



ADS + Carrier Agreement

This AGREEMENT made on this _____ day of _____, 2021 by and between **Advance Dispatching Solutions LLC (dba. ADS)** and _____ (Carrier), license by the FMCSA as an interstate carrier of property, holding authority MC # _____ and/or DOT # _____.

ADS and the CARRIER have agreed upon a contract agreement to their mutual advantage and best interest. They hereby agree to the following terms and conditions:

1. DOCUMENTS

CARRIER must furnish ADS with the following documents prior to the implementation of this agreement, via email at info@adsollc.com.

_____ ADS Carrier Agreement

_____ Copy of Client's Authority (MC Permit)

_____ A signed W-9 Form

_____ Copy of Owner Operator's and Driver's Driver License

_____ Limited Power of Attorney form

_____ Certificate of Insurance

2. RELATIONSHIP

The relationship of CARRIER to ADS shall, at all times, be that of an independent contractor. ADS agrees to solicit and offer freight transportation shipments for CARRIER from and to designated locations subject to the availability of suitable equipment.

ADS shall be the agent searching for loads, booking them, dispatching, and handling all paperwork directly with the broker/shipper on the Carriers behalf. Including any load problems.

3. TERM

The term of this AGREEMENT shall be effective as of the date hereof and shall continue thereafter for a term of thirty (30) days of such date, and automatically from month to month thereafter, subject to the right of either party hereto to cancel the AGREEMENT at any time upon not less than seven (7) days written notice by certified mail of one party to another.

4. ADS SERVICE METHOD

ADS's objective is to design a pro-active logistic plan a week in advance, based on CARRIER's geographical preference. The plan is influenced by the current situation in the market and/or region, in order to take advantage of the most profitable loads. ADS's logistics coordinators (Dispatchers) will find loads that best match CARRIER's geographical preference and communicate such options with CARRIER and/or its driver. Once CARRIER agrees to accept the load, ADS will send all necessary and required supporting documents to broker/shipper. Once the load confirmation is received, it is forwarded to CARRIER, for its records. ADS agrees to "assist" CARRIER with any load issues, paperwork, and/or billing issues.

5. RATE PLAN

PERCENTAGE PLAN: ADS will provide dispatch services for a fee of 10% of the load confirmation.

6. COMPENSATION

All invoice are due payable 7 days from the date invoice (Net 7). The amount due to ADS will be automatically deducted from a Debit/Card provided by CARRIER on this agreement by the end of the business day Friday every week loads are booked. ADS will charge the Debit/Credit Card on file for the agreed service rendered, or if the CARRIER chooses to be invoiced then CARRIER agrees to pay the invoice the following Friday from invoiced date. The invoice can be paid via Wires, and ACH Deposits. CARRIER will be compensated directly from brokers/shippers handling the load, or from a factoring company chosen by CARRIER. Carrier is responsible for all credit card fees related to debit/credit card charges.

7. NON-SOLICITATION

CARRIER agrees that it will not solicit traffic from any shipper, consignor, or customer of ADS where the CARRIER transports loads, or is made aware of such traffic, as a result of ADS's efforts. It is further agreed that this non-solicitation provision shall be in force and effect during the term of this AGREEMENT and for a period of one (1) year from the date of the termination of this AGREEMENT for any reason. In the event of non-compliance with the specific provisions of this paragraph, CARRIER upon discovery of breach, will be liable to ADS for 100 percent (100%) of the gross transportation revenue received by CARRIER from said shipper(s) within one (1) year after the date of termination of this AGREEMENT.

8. BILLS OF LADING

Each shipment will be evidenced by a bill of lading issued by brokers/shippers. Such bills of lading or receipts or invoices are, however, for the sole purpose of evidencing receipt for the goods.

9. EQUIPMENT

CARRIER agrees to provide, operate, and maintain in good working condition, motor vehicles and all allied equipment necessary to perform the Transportation Schedule in a safe, efficient, and economical manner.

10. DRIVERS

CARRIER agrees to provide properly qualified, trained, and licensed drivers and other personnel to perform the transportation and related services under this Agreement and each transportation schedule in a safe, efficient, and economical manner. CARRIER's personnel are always expected to conduct themselves in a professional manner and shall ascertain and comply with all of Customer's facility rules and regulations while on Customer's premises.

11. FREIGHT LOSS, DAMAGE OR DELAY

CARRIER shall have the sole and exclusive care, custody, and control of the shipper’s property from the time it is picked up for transportation, until it is delivered to the destination. CARRIER assumes the liability of a common carrier for loss, delay, damage to or destruction of any and all of shipper’s goods or property while under CARRIER’s care. Payments by CARRIER to ADS or its customer, pursuant to the provisions of this section, shall be made within thirty (30) days following receipt by CARRIER of ADS’s or customer’s invoice and supporting documentation for the claim.

12. SUB-CONTRACT PROHIBITION

CARRIER specifically agrees that all freight tendered to by ADS shall be transported on equipment operated only under the authority of CARRIER and that CARRIER shall not in any manner sub-contract, broker, or in any other form arrange for the freight to be transported by a third party without the prior written consent of ADS.

13. INDEMNIFICATION

CARRIER agrees to indemnify, defend and hold ADS and its customer (including their officers, directors, employees, subcontractors and agents) harmless from and against any and all liabilities, damage, fines, penalties, costs, claims, demands and expenses of whatever type or nature. CARRIER shall be responsible for and agrees to indemnify ADS for any and all personal injury, property damage, loss, claim, injury, obligation, or liability arising from CARRIER’s or its driver’s actions, behavior, or transportation pursuant to this agreement.

14. GOVERNING LAW, JURISDICTIONS AND VENU

This agreement shall be governed by and constructed in accordance with laws of the State of CALIFORNIA both as interpretation and performance. ADS and CARRIER hereby consent to and agree to submit to the jurisdiction of the federal and State courts located in CALIFORNIA, in connection with any claims or controversies arising out of this Agreement.

15. ADDITIONAL PROVISIONS

In the case of insufficient funds or credit card decline, there is a built- in grace period of 48 hours after the due date, before the account is subject to suspension. In which case, the account must be paid current and is subject to a reinstatement fee of \$100.

IN WITNESS WHEREOF

The parties hereto have executed this Agreement as of the date first above written.

ADS:
Company: Advance Dispatch Solutions
Contact: _____
Signature: _____
Date: _____

CARRIER: _____
Company: _____
Contact: _____
Signature: _____
Date: _____

COMPANY PROFILE

Instructions: Please complete this form giving us all the information. The better informed we are, the better we will be able to assist you. This form should be updated at any time by notifying us. This information is for our use only and will not be released to any third party without your express written permission.

1. CARRIER INFORMATION

COMPANY (DBA) _____

ADDRESS: _____

CITY: _____ ST _____ ZIP _____

CONTACT: _____ PHONE: _____

E-MAIL: _____ FAX: _____

MC# _____ DOT # _____ EIN/SS# _____

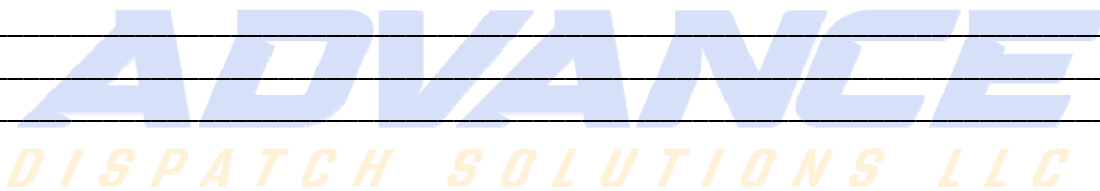
SCAC # _____ TWIC # _____ HAZMAT # _____

2. EQUIPMENT SECTION

NUM. OF TRUCKS: _____ [Company _____ + Owner Operator _____]

NUM. OF TRAILERS: _____ VAN _____ REEFER _____ FLATBED _____ OTHER _____

ADDITIONAL INFO.



TRUCK & DRIVER(s) INFO

TRUCK #	TRAILER #	TYPE	YEAR	DRIVER	PHONE

3. SERVICE AREAS OF OPERATION (please circle all that apply)

48 States _____

AL	AR	AZ	CA	CO	CT	DE	FL	GA	IA	ID	IL
IN	KS	KY	LA	MA	MD	ME	MI	MO	MN	MS	MT
NC	ND	NE	NH	NJ	NM	NV	NY	OH	OK	OR	PA
RI	SC	SD	TN	TX	UT	VA	VT	WA	WI	WV	WY

4. RATE OF HAUL INFORMATION

Please provide us your ideal (reasonable) rate information. We understand that many factors will change this information, but this will give us a starting point.

IDEAL MILE RATE \$ _____ (V) \$ _____ (R) \$ _____ (F)

ADDITIONAL PREFERENCES:

5. FACTORING INFORMATION

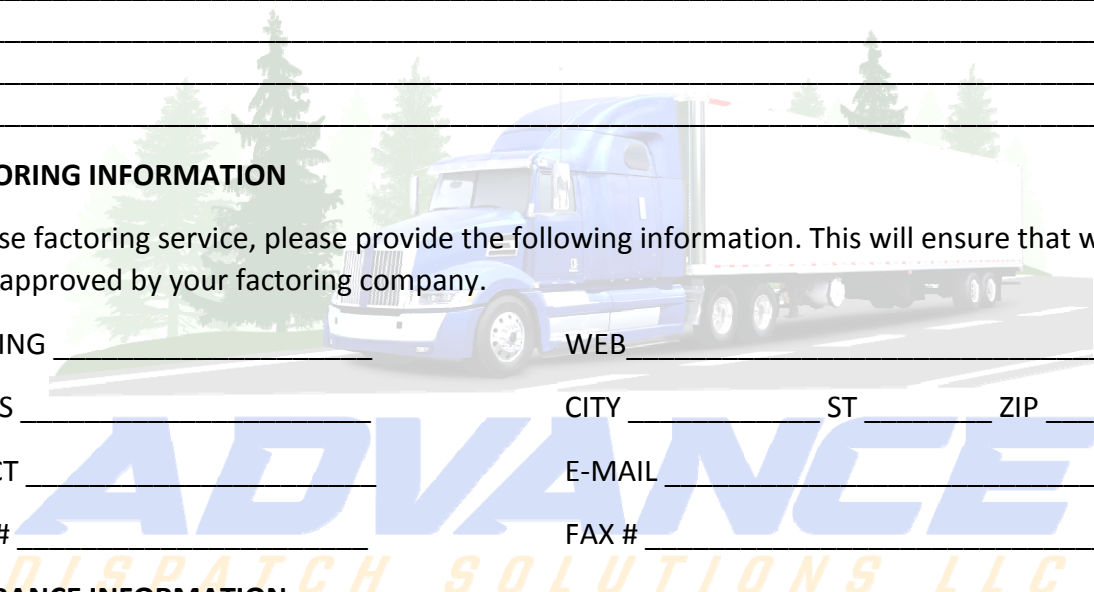
If you use factoring service, please provide the following information. This will ensure that we only use brokers approved by your factoring company.

FACTORING _____ WEB _____

ADDRESS _____ CITY _____ ST _____ ZIP _____

CONTACT _____ E-MAIL _____

PHONE # _____ FAX # _____



6. INSURANCE INFORMATION

Please provide us with your insurance contact information, where we can request certificate of insurance with specific holders (i.e., brokers and/or shippers)

INSURANCE _____ WEB _____

ADDRESS _____ CITY _____ ST _____ ZIP _____

CONTACT _____ E-MAIL _____

PHONE # _____ FAX # _____

7. REFERRAL

Please refer us three (3) Owner Operators who you believe might benefit from our service.

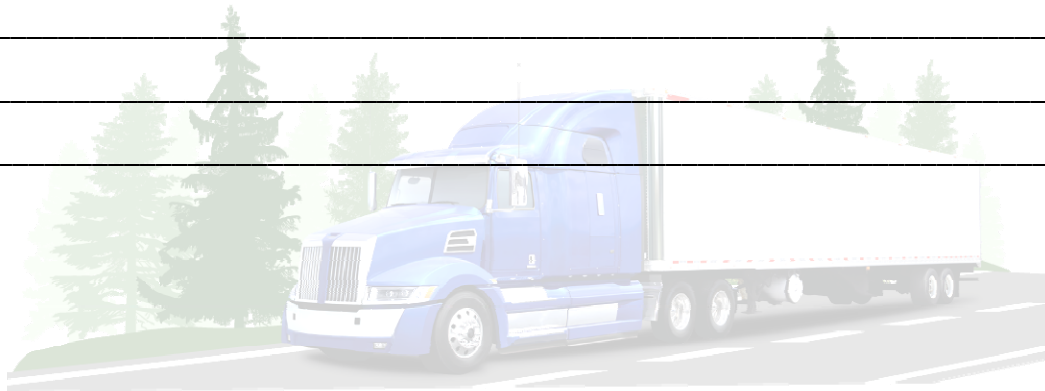
NAME _____ CELL _____

NAME _____ CELL _____

NAME _____ CELL _____

8. ADDITIONAL INFORMATION

Please use the section below to better describe your company. Include special terms and conditions of most importance and everything we have to consider while searching and taking the loads for you.



ADVANCE
DISPATCH SOLUTIONS LLC

LIMITED POWER OF ATTORNEY

This Limited Power of Attorney (the AGREEMENT) is made effective on _____ (date) between: Advance Dispatch Solutions hereinafter called ADS a company established under the laws of the State of CALIFORNIA, and _____ hereinafter called CARRIER, motor carrier company with MC# _____ and/or DOT # _____ CARRIER hereby appoints ADS as my Attorney-in-Fact (AGENT). ADS's agents shall have full power and authority to act on my behalf. This power and authority shall authorize ADS to manage and conduct affairs and to exercise all my legal rights and powers, including all rights and powers that I may acquire in the future. ADS powers shall include, but not limited to, the power to:

- Professional Dispatch Services, including contact drivers, shippers, and brokers on my behalf for cargo, Transfer of Paperwork (Carrier Packet, Rate Confirmations, Insurance Certificates, Invoices, and all necessary Paperwork) to shippers. Sign and execute rate confirmations for freight and collect all payment dues on my behalf.

This Power of Attorney shall be construed broadly as a General Power of Attorney. The listing of specific powers is not intended to limit or restrict the general powers granted in this Power of Attorney in any manner. ADS shall not be liable for any loss that results from a judgment error that was made in good faith. However, ADS shall be liable for willful misconduct or the failure to act in good faith, while acting under the authority of this Power of Attorney. I authorize ADS to indemnify and hold harmless any third party who accepts and acts under this document. This Power of Attorney shall become effective immediately and shall remain in full force and effect until revoked by me in writing. Such revocation is to be sent via e-mail 10 days in advance to ADS to info@adsollc.com

ADVANCE
DISPATCH SOLUTIONS LLC

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date below:

ADS: Advance Dispatch Solutions

CARRIER _____

NAME: _____

NAME: _____

SIGNATURE: _____

SIGNATURE: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

OPTIONAL CREDIT CARD PAYMENT AUTHORIZATION FORM

_____, hereinafter called CARRIER do hereby authorize ADVANCE DISPATCH SOLUTIONS, hereinafter called ADS, to initiate a weekly debit entry for the amount listed below, on the dates listed below, to the credit card account indicated below, in consideration of the Dispatching service provided to me. I understand that my signature on this authorization form, along with a photocopy of the front and the back of both my credit card, as well as my driver license, will allow me the convenience of not having to produce these items for impression at the time of service.

Name on the Card: _____

Please Check One: **VISA** **MC** **DISC** **AMEX**

Credit Card Number: _____

Expiration Date: ____/____/____ **CVC:** _____ **ZIP:** _____

Authorized Weekly Payment Amount: 10%

Starting on ____/____/____ **20** **Ending on** ____/____/____ **20**

This authorization is to remain in full force and effect until the ending date listed above. I understand that I will be notified via email when ADS debit my account each week. I understand that if the load is tendered and accepted by me, but for any reason, whether is due to carrier, shipper, or broker, the load gets rescheduled or cancelled, I am still responsible for paying ADS as set out above. Any revocation shall not be effective until ADS is notified by CARRIER in writing to cancel this automatic payment authorization, in such time and in such a manner as to afford ADS a reasonable opportunity to act on it.

Card Holder's Signature **Authorization Date**



Card Holder's E-Mail