

Equitable Solutions LLC

Dispatch support, load document handling, invoice tracking, and compliance reminder support.

Independent Contractor Agreement

Dispatcher onboarding document for Equitable Solutions LLC

IMPORTANT: This document is a business template and is not legal advice. Have a qualified attorney review it before use.

Agreement Information

Company	Equitable Solutions LLC
Contractor / Dispatcher	_____
Effective Date	_____
Business Address	_____
Email / Phone	_____
State / County	_____

1. Purpose of Agreement

This Independent Contractor Agreement (the "Agreement") is entered into by Equitable Solutions LLC (the "Company") and the individual or business identified above (the "Contractor"). The purpose of this Agreement is to define the business relationship, service expectations, confidentiality obligations, document handling expectations, and payment terms for independent dispatch support services.

2. Independent Contractor Relationship

The Contractor is engaged as an independent contractor and not as an employee, partner, joint venturer, agent, or franchisee of the Company. The Contractor is responsible for their own taxes, equipment, workspace, training, internet access, software, business expenses, and compliance with all laws applicable to their business activities.

Nothing in this Agreement creates a promise of full-time work, a guaranteed number of accounts, a guaranteed number of loads, or an employment relationship.

3. Services to Be Provided

The Contractor may provide dispatch support services as assigned and approved by the Company. Services may include:

- Load searching and rate communication support.
- Carrier, shipper, and broker communication as authorized.

Equitable Solutions LLC

Dispatch support, load document handling, invoice tracking, and compliance reminder support.

- Load document handling, including rate confirmations, BOLs, PODs, and related paperwork.
- Invoice tracking and billing support as assigned.
- Owner-operator workflow support, including reminders connected to business paperwork and compliance-related document organization when authorized.
- Customer follow-up, data entry, lane notes, and other dispatch-related administrative support.

The Contractor may not bind the Company, sign contracts for the Company, accept loads on behalf of a carrier, quote final rates, or make financial commitments unless the Company gives express written authorization.

4. Compensation

Compensation must be stated in a separate written compensation schedule, offer letter, invoice arrangement, or written message approved by the Company. No commission, percentage, bonus, or fee is owed unless it is confirmed in writing by the Company.

The Contractor is responsible for submitting invoices or required payment records according to Company procedures. The Company may withhold or delay payment for incomplete paperwork, disputed work, missing load documentation, fraud concerns, or violation of Company policy.

5. Standards of Performance

The Contractor agrees to act professionally, communicate honestly, protect Company information, follow approved workflows, and avoid conduct that may harm the Company, its carriers, customers, vendors, or business reputation.

The Contractor must not misrepresent their role, authority, experience, pricing, dispatch availability, or relationship with the Company.

6. Confidentiality and Data Security

The Contractor may receive confidential business information, carrier information, rate information, customer information, login information, lane data, pricing, scripts, forms, documents, workflows, and other protected business materials. The Contractor must protect this information and use it only for authorized Company work.

The Contractor must not share passwords, carrier packets, load documents, pricing information, customer lists, scripts, templates, app information, or internal Company procedures with any unauthorized person.

7. Document Handling

All load documents, onboarding forms, signed agreements, invoices, carrier records, customer records, and business documents created or received during Company work must be handled carefully and submitted through the approved Company process.

The Contractor must not keep, sell, publish, reuse, transfer, or distribute Company documents or customer/carrier documents except as needed to perform authorized Company work.

8. Compliance and Legal Responsibility

The Contractor is responsible for complying with all laws and regulations that apply to the Contractor. The Company does not provide legal, tax, insurance, licensing, or compliance advice through this Agreement.

Any compliance reminder support, document tracking, or operating-document organization provided through Company systems is for business organization only and does not replace professional legal, tax, insurance, safety, or regulatory advice.

8A. FMCSA Broker / Bona Fide Agent Compliance

The Contractor acknowledges that dispatch work in the trucking industry must be performed carefully so that the Contractor, the Company, and the motor carrier do not engage in unauthorized brokerage. Contractor

Equitable Solutions LLC

Dispatch support, load document handling, invoice tracking, and compliance reminder support.

shall perform dispatch support only within the authority approved by the Company and/or the specific motor carrier being served.

Actual FMCSA rule wording from 49 CFR § 371.2:

"Broker means a person who, for compensation, arranges, or offers to arrange, the transportation of property by an authorized motor carrier. Motor carriers, or persons who are employees or bona fide agents of carriers, are not brokers within the meaning of this section when they arrange or offer to arrange the transportation of shipments which they are authorized to transport and which they have accepted and legally bound themselves to transport."

"Bona fide agents are persons who are part of the normal organization of a motor carrier and perform duties under the carrier's directions pursuant to a preexisting agreement which provides for a continuing relationship, precluding the exercise of discretion on the part of the agent in allocating traffic between the carrier and others."

"Brokerage or brokerage service is the arranging of transportation or the physical movement of a motor vehicle or of property. It can be performed on behalf of a motor carrier, consignor, or consignee."

FMCSA final guidance also states that dispatch services may be classified as either brokers or bona fide agents depending on the nature and scope of their activities, and that the analysis is fact-specific. The Contractor must follow the Company's approved workflow and must immediately notify the Company if any requested activity appears to require broker authority, direct shipper representation, traffic allocation, or authority beyond dispatch support.

Contractor agrees to the following FMCSA-based operating restrictions:

- Contractor shall not act as a broker or represent that Contractor has broker authority unless Contractor is properly authorized and the Company gives written approval.
- Contractor shall not accept a shipment without a specific motor carrier/truck assigned and then search for a carrier to move that shipment.
- Contractor shall not allocate traffic between multiple motor carriers by independently deciding which carrier receives a load that could be handled by more than one carrier.
- Contractor shall not reassign, double broker, co-broker, or arrange for a load to be moved by another motor carrier after the assigned carrier has accepted the load, unless the Company and all required parties give written approval and the activity is legally permitted.
- Contractor shall not be a named party on a shipper transportation contract, rate contract, or shipping contract unless specifically authorized in writing by the Company and legally permitted.
- Contractor shall not accept compensation for a load from a shipper, broker, third-party logistics company, or factoring company. Compensation must come only through the approved written agreement or payment process.
- Contractor shall disclose, when required, that Contractor is providing dispatch support under an agreement for a specific motor carrier and that the shipment is being arranged for that motor carrier only.
- Contractor shall comply with all applicable state licensing requirements, if any, and all Company compliance procedures related to dispatch services, carrier documents, load documents, rate confirmations, and invoice support.

This section is intended to support lawful dispatch operations and does not create broker authority, freight forwarder authority, motor carrier authority, legal advice, or a legal compliance guarantee. The parties should have this Agreement and all dispatch workflows reviewed by a qualified transportation attorney or compliance professional before use.

Equitable Solutions LLC

Dispatch support, load document handling, invoice tracking, and compliance reminder support.

Source references for attorney review: 49 CFR § 371.2; FMCSA Final Guidance, Definitions of Broker and Bona Fide Agents, 88 FR 39368 (June 16, 2023).

8B. Dispatch Service Role, Independent Contractor Status, and Carrier Assignment

Equitable Solutions LLC operates as a dispatch service and not as a freight broker. The Contractor acknowledges that Contractor is an independent contractor dispatcher and shall not represent Contractor, the Company, or any Company customer as a licensed freight broker unless separate broker authority exists and written authorization has been provided by the Company.

Contractor shall perform dispatch support only for assigned motor carrier relationships approved by the Company. When applicable, and as an internal operating policy to support a clear dispatch-service workflow, the Company may assign each dispatcher to support only one active motor carrier per equipment or service category served by the Company, including dry van, reefer, flatbed, box truck, hotshot, or other approved categories.

This carrier-assignment policy is intended to help prevent broker-style load allocation. It does not, by itself, guarantee legal compliance or determine whether any person is a broker or bona fide agent. The actual legal analysis depends on the facts, including the written carrier relationship, the motor carrier's direction and control, compensation, whether the dispatcher accepts freight from shippers, whether a specific carrier is assigned before the shipment is handled, and whether the dispatcher exercises discretion in allocating traffic between carriers.

Contractor shall not allocate the same load between competing motor carriers, hold a shipment while searching for an available carrier, accept compensation from shippers, brokers, 3PLs, or factoring companies for arranging freight, double broker or reassign freight, or otherwise perform activities requiring broker authority.

If Contractor is uncertain whether an action may be treated as brokerage, unauthorized load allocation, or an FMCSA-sensitive activity, Contractor must stop and request written direction from the Company before proceeding.

9. Term and Termination

This Agreement begins on the Effective Date and continues until ended by either party. Either party may terminate this Agreement at any time with written notice unless a separate written agreement states otherwise.

Upon termination, the Contractor must return or delete Company property, confidential information, passwords, files, customer lists, carrier information, and business documents as requested by the Company.

10. Non-Solicitation and Restricted Activities

The Contractor agrees not to misuse Company relationships, confidential information, customer lists, carrier lists, broker contacts, internal scripts, workflows, pricing, or app data. Any separate non-compete, non-solicitation, confidentiality, or restricted covenant agreement signed by the Contractor is incorporated by reference to the extent allowed by applicable law.

11. Ownership of Work Product

Forms, scripts, email templates, workflow documents, load notes, onboarding records, customer/carrier records, app data, and business materials created for Company work belong to the Company unless a separate written agreement states otherwise.

12. Insurance, Taxes, and Expenses

The Contractor is responsible for their own taxes, insurance, equipment, training, business registrations, licenses, workspace, software, phone, internet, and other expenses unless the Company agrees in writing to reimburse a specific expense.

13. Indemnification

The Contractor agrees to hold the Company harmless from losses, claims, damages, expenses, or liabilities caused by the Contractor's negligence, misconduct, misrepresentation, unauthorized promises, failure to follow procedures, or violation of this Agreement.

Equitable Solutions LLC

Dispatch support, load document handling, invoice tracking, and compliance reminder support.

14. Governing Law and Attorney Review

This Agreement is intended for use by a Florida-based business unless changed in writing. The parties should have this Agreement reviewed by a qualified attorney before relying on it. If any term is found unenforceable, the remaining terms should remain in effect to the fullest extent allowed by law.

15. Entire Agreement

This Agreement, together with any signed NDA, restricted covenant agreement, compensation schedule, onboarding form, or written Company policy, contains the parties' understanding about the Contractor relationship and replaces prior informal discussions about the same subject.

Onboarding Checklist

- Independent Contractor Agreement completed and signed.
- NDA completed and signed.
- Non-Compete / Non-Solicitation Agreement completed and signed.
- Dispatcher application submitted.
- Required identification or business documents submitted, if requested.
- Company approval received before beginning any dispatch work.

Signature Page

By signing below, the parties acknowledge that they have read, understood, and agree to the terms of this document.

Equitable Solutions LLC	Contractor / Dispatcher
Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Title: Authorized Representative	Title / Role: _____
Date: _____	Date: _____
Email: contact@equitable-solutions-llc.com	Email: _____