

Before you begin, have these ready to upload:

- W-9 (current year)
- Operating Authority (MC/US DOT)
- Certificate of Insurance (COI) — \$1M Auto Liability & \$100K Cargo
- NOA (Notice of Assignment) if you factor

Tip: PDFs or clear photos (JPG/PNG) work best.

FREIGHT DISPATCH AGREEMENT

This Agreement ("Agreement") is between Smart Dispatch and Carrier name

1. Recitals

1. Carrier wishes to engage Smart Dispatch to help find, negotiate, and dispatch freight that matches Carrier's equipment, lanes, and revenue goals. Carrier agrees to provide a signed Limited Power of Attorney (LPOA) so Smart Dispatch can exchange documents and confirm accepted loads.
2. Smart Dispatch acts as a dispatcher and document facilitator between shippers/brokers and Carrier and is not a motor carrier or the broker of record for Carrier's loads.
3. Before services begin, Carrier will provide: signed LPOA; Operating Authority (MC/US DOT); insurance certificates showing minimum \$1,000,000 Auto Liability and \$100,000 Cargo; signed W-9; and this executed Agreement.

2. Scope of Work

2.1 What Smart Dispatch Will Do

- Source freight that fits Carrier's equipment, lanes, schedule, and revenue targets.
- Upon Carrier's acceptance, submit Carrier's Authority, W-9, and COI to tender the load; request COIs when needed.
- Coordinate pickup and delivery appointments and provide available shipper/consignee details from the tendering party.
- Assist with routine in-transit issues within dispatch capability; Carrier retains full operational control.
- Maintain load records and provide Carrier access to documentation.
- Consider services complete after forwarding the final rate/load confirmation and returning related documents to Carrier.

2.2 What's Not Included

- Equipment operations, repairs, or maintenance.

- Collections or financing between Carrier and shipper/broker.
- DOT/FMCSA compliance management or safety program administration.

3. Dispatcher Responsibilities

- Prepare and transmit paperwork to tender loads to Carrier for interstate transport.
- Use good-faith efforts to keep Carrier's equipment loaded profitably.
- Offer every potential load to Carrier; Carrier may accept or decline.
- Invoice Carrier at time of service and provide copies of each billed rate confirmation.

Smart Dispatch does not assume financial or legal responsibility for transactions between Carrier and shipping parties.

4. Carrier Responsibilities

- Authorize Smart Dispatch (via LPOA) to sign rate confirmations the Carrier has accepted and to submit required documents to secure freight.
- Collect payment directly from broker/shipper per agreed terms following delivery and proof of delivery.
- Handle delays, OS&D, claims, detention, and collections directly with shipping parties unless separately arranged in writing.
- Maintain compliance with all applicable laws, regulations, safety requirements, and insurance policies.
- If a freight broker requires live tracking of the load, the driver must comply with the broker's tracking requirements.

5. Compensation & Billing

- Carrier agrees to pay a dispatch fee equal to a percentage of the gross load revenue or a fixed amount as documented during onboarding.
- Smart Dispatch invoices each Friday for loads hauled that week and sends payment confirmation once processed.
- Payment is due within 5 days of invoice. Smart Dispatch will automatically draft the payment method on file each Tuesday.
- Unpaid balances may incur reasonable late fees and collection costs as permitted by law.

6. Limited Power of Attorney (LPOA)

6.1 Purpose

- Confirm Carrier-approved load acceptance by signing rate confirmations negotiated with shippers/brokers.

- Transmit Carrier's Authority, W-9, COI, and related documents required to secure freight.
- Respond to routine document requests to meet industry and broker requirements.

6.2 Limits

- No authority to enter contracts outside dispatch functions, make financial commitments, alter insurance, or assume operational control.

6.3 Safeguards & Revocation

- Carrier retains full ownership and operational control at all times.
- Carrier may revoke the LPOA at any time by written notice to Smart Dispatch.

7. Cargo Loading Procedures & Responsibilities

7.1 Procedures

- Secure cargo to prevent leaks, spills, blow-offs, falls, or shifts; keep securement systems in good working order.
- Restrain rolling articles with chocks, wedges, or cradles; follow FMCSA commodity-specific securement rules.
- Ensure cargo remains on the vehicle during deceleration of 20 ft/sec²; mark protruding loads as required.

7.2 Responsibilities

- Drivers verify load distribution, securement, and visibility; inspect within the first 50 miles and at required intervals or status changes.
- Sealed or otherwise impractical-to-inspect loads may be exempt from inspection duties.
- Shippers may be responsible for negligent improper loading; latent or undiscoverable defects limit Carrier liability.

8. Disclaimer & Limitations

Smart Dispatch is not responsible for billing issues, advances, DOT compliance, detention or delays, OS&D or claims, or long-term document storage beyond returning copies to Carrier unless otherwise agreed in writing. To the maximum extent allowed by law, Smart Dispatch's aggregate liability under this Agreement is limited to the total dispatch fees paid by Carrier in the three months preceding the event giving rise to a claim.

9. Governing Law

This Agreement is governed by the laws of the State of South Carolina, without regard to conflict-of-law principles.

10. Venue

Exclusive venue and jurisdiction lie in the state or federal courts located in Fort Mill County, South Carolina.