

## Carrier Agreement

This Agreement is made this \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_\_  
(day) (month) (year)

**Between** HARRIS TRANSPORTATIONPARTNERSHIP LLC located at 704,Magnolia Ave Evergreen, AL 36401 and all its subsidiaries **hereafter referred to** as DISPATCHER and. \_\_\_\_\_

hereafter referred to as CARRIER. WHEREAS, Dispatcher is a transportation dispatching service handling the necessary paperwork between Shippers and the Carrier in order to secure LOADS/CARGO/SHIPMENTS for said CARRIER.WHEREAS, CARRIER is a Motor Contract Carrier subject to the jurisdiction of ICC: NOW, THEREFORE, in consideration of the promises and covenants hereinafter contained it is mutually agreed by and between parties here to as follows: WHEREAS, CARRIER is a Motor Contract Carrier subject to the jurisdiction of ICC: NOW, THEREFORE, in consideration of the promises and covenants hereinafter contained it is mutually agreed by and between parties here to as follows:

### OBLIGATIONS OF DISPATCHER:

- DISPATCHER agrees to handle paperwork, phone calls, facsimile to, from the BROKERS or SHIPPERS to tender commodities shipments to CARRIER for transportation in interstate commerce by CARRIER **between** points and places within the operating authority of the CARRIER.
- DISPATCHER bears no financial or legal responsibility in the transaction between the SHIPPER/BROKER and CARRIER agreement.
- BILLING INVOICING AND COLLECTIONS of revenue from customers, brokers, shippers, consignees, etc are the sole responsibility of the CARRIER. If revenue for a shipment is uncollectible Bumble Bee will be held harmless and no penalty or deductions of fees will be made.
- DISPATCHER will be held harmless in the event of any and all insurance or other claims.
- DISPATCHER will make 100% effort to keep the truck o trucks loaded DISPATCHER will contact CARRIER about EVERY load we find to offer, CARRIER Will ACCEPT OR DECLINE the load. Signature provided by dispatcher in agreement.

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*Dispatcher*

## OBLIGATIONS OF CARRIER:

- CARRIER AGREES to pay a fee per load in the amount of 8%.
- CARRIER grants DISPATCHER authority to provide his/her signature for rate confirmation **sheets** and associated paperwork necessary for securing cargo for CARRIER.
- This agreement shall be perpetual, provided that either party may terminate said contract by giving a 30 days notice via email to **harristransportpartners@gmail.com**.
- CARRIER has the obligation of REFLECTING OR ACCEPTING LOADS/shipments/cargo offered by the DISPATCHER, in case OF ACCEPTING said LOADS/shipments/cargo the CARRIER will pay for services rendered even if the CARRIER from its own fault (except natural disasters and truck/trailer breakdown with proof) can not pick up shipment/cargo/load.
- CARRIER agrees to make available the following documents for dispatching
  - ~~MCR~~ **MOTOR CARRIER AUTHORITY FORM**
  - **Proof of Insurance** - We **REQUIRE** our carriers to maintain a minimum of **\$1 Million in liability and \$100,000.00 in Cargo insurance.**
  - **W-9 SIGNED AND DATED RECENTLY COPY OF ACTIVE INSURANCE LETTER OF AFFILIATION WITH FACTORING COMPANY** also known as **NOA LETTER.**

**(Don't have a factoring company? We will set it up for you for only +3%!)**

*Carrier will be compensated directly from other brokers/shippers handling the load, or from a factoring company chosen by Carrier.*

*Carrier will pay Dispatch services the rates stated in this agreement will be payable to: **HARRIS TRANSPORTATIONPARTNERSHIP LLC.***

*Dispatch will email invoices to Carrier each **Friday** and **must be paid by Sunday at 9pm (EDT)**. If invoice has NOT been paid, XXXXXX LLC will enforce the Credit Card Authorization Form. In the case of insufficient funds or credit card decline, there is a built in grace period of 7 days 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. The **8th** day of overdue balance owed to Smart Keys LLC we are then authorized to charge the ACH Bank Draft Form.*

***Please communicate with your Dispatch team!***

***Carrier agrees that it will not solicit traffic from any shipper, consignor. or customer of Dispatch where the Carrier transports loads, or is made aware of such traffic, as a result of Dispatch 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 on-compliance with the specific provisions of this paragraph, carriers upon discovery of breach, are liable to Dispatch 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.***

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**CARRIER**