billing cycle agreed to by the parties. Payment is due within ____ days of invoice unless otherwise agreed in writing. Carrier agrees to provide the rate confirmation, signed proof of delivery if requested, and any other supporting documentation reasonably needed to verify the fee.

8. Carrier Onboarding Requirements

- MC and USDOT information
- Certificate of insurance
- W-9
- Notice of authority status
- Signed dispatch agreement
- Signed limited power of attorney if used
- Dispatch preferences and operating rules

9. Limited Power of Attorney

Carrier may grant Dispatcher a separate, limited, revocable Power of Attorney solely for rate negotiation, load booking support, execution of rate confirmations, and communication with brokers or shippers. Any such power shall be limited strictly to the written POA document and shall exclude banking, factoring, compliance filings, tax matters, and legal representation.

10. KPI and Performance Standards

Carrier acknowledges that Dispatcher may track operational performance standards, including communication responsiveness, documentation timeliness, service failures, broker complaints, and payment performance. Any KPI scoring or severity-point structure used by Dispatcher must be maintained in a separate written policy, onboarding document, or dispatch rules sheet.

11. Non-Circumvention

Carrier agrees not to directly solicit or accept transportation opportunities from any broker or shipper first introduced to Carrier by Dispatcher during the term of this Agreement and for twelve (12) months after termination, unless otherwise agreed in writing. Dispatcher should maintain documentation of any such introductions.

12. Termination

Either party may terminate this Agreement at any time upon written notice. Dispatcher may terminate immediately for non-payment, repeated service failures, broker complaints, operational noncompliance, falsified information, or material breach of this Agreement.

13. No Guarantee of Freight Volume

Dispatcher does not guarantee load availability, specific revenue, specific lanes, or specific weekly volume. Carrier understands that load opportunities depend on market conditions, broker availability, carrier qualifications, and operational factors outside Dispatcher's control.

14. Compliance Responsibility

Carrier remains solely responsible for compliance with all FMCSA rules, insurance requirements, safety obligations, licensing, permits, taxes, and all other legal requirements applicable to its operations.

15. Dispute Resolution

The parties agree to first attempt to resolve disputes informally and in good faith. If unresolved, the parties agree to submit the matter to non-binding mediation in Florida before pursuing binding arbitration or other legal remedies, unless emergency injunctive relief is required.

16. Governing Law

This Agreement shall be governed by the laws of the State of Florida.

17. Entire Agreement

This Agreement, together with any signed POA, addendum, onboarding form, or dispatch rules sheet incorporated by reference, constitutes the entire agreement between the parties regarding dispatch services.

18. Signatures

Dispatcher: Equitable Solutions LLC

By: _____

Name/Title: _____

Date: _____

Email: contact@equitable-solutions-llc.com

Carrier: _____

By: _____

Name/Title: _____

Date: _____

Email: _____

Phone: _____