



Phenex Logistics Inc.
7 Damian Court 1A
Rosedale, MD, 21237
Phone: (917) 326 - 0556
Fax: (410) 870 -8413
www.Phenexlogisticsinc.com

Dispatch - Carrier Agreement

This Agreement is made this _____ day of _____, 2021, by and between

PHENEX LOGISTICS INC. hereafter referred to as DISPATCHER, and Motor Carrier

_____, MC # _____, DOT# _____.

Hereinafter referred to as CARRIER. WHEREAS, DISPATCHER is a transportation dispatcher handling the necessary paperwork and freight rate negotiations between FREIGHT BROKERS, SHIPPERS and the CARRIER to secure "CARGO" for said CARRIER. DISPATCHER is not a PROPERTY BROKER nor acting as a PROPERTY BROKER to the CARRIER.

WHEREAS, CARRIER is a Motor Carrier subject to the jurisdiction of the ICC and FMCSA: NOW, THEREFORE, in consideration of the promises and covenants hereinafter contained it is mutually agreed by and between parties hereto as follows:

WHEREAS, the transportation service provided by CARRIER for Freight Shippers, whether on regulated, unregulated, or intrastate traffic, is intended by the Parties to be contract carriage between the CARRIER and Freight Shippers/ Holders as defined in 49 U.S.C. § 13102 (4) and §14101 (b) and not between DISPATCHER, and the Parties hereto intend that the contractual arrangement be continuous in nature until this agreement is, by its terms, terminated; and;

WHEREAS, both DISPATCHER and CARRIER enter into this Agreement for the purpose of providing and receiving specified services under specified rates and conditions, DISPATCHER and CARRIER deem it essential to their respective interest to establish and maintain an Independent Contractor relationship in the execution and performance of this agreement; and;

DISPATCHER is NOT responsible for the following: billing issues, load problems, advances (all advances will have to be handled directly between CARRIER and shipper/broker), handling and storage of paperwork (all documents will be sent to CARRIER, at CARRIER's expense), and DOT compliance issues;

NOW THEREFORE, for and in consideration of the mutual covenants and undertakings herein, and subject to the terms and conditions hereinafter set forth, the Parties hereto warrant, covenant and agree as follows:

CARRIER desires to retain DISPATCHER by executing a Limited Power of Attorney to find, negotiate, and procure freight for and dispatch.



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Motor Carrier to provide:

- 1) This AGREEMENT form completed dated and signed.
- 2) Copy of CARRIER's Motor Carrier Authority
- 3) Copy of Insurance Certificates, listing DISPATCHER as a certificate holder.
**DISPATCHER requires at least \$1,000,000 liability insurance and at least \$100,000 cargo coverage. **Power only carriers must also have \$40,000 non-owned trailer or interchange insurance
- 4) Completed IRS Form W-9
- 5) Company Profile Sheet (including a list of three established references)
- 6) Mobile Phone, Email and Contact
- 7) Internet Load Board and Account Access

CARRIER agrees to hold DISPATCHER harmless from any liability for personal injury or property damage occurring during operation conducted by CARRIER pursuant to this agreement.

CARRIER agrees that DISPATCHER, at great expense, has developed a broad customer base of shippers, receivers, and property brokers that is essential to the successful operations of his company. CARRIER and DISPATCHER agree that disclosure of the identity of one or more of the companies said customers to CARRIER constitutes valuable consideration. During the term of this AGREEMENT and for a period of two (2) years from its termination, CARRIER shall not, directly or indirectly, solicit or do business involving transportation or of a warehousing nature with any the company's customers who are serviced by CARRIER because of this AGREEMENT unless otherwise agreed by the parties in writing.

Carrier acknowledges that the customer information being provided by DISPATCHER is the sole and exclusive property of DISPATCHER and that neither it, nor any employee, agent, or subcontractor shall back-solicit, directly or indirectly, communicate or perform any service for compensations for any account of DISPATCHER which has previously tendered to CARRIER for transportation, nor shall it pass on or reveal any customer information obtained to any other person or company.

Solicitation prohibited under this AGREEMENT means participation in any conduct, whether direct or indirect, the purpose of which involves transportation and/or handling of property by CARRIER for which CARRIER does, or did in the past, provide such service for that customer under arrangements first made or procured by DISPATCHER. Solicitation includes conduct initiated or induced by CARRIER, or accepted by CARRIER, upon inducement by DISPATCHER efforts.



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If CARRIER should perform services of a transportation or warehousing nature for compensation for any DISPATCHER customer without prior documented authorization from DISPATCHER during the applicable time in violation of this AGREEMENT, CARRIER shall pay to DISPATCHER within ten (10) days of each such violation an amount equal to (25%) of all revenues invoiced by CARRIER to the solicited customer. Where a dispute or disagreement arises, both parties agree to tender the issue to binding arbitration **in the State of Maryland**.

CARRIER acknowledges that a breach of this provision will give rise to immediate and irreparable injury to DISPATCHER, which is inadequately compensated in damages. Accordingly, CARRIER agrees that DISPATCHER is entitled to obtain injunctive relief against the breach or threatened breach by CARRIER of this obligation, in addition to any other legal remedies, which may be available.

CARRIER further acknowledges that the precise damages DISPATCHER would sustain out of any breach of this covenant may be difficult to ascertain and agrees that it shall pay as damages, twenty-five (25) percent of the aggregate of all rates and charges assessed by CARRIER for transportation services provided to any account of DISPATCHER that is handled in contravention of this agreement, plus liquidated damages of ten thousand (\$10,000.00) dollars.

This agreement shall be deemed to be effective on the first date that CARRIER and DISPATCHER, commence business together, and the parties hereby agree that the provisions herein properly express and memorialize the complete understanding as contained in any prior agreement either written or verbal.

CARRIER will be responsible to comply with all applicable state and federal regulations pertaining to the operation of a motor carrier.

CARRIER gives DISPATCHER authority to provide his signature for rate confirmation sheets, invoices and associated paperwork necessary for securing cargo and billing purposes. The terms of this agreement shall be perpetual, provided that either party may terminate same by giving 30 days written notice to the other.



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POWER OF ATTORNEY

I, _____, the undersigned, do hereby grant to Phenex Logistics Inc., of 7 Damian Court Unit 1A, Rosedale, MD, 21237, as my attorney-in-fact, to receive on my behalf information from Direct Shippers and Property Brokers, and to sign freight rate confirmations on my behalf pertaining to such information:

This power of attorney will expire in twelve months from the date signed.

Signature of Motor Carrier

Address of Motor Carrier

MC# of Motor Carrier

The affiant being duly sworn affirms and says that he or she is the signer(s) of the foregoing power of attorney, and that he or she has read the foregoing power of attorney and understands its contents.

Motor Carrier Name: _____
Authorized Party: _____
Signature: _____
Date: ____ / ____ / ____



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Freight Dispatcher Load Finder Agreement

The effective date of this agreement is the _____ day of _____ 20____, by and between _____ hereafter referred to as the "CARRIER", and _____ hereafter referred to as the "LOAD FINDER."

- 1) CARRIER is a motor contract carrier of property authorized by Permit No. MC # _____, and USDOT # _____.
- 2) The relationship of the CARRIER and the LOAD FINDER shall, at all times, be that of an INDEPENDENT CONTRACTOR. Neither party shall be considered to be the agent or employee of the other. CARRIER is not at any time required to purchase or rent products, equipment or services from the LOAD FINDER.
- 3) Both the LOAD FINDER and the CARRIER understand that this agreement does not bind the respective parties to mutually exclusive service to each other. Rather, the LOAD FINDER may enter into similar agreements with other CARRIERS and the CARRIER may enter into similar agreements with other LOAD FINDERS.
- 4) CARRIER agrees that it shall be responsible for any loss, delay, destruction, theft, damage or liability, of whatever nature, which arises either from the transportation of any freight arranged for by the LOAD FINDER while being transported by the CARRIER or from CARRIER'S failure to promptly perform the transportation arranged by the LOAD FINDER and accepted by the CARRIER. CARRIER represents that its operations will comply with all applicable state and federal laws and regulations.
- 5) CARRIER will assume full responsibility for all salaries, insurance, taxes, pensions, premiums, contributions and benefits of CARRIER'S employees in the performance of this contract. CARRIER shall provide all trucks and equipment necessary to perform this agreement.
- 6) In the event loading and unloading times are delayed due to circumstances beyond reasonable control of the LOAD FINDER, there shall be no additional compensations to the CARRIER by the LOAD FINDER unless advance approval is made in writing by the LOAD FINDER and CARRIER. (A facsimile copy shall be sufficient to the same extent as an original). CARRIER will follow any reasonable special instructions the LOAD FINDER provides for the performance of this agreement. CARRIER will meet or exceed the usual and accepted industry standards in the transport of freight.
- 7) This agreement begins on the above date, for a period of one year, and automatically renews each year for a period of one year on the annual anniversary date of this agreement; except it terminates in the event of any of the following reasons:
 - A) LOAD FINDER ceases business;
 - B) CARRIER ceases business;
 - C) Either parties give ten (10) days written notice of termination of this agreement



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RATES AND CHARGES/BILLING: LOAD FINDER will invoice and CARRIER will pay for the above transportation services performed on the basis of the rate of five percent (10%) of the tendered rate shown on separate LOAD RATE CONFIRMATION sheet. Payment to LOAD FINDER by CARRIER shall be complete and final without recourse. CARRIER will pay within fifteen (15) days of invoice or on written agreement between LOAD FINDER and CARRIER. A facsimile copy shall be sufficient to the same extent as an original). A FIFTEEN DOLLAR (\$15) late fee will be assessed daily for all late payments.

PAYMENT AGREEMENT: LOAD RATE CONFIRMATION must be signed and returned via fax on each load moved to the LOAD FINDER.

- a) CARRIER must call LOAD FINDER when loaded with any information requested by Freight Broker or Shipper (such as Bill of Lading number, pieces and weight).
- b) CARRIER must call LOAD FINDER when load is delivered to confirm delivery accepted without exception or other problem.
- c) Any exception upon delivery must be immediately conveyed to LOAD FINDER before the driver leaves the consignee's facility.
- d) It is the responsibility of the CARRIER to complete the carrier package from the freight broker or shipper.
- e) It is the responsibility of the CARRIER to maintain the minimum insurance levels as prescribed by the F.M.C.S.A and by the freight broker or shipper.
- f) In the event the CARRIER wishes the LOAD FINDER to complete the Set-Up Carrier Packages, the LOAD FINDER will then assume the role of FREIGHT DISPATCHER this will result in additional charges of \$25 per completed package. (\$25) INITIALS
- g) The CARRIER authorizes the LOAD FINDER to execute and sign the SET-UP PACKAGES / RATE CONFIRMATIONS on his behalf to acquire the load. INITIALS
- h) CARRIER must agree to hold [REDACTED] harmless.

INDEMNIFICATION: CARRIER shall defend, indemnify, and hold LOAD FINDER harmless from and against all loss, liability, damage, delay, claim, fine, cost or expense, including reasonable attorneys' fees, arising out of or in any way related to the performance or breach of this agreement by CARRIER, its employees or independent contractors working for CARRIER (collectively the "Claims"), including, but not limited to, claims for or related to personal injury (including death), property damage and claims related to; or arising out of CARRIER'S possession, use, maintenance, custody or operation of the equipment used for providing transportation services. CARRIER'S liability under this indemnification shall not be limited by the insurance coverage's required.



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ENTIRE AGREEMENT: This agreement constitutes the entire agreement between LOAD FINDER and CARRIER and may not be amended, modified, or waived except by written agreement, signed by LOAD FINDER and CARRIER. This contract cannot be changed, modified, limited, or supplemented by reference to any CARRIER rates, rules, classification, practice schedule or tariff. Additional services other than mentioned above, i.e., research, form completion will be invoiced at the rate of **(\$25)** per hour, a **(2)** hour minimum service charge to apply.

DATE OF AGREEMENT EXECUTION: LOAD FINDER and CARRIER have executed this agreement as of the day and year first above written.

By: _____	By: _____
_____LOAD FINDER	_____CARRIER
Phone: ----- _____	Phone: ----- _____
Fax: ----- _____	Fax: ----- _____
Email: _____	Email: _____
Website: _____	Website: _____



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Dear Carrier Partner,

To be certain we have an accurate profile of your organization and full knowledge of your transportation services and needs, complete the carrier profile below and return all required documents.

Please Email All Paperwork To: dispatch@phenexlogisticsinc.com

REQUIRED DOCUMENTS

- ✓ Copy of Workmen's Compensation and or Occupational/Accidental Policies
- ✓ I.C.C. Operating Authority
- ✓ IRS W9 - Signed / Dated
- ✓ Certificate of Canadian Authority
- ✓ Signed Carrier Contract
- ✓ Completed Carrier Profile
- ✓ Completed Safety Evaluation Form (**Unrated Carriers**)
- ✓ New Entrant Safety Audit Report (**Unrated Carriers**)
- ✓ **CARB** Compliance Certificates.

Minimum Insurance Coverage
 for Motor Carriers is:

CARGO - \$100,000
BI / PD - \$1,000,000

CARRIER PROFILE

Legal Company Name **DBA**

Physical Address

City **State** **Zip**
 (____) _____ - _____ (____) _____ - _____

Telephone **Facsimile**

Do you **FACTOR** your receivables through a 3rd party factoring company? Yes No . If "**YES**" please list contact information below.

Factoring Company Name **Contact**
 (____) _____ - _____ (____) _____ - _____
Telephone **Facsimile**

Physical Address

City **State** **Zip**

LIST THE FOLLOWING CONTACTS

Owner (After Hours) (____) _____ - _____
 _____ **Telephone**

MC # **DOT#**

SCAC **Federal ID #**

Equipment List

 Van Reefer Flats SD DD / RGN



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Automatic Payment Authorization

_____, owner of _____ (“Carrier”), hereby authorizes TAFS, INC (“Factor”) to deduct _____ Percent (_____ %) from each invoice purchased by Factor. Carrier agrees these funds will be placed in an escrow account by Factor to be disbursed weekly to _____ (“Dispatcher”) as payment for dispatching services provided by Dispatcher to Carrier.

This agreement may be cancelled at any time via written notice to all parties.

Carrier: _____	Dispatcher: _____
MC # _____	Signature: _____
Signature: _____	Date: ____/____/____
Date: ____/____/____	



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Credit Card Payment Authorization

Cardholder Name: _____

Billing Address: _____

Credit Card Type: _____ Visa _____ M/C _____ Discover _____ Amex

Credit Card Number: _____

Expiration Date: ____ / ____

Cvv Code: _____ (Last 3 Digits Located On The Back Of The Credit Card)

Amount To Charge: \$ _____ (Usd)

I authorize _____ to charge the amount listed above to the credit card provided herein. I agree to pay for this purchase in accordance with the issuing bank cardholder agreement.

Cardholder – Please Sign And Date

Signature: _____

Print Name: _____

Date: ____ / ____

Return The Completed And Signed Form To The Following:

Freight Dispatcher Company Name

Business Phone: (____) _____ - _____

Business Fax: (____) _____ - _____

Email Address: _____