



Dispatch Service Agreement

_____, The Owner of &/or The Driver of Truck# _____ of (the carrier) a licensed Motor Carrier, MC#, _____ and/or DOT#, _____; hereby grants authorization to KAP Freight, LLC. to act as my agent for the sole purpose of searching for and booking shipments, processing all brokerage paperwork and obtaining Certificates of Insurance as required in order to expedite shipments and dispatch via telephone, fax or e-mail for my truck, Unit# _____, License Plate#, _____, in the state of, _____. All billing, invoicing and collections of revenue from customers, brokers, shippers, consignees, etc- are the sole responsibility of the carrier. If revenue for a shipment or shipments are uncollectible, KAP Freight, LLC will be held harmless and no penalty or deduction of fees will be made. The carrier agrees to maintain all proper licenses and permits to conduct business as a motor carrier in the area of intended operation. Additionally, carrier agrees to maintain liability and cargo insurance at the amounts set forth by the home state of the carrier. KAP Freight, LLC will be held harmless in the event of any and all claims.

CARRIER RESPONSIBILITIES

Carrier shall be responsible in all the necessary documentary and legal compliance with its operations as a carrier and assumes to be legally liable for any loss, damage, delay, destruction, theft, or any liability of whatever nature arises from the transportation of any freight as contemplated and falling under this agreement.

Carrier shall perform the transport diligently as arranged by the Dispatch and as accepted by the Carrier and shall ensure that all equipment necessary to the

compliance to state laws are properly complied with.

Carrier shall assume taxes, premiums, and other benefits under the employ of the Carrier and shall maintain the minimum qualifications of insurance as prescribed by the FMCSA.

FEE

The Carrier agrees to pay Dispatcher the rate of **6%** percent of the face value of the contract between the Shipper and the Carrier as stated in the bill of lading or on the load confirmation sheet. The fee shall be paid every Sunday/Monday of every week.

RELATIONSHIP

The relationship between the parties shall be of an independent contractor. Dispatch shall offer freight transportation shipments to Carrier to reasonable or acceptable locations as may be required, subject to the availability of the Carrier. Dispatch shall be responsible for booking, dispatching, and handling necessary documents for the Carrier.

TERMS

This Agreement shall be effective on the date signed by the parties and shall remain effective for the period of one (1) year and shall automatically renew on a yearly basis thereafter.

TERMINATION

Either party has the right to end this agreement without cause at any time with seven (7) days' notice by written request. Upon cancellation, any remaining balances owed will be charged to the carrier within two (2) business days without penalty.

DAMAGES

The Party found to be responsible for any loss, damage, and damages, resulting from negligence or delay shall be liable for any unless such fault is not attributable to said Carrier.

NON-ASSIGNMENT

The Carrier agrees that all freight tendered by the Dispatch to the Carrier shall not be assigned, subcontracted, or be arranged for transport to any 3rd party without the prior written consent of the Dispatch.

GOVERNING LAW AND DISPUTES

This agreement shall be governed by and constructed in accordance with laws of the State of without regard to the conflicts of laws. Any disputes arising from this agreement shall be resolved before the courts of the same State.

COUNTERPARTS

This agreement may be executed in two or more counterparts each of which shall be deemed an original and all of which together shall constitute one and the same agreement.

NON-MODIFICATION

Any modifications made to this agreement shall only be considered as agreed by the parties in the existence of a written instrument signed by both parties.

SEPARABILITY

Should any provision of this Agreement be held invalid by any competent court, the same shall apply only to the provision affected while the remaining provisions hereto shall remain valid and enforceable.

I AUTHORIZE KAP FREIGHT LLC, to complete all broker Carrier Packets and Rate Confirmations on my behalf.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

BY SIGNING BELOW, I fully understand the terms of this agreement.

Name of Dispatch Representative: **Gabriel Mosby**

Name of Dispatch Company: KAP Freight LLC

Name of Carrier Company:

Name of Carrier Representative:

Signature of Carrier Representative:

Date: