

Agreement for Dispatch Services

1. RECITALS

This agreement made as of this _____ day of _____ (MONTH), 2021, by and between H.D.C. PREMIUM LLC. hereinafter referred to as ("H.D.C. PREMIUM") and _____ (Contact Name) of _____ (Company Name), hereinafter referred to as Client.

Whereas, Client is a Carrier/Owner Operator, desiring to retain H.D.C. PREMIUM to provide Freight Dispatching Services for cargo.

Whereas, H.D.C. PREMIUM is a Transportation Dispatcher Service that handles the necessary paperwork between shippers and the Client.

The Client must prior to the implementation of this agreement furnish to H.D.C. PREMIUM the following:

1. A Copy of Client's Certificate of Authority
2. *Proof of Insurance Certificates***
3. A signed W-9.
4. This Agreement form completed, dated, and signed.

2. STATEMENT OF WORK

H.D.C. PREMIUM LLC **WILL:**

1. Book loads on the Client's behalf.
2. Send rate confirmations to Clients by 6pm.
3. Find freight that best matches the profile of the Client.
4. Upon the Client agreeing to the load, H.D.C. PREMIUM will fax to Shipper/Broker the Clients, Certificate of Authority, W-9, Proof of Insurance, and order Insurance Certificates if required, along with any other required supporting documentation.
5. Handle the setting of appointments if necessary.
6. Prepare directions to shipper/consignee, if necessary.
7. Assist with any problems that arise in the transit of the load when necessary, within our capabilities. (Client is responsible for own equipment, we can direct you to a service that may be helpful.)
8. All load information is available to the Client at all times, H.D.C. PREMIUM will hold onto the dispatch, necessary information, etc. until the load is completed.
9. Upon forwarding the final load confirmation, and emailing all documentation to the Client, the services of H.D.C. PREMIUM have been fully performed.
10. Book & communicate the load information to drivers between 8am and 7pm Monday –Sunday. Client will reach out to the broker for any issues regarding the load after 7pm. Int. _____ (if Client chooses to have H.D.C. PREMIUM to perform these duties after 7pm. a charge of \$20.00 will be applied to balanced owed.) Int. _____

A. Obligations of Dispatcher

1. Dispatcher agrees to handle all required/necessary paperwork, phone calls, and faxes to and from Broker/Shipper to tender commodities or shipments to Client for transportation in interstate commerce by Client between points and places within the scope of Client's Operating Authority.
2. Dispatcher bears NO financial or legal responsibility in the transaction between the Shippers Client Agreement.
3. Dispatcher will:
 - a. Make a 100% effort to keep Clients/Driver (s) truck(s) loaded.
 - b. Contact the Client/Driver(s) about every load we find offer on.
 - c. Invoice the Client at time of service, also provide a copy of each load Confirmation Sheet that the Client/Driver is being billed for.
 - d. Will maintain in communication with Client/Driver(s)
 - e. Will Provide Client with Weather Delays or Unforeseen Delays when requested.

4. Obligations of Client

1. Client gives H.D.C. PREMIUM authority to provide his/her signature for Rate Confirmation sheets, invoices and associated paperwork necessary for securing cargo Per Power of Attorney Agreement.
2. Client agrees to collect payment from the Shipper promptly. Following with receipt of a Freight Bill and Proof of Delivery of each shipment to its assigned destination, free of damage or shortage. The amount to be paid by Shipper to Client shall be established between the parties on a per shipment basis prior to commencement of each individual shipment. A load confirmation including details of shipment and revenue to be paid will be supplied via FAX or EMAIL by Shipper to Client. Confirmation will be signed by H.D.C. PREMIUM and returned via FAX or EMAIL to Shipper.
3. Client agrees to call H.D.C. PREMIUM once he has started his route.
4. Client agrees to call H.D.C. PREMIUM when they arrive at the shipper.
5. Client agrees to call H.D.C. PREMIUM once loaded.
6. Client agrees to call H.D.C. PREMIUM once they arrive to the receiver.
7. Client agrees to call H.D.C. PREMIUM once loaded from receiver.
8. Client agrees to call H.D.C. PREMIUM if any event there may be a delay in arrival or departure of shipment.
9. In the event of a breakdown, Client is responsible for contacting roadside. We recommend signing up with a roadside company in advance.
10. Client nor Driver is allowed to cancel once a load is booked. Client however can
11. Client is responsible for obtaining all permits and keeping them active.
12. Client is responsible to inform H.D.C. PREMIUM of any changes to insurance policies, Authority status or moving violations.
13. Client Agrees to Pay for services provided by H.D.C. PREMIUM once invoiced.
(Payments received later than 24 hours after invoice will be charged a late fee of \$20.00
Payments received later than 48 hours after invoice will be charged a late fee of \$40.00)

5. CONSIDERATION

The Client agrees to pay H.D.C. PREMIUM a non-refundable Five Hundred Dollar (\$500.00) setup/Admin fee. An additional deposit of Five Hundred (\$500.00) Dollars is required to be paid before the initial dispatch and will also serve as payment towards your last week of service.

These rates will be required to be paid to H.D.C. PREMIUM as per the conditions of the agreement.(12 month subscription). A 5 day grace period will be allowed before the account becomes overdue. At 13 days the account will be suspended and a reactivation fee of \$300 will apply in addition to any overdue fees, unpaid invoices. etc. After 30 days the account may be placed for collection. H.D.C. PREMIUM will invoice the Client as per the terms of the agreement via Email, U.S. Mail or faxing said invoice. Payment can be made to H.D.C. PREMIUM via Zelle, Apple Pay, Google Pay, Wire transfer, ACH Deposits, Certified Check, or Money Order. Cash App is NOT accepted. Once the payment is processed the Client will be sent a confirmation receipt via email, fax or US Mail.

D. ADDITIONAL PROVISIONS:

Once a load has been set up for the Client and all information given, it will be the responsibility of the Client to handle directly with the shipping party any problems, issues, delays, overages, shortages, damages, or billing and collections issues, unless, you have made arrangements for additional services from H.D.C. PREMIUM.

In NO event will H.D.C. PREMIUM be liable for any incidental, consequential, or indirect damages for the loss of profits, or business interruption arising out of the use of the service.

We Do NOT Guarantee the gross amount for trucks under our dispatch service but our weekly gross quota is \$5,000. Each truck, however, is able to gross up more depending on how hard the driver is willing to work.

E. Termination

Our contract term is 12 months minimum. Contracts terminated by client before 12 month minimum will forfeit their deposit.

F. Loading Procedures.

Loading Procedures Commercial vehicles must be loaded in such a manner as to prevent its cargo from leaking, spilling, blowing or falling from the vehicle. The cargo must be immobilized or secured to prevent shifting to the extent that the vehicle's stability or maneuverability is affected. All vehicle structures, systems, parts and components used to secure cargo must be in proper working order with no damaged or weakened components that will adversely affect their performance. Cargo must be firmly immobilized or secured on or within a vehicle by structures of adequate strength, dunn or dunnaged bags, shoring bars, tie-downs or a combination of these. Articles of cargo that are likely to roll must be restrained by chocks, wedges, a cradle or equivalent means to prevent rolling. Federal regulations provide for specific means of securing logs, building products, metal coils, paper rolls, concrete pipes, intermodule containers, automobiles, heavy equipment, crushed vehicles, and boulders. Cargo must be secured so that when a vehicle decelerates at a rate of 20 feet per second, the cargo will remain on the vehicle and will not penetrate the vehicle's front-end structure. Any vehicle having a load or component which extends beyond the sides more than 4 inches or more than 4 feet beyond the rear must have the extremities marked with a red or orange fluorescent

G. Responsibilities for Proper Loading:

A driver cannot operate a commercial vehicle unless (1) the cargo is properly distributed and adequately secured, (2) the means of fastening the cargo is secured, and (3) the cargo does not obscure the driver's view or interfere with the movement of his arms or legs. A driver must assure himself that the load is adequately secured before he drives the vehicle and must examine the cargo and its load-securing devices within the first 50 miles after beginning a trip and adjust the load-securing devices as needed. The driver must also reexamine the cargo and its securing devices when he makes a change of his duty status, after the vehicle has been driven for three hours, or after the vehicle has been driven 150 miles whichever comes first. The load inspection procedures do not apply to a sealed trailer when the driver has been ordered not to open it or to a trailer that has been loaded in a manner that makes inspection of the cargo impracticable.

If a member of the public is injured because of improperly loaded cargo, both the shipper who loaded the cargo and the Client may be held liable for the injury. A shipper that assumes responsibility for loading the vehicle can be held liable for improperly securing a load under a common law theory of negligence, and federal regulations will provide evidence of the proper standard of care to be utilized by the shipper in loading the vehicle. When the driver himself is injured in an accident, the shipper cannot be held liable for the improper loading of the vehicle unless the loading defects are latent and concealed and cannot be discerned by ordinary observation by the agents of the Client. In determining if the defect in loading is patent and should have been discovered by the driver, a court will take into consideration the experience of the driver and whether the driver is given assurances by the shipper's employees that there is no defect in the loading of the cargo. A motor Client cannot be held liable for improperly loading a sealed trailer since the driver does not have the opportunity to inspect the load. When a person is injured during the loading or unloading process at the shipper or consignee's facility, the trucking company's liability will be determined according to the rules applicable to the facility owner, and the company will be subject to the same liability or freedom from liability as the owner.

H. Disclaimer

H.D.C. PREMIUM is NOT responsible for:

1. Billing Issues
2. Load problems
3. Advances (All advances will have to be handled directly between Client and Shipper
4. Handling and storage of paperwork (All documents will be sent to Client/Driver (unless other previous arrangements or Services have been made.)
5. DOT compliance issues.
6. Moving Violations or Accidents that may render during time of services.

I. GOVERNING LAW

This agreement shall be governed by and construed in accordance with laws of the State of California without giving effect to any choice of law or conflict of laws provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of California.

J. JURISDICTIONS AND VENUES

H.D.C. PREMIUM LLC. and the Client hereby consent to and agree to submit to the jurisdiction of the Federal and state courts located in Sacramento CA. in connection with any claims or controversies arising out of the Agreement. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as the date written.

Date: _____

(Print Company Name)

(Signature of Representative)

(Print Representative Name/Title)

Date: _____

Jessica Yonetani

H.D.C. PREMIUM LLC. (Representative Signature)

Jessica Yonetani Manager

H.D.C. PREMIUM LLC. (PRINT NAME HERE) TITLE

POWER OF ATTORNEY

I, _____, the undersigned Client, do hereby grant and appoint "H.D.C. Premium LLC. " located at 3400 Cottage Way Sacramento, CA. 95825 as my Attorney-In-Fact, ("Agent").

"H.D.C. Premium LLC." and acting agents shall have full power and authority to act on my behalf. This power and authority shall authorize "H.D.C. Premium LLC." to manage and conduct affairs and to exercise all of my legal rights and powers, including all rights and powers in the future. "H.D.C. Premium LLC." Powers should include, but not be limited to, the Power to:

1) Contact of Shipper & Broker on my behalf for cargo.
2) Transfer of Insurance paperwork (Carrier Packet, Rate Confirmations, Certificates, Invoices and All necessary paperwork to Shipper and Broker.

3) Sign and execute Rate Confirmations for Freight on my behalf. This 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.

"H.D.C. Premium LLC" shall not be liable for any loss that results from a judgment error that was made in good faith. However, "H.D.C. Premium LLC." 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 my Agent to indemnify and hold harmless any third party who accepts and acts under this document. "H.D.C. Premium LLC." shall be entitled to reasonable compensation of any services provided as my Agent. "H.D.C. Premium LLC." shall be reimbursed for all reasonable expenses incurred in connection with this Power of Attorney.

"H.D.C. Premium LLC." shall provide and account for all acts preformed as my Agent, if I so request or if such a request is made by any authorized personnel representing or fiduciary acting in my behalf. This Power of Attorney shall Become effective immediately This is a durable Power of Attorney. This Power of Attorney shall continue and is effective for the next 12 months. This Power of Attorney may be revoked by me at any time by providing a 30 day written notice to my Agent.

Full Name: _____ Signature: _____

Today's Date: _____