



Sales@asutechnologies.com

www.asutechnologies.com

1.405.235.2900

Dispatch Service Agreement

This agreement is made on _____ (date) between ASU Dispatch Technologies (USA Lining Inc.) which address is 1626 S Berry Rd, Norman, OK 73072 and _____. (MC _____) which address is _____, collectively referred to as (CLIENT or CARRIER) as follows:

1. DOCUMENTS

CARRIER must furnish DISPATCH with the following documents prior to the implementation of this agreement, via email at sales@asutechnologies.com

- Signed Dispatch Service Agreement
- Carrier Profile Form - A Signed W-9 Form
- Copy of Client's Authority (MC Letter) ***
- Copy of Owner Operator's and Driver's Driver License***
- Copy of Certificate of Insurance

2. CLIENT'S General Duties. CLIENT in a good manner will deliver consumer items and freight cargo items for brokers and customers and perform such other transportation and related services as may be necessary to serve. Customers Insurance safety and compliance during operation.

3. COMPANY'S General Duties. COMPANY will assist with all aspects of the freight booking process for a CLIENT. COMPANY will act as CLIENT'S non-exclusive representative when dealing with Brokers and complete any necessary documentation on behalf of CLIENT as outlined in Exhibit A.

4. Duration. This Agreement shall become effective on the date inserted in the first sentence of this agreement and shall remain in effect for a period of one (1) month. Thereafter, it shall be effective

from month to month unless sooner terminated in accordance with paragraph.

5. Termination. This Agreement may be terminated at any time: (a) by mutual consent; (b) by the insolvency of CLIENT due to non-payment as outlined in Exhibit B; (c) without cause upon either party giving the other (7) days written notice of termination; or (d) with cause upon the breach of this agreement by either of the parties.

6. Payment. CLIENT shall pay COMPANY for services provided as outlined in Exhibit B.

7. Equipment. CLIENT will provide its own equipment.

8. Insurance. CLIENT will carry at its own expense physical damage, bobtail, cargo and liability insurance upon any vehicles or other equipment used by it in carrying out its duties under this agreement.

9. Labor and Hold Harmless. CLIENT shall, at its own expense: (a) Accomplish the necessary labor of providing delivery services to BROKERS AND SHIPPERS, and (b) provide Workers Compensation and Employer's Liability Insurance only for the CLIENT EMPLOYEES. if necessary. CLIENT shall also be responsible for payment of wages and social security and withholding taxes for any of its employees. CLIENT shall hold COMPANY harmless from any liability resulting from injury or death of any persons including but not limited to driving, operating, repairing, maintaining, loading or unloading CLIENT'S equipment.

10. Safety and Compliance CLIENT is fully responsible and liable for safety and compliance of the operation. CLIENT shall hold COMPANY harmless from any liability resulting from safety and compliance violations.

11. Lost or Damage. CLIENT will be liable for loss or damage to items intended for transport, which are in CLIENT'S possession or under its dominion and control.

12. Control and Exclusive Use. In performing services under this agreement, CLIENT will direct the operation of any equipment in all respects and will determine the means of performance including but not limited to such matters as choice of any routes, points of service of equipment, rest stops, and timing and scheduling of customers deliveries. The parties intend to create an independent contractor relationship and not an employer-employee relationship.

13. Laws. CLIENT agrees to comply with all federal, state and local laws, rules, and regulations pertaining to its performance under this agreement.

14. Disclosure. COMPANY is not a freight broker, but an administrative agent acting as liaison between licensed motor carrier and licensed freight broker. Agreement between parties is non-exclusive, therefore COMPANY can service other carriers and CLIENT can use other dispatch services!

15. Notice. Any written notice required by the terms of this agreement shall be given either by email, personal delivery or by certified mail.

16. Invalidity. In the event any provision of the agreement shall be held to be invalid, it shall not affect the validity of the remainder of this agreement.

17. Complete Agreement. This agreement contains the entire understanding between the parties and supersedes any prior agreement between the parties concerning the subject matter of this agreement.

ACCEPTANCE BY CLIENT:

By: _____

EXHIBIT "A" OF DISPATCH SERVICE AGREEMENT

COMPANY's DESIGNATION:

By signing this Exhibit the Client provides written consent to the Company to act on their behalf as Dispatcher if necessary. In such capacity Company has the right to perform following duties:

- Contact Brokers on behalf of the Carrier to acquire information on available freight and conditions.
- Sign Broker-Carrier agreements on behalf of the Carrier just and only if the CLIENT approves.
- Negotiate the rates and sign rate confirmations on behalf of the Carrier.
- Set up accounts with leading load boards for the purpose of searching and "truck posting" for Carrier.
- Conduct communication with Freight Brokers on behalf of the Carrier.

Client's Acceptance:

I _____ have read and I understand and agree to the terms and conditions listed above.

Signature: _____ Date: _____

Dispatch Company Acceptance:

Signature: _____ Date: _____

EXHIBIT "B" OF DISPATCH SERVICE AGREEMENT

COMPANY's COMPENSATION:

By signing this Exhibit Client agrees to pay Company when paid as following (please select one):

----- 5% of the loads gross revenue booked by the Company for Client or if only back office required.----- (Total of 5% of the loads gross revenue booked by the Company from Monday through Sunday will be charged following Friday or any Date arrange by both parties to the Client's account and an invoice will be emailed, same with loads booked by Client that required just back office by the Company.)

----- \$249.00 weekly. "Pay in advance" flat fee per truck. ----- (Total of \$249.00 per truck will be charged every Monday to Client's, until this agreement is terminated.)

Client's Acceptance:

I _____ have read and I understand and agree to the terms and conditions listed above.

Signature: _____ Date: _____

Dispatch Company Acceptance:

Signature: _____ Date: _____

Carrier Profile

MC# _____ DOT# _____

Carrier name: _____

Physical address: _____

Mailing address: _____

Contact Name: _____

Phone #: _____ Fax #: _____

Trucks #: _____ Trailer #: _____

Driver's name: _____

Driver's phone #: _____

Factoring Name: _____

Factoring phone #: _____

REFERRAL

Please refer us (3) Owner Operators who you believe might benefit from our service. (It's not mandatory).

Name: _____

Phone: _____

Name: _____

Phone: _____

Name: _____

Phone: _____

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.

Credit Card Authorization Form

PLEASE PRINT OUT AND COMPLETE THIS AUTHORIZATION AND RETURN TO US.

All information will remain confidential.

Cardholder Name: _____

Billing Address: _____

Credit Card Type: _____ Visa _____ MasterCard _____ Discover _____ American Express

Credit Card Number: _____ - _____ - _____ - _____

Expiration Date: _____

Card Identification Number (last 3 digits located on the back of the credit card): _____

Amount to Charge: as per valid agreement between Cardholder and ASU Dispatch (USA Lining Inc.). I authorize ASU Dispatch Technologies to charge the agreed amount listed above to my credit card provided herein. I agree that I will pay for this purchase in accordance with the issuing bank cardholder agreement.

Cardholder – Print Name, Sign and Date Below:

Signed: _____

Dated: _____