



DISPATCH & CARRIER AGREEMENT

This AGREEMENT is made as of this _____ day of _____ 20____ between *Charm Logistics (Charms Trend Trading LLC)* [DISPATCH], and a transportation Carrier Agent, _____, licensed by the FMCSA as an interstate carrier of property holding authority, MC # _____ [CARRIER]. The DISPATCH and the CARRIER have, upon due consideration, determined that a contract agreement to their mutual advantage and best interest, they hereby agree to the following terms and conditions:

1. REQUIRED DOCUMENTS

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

- Dispatch Carrier Agreement
- Copy of Client's Authority (MC Permit)
- A signed W-9 form (MUST REQUIRED)
- Copy of Owner Operator's Driver's License
- Certificate of Insurance

2. RELATIONSHIP

The relationship of CARRIER to DISPATCH shall, at all times, be that of an independent contractor. DISPATCH agrees to solicit, and offers freight transportation shipments for CARRIER from and to such locations between service may be required, subject to the availability of suitable equipment. DISPATCH shall be the agent for CARRIER for searching for loads, booking them, dispatching, handling all paperwork directly with the broker and/or shipper.

3. TERM

The term of this AGREEMENT shall be effective as of the date hereof, and shall continue thereafter for a term of one (1) week of such date, and automatically renew from week to week.

4. DISPATCH SERVICE METHOD

DISPATCH's objective is to design a proactive logistic plan a week in advance, based on CARRIER's territory preference. The plan is influence by the current situation on the market and/or region, in order to take advantage of the most profitable loads. DISPATCH's logistics coordinators (dispatchers) will find loads that best match CARRIER's preference, and communicate such options with CARRIER and/or it's driver. Once CARRIER agrees to accept the load, DISPATCH will send all necessary and required supporting documents to the broker/shipper. Once the load confirmation is received, it is forward to CARRIER, for its records. DISPATCH agrees to "assist" CARRIER with any load issues, road assistance, advances, paperwork, and/or billing issues.

2423 147TH Ave Miami FL 33185
info@charmlogistics.com
Phone: (734) 245-2468



5. MEMBERSHIP SERVICE PLAN

Please tick one of the following;

CARRIER agrees to pay DISPATCHER \$ _____ a week of the Contract's face value between the SHIPPERS, CARRIER as providing load options to the carrier a week.

OR

CARRIER agrees to pay DISPATCHER (____%) percent of the Contract's face value between the SHIPPER, CARRIER as stated on the load confirmation sheet.

6. COMPENSATION

The amount due to DISPATCH, will be automatically deducted from a factoring company or Debit/Credit Card or weekly invoice provided by CARRIER on this agreement. By the end of the business day of receiving the load confirmation from brokers/shippers, DISPATCH will charge the send invoice or Debit/Credit Card on file for the agreed service rendered. DISPATCH charge shall be refundable in case the load gets cancelled by broker/shipper for any reason. However, if the load gets canceled by CARRIER for any reason, (i.e. breakdown, etc.) CARRIER will not receive credit for the load in question and **will still be responsible for the percentage of load amount that was canceled.** A **\$50 cancellation fee will be applied and must be paid in full before booking the next load for the carrier,** if the carrier does not communicate with the dispatcher that he or she will not be working the day the load was scheduled for pickup. Every Sunday before 6pm EST, it is the CARRIER responsibility to communicate with DISPATCH his or her working days for the week commencing. If the DISPATCHER does not hear from the CARRIER by 6PM EST of each Sunday, DISPATCHER will assume CARRIER is available for coming Monday.

7. NON-SOLICITATION

CARRIER agrees that it will not solicit traffic from any shipper, consignor, or customer of DISPATCH where the CARRIER transports loads, or is made aware of such traffic, as a result of DISPATCH's efforts. It is further agreed that this non-solicitation provision shall be in force and effect during the term of this AGREEMENT and for a period of one (1) week from the date of the termination of this AGREEMENT for any reason. In the event of non-compliance with the specific provisions of this paragraph, CARRIER upon discovery of breach, be liable to DISPATCH for 100 percent (100%) of the gross transportation revenue received by CARRIER from said shipper(s) within one (1) week after the date of termination of this AGREEMENT.

8. BILLS OF LADING

Each shipment will be evidenced by a bill of lading issued by other brokers/shippers. Such bills of lading or receipts or invoices are however, for the sole purpose of evidencing receipt for the goods.

9. EQUIPMENT

CARRIER agrees to provide, operate and maintain in good working condition, motor vehicles and all allied equipment necessary to perform the Transportation Schedule in a safe, efficient and economical manner.

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10. DRIVERS

CARRIER agrees to provide properly qualified, trained and licensed drivers and other personnel to perform the transportation and related services under this Agreement and each transportation schedule in a safe, efficient and economical manner. CARRIER's personnel are expected to conduct themselves in a professional manner at all times, and shall ascertain and comply with all of Customer's facility rules and regulations while on Customer's premises.

If a driver is going on vacation or needs time off it needs to be communicated with the DISPATCHER, also the days needed off and day/date the carrier will resume working. So, CARRIER can be removed from the worklist for those days. If the carrier does not communicate US\$50 cancellation fee will be applied. The CARRIER will provide the places they are willing to travel along with a rate per mile. The DISPATCH will try it's best to find a load as per requirement.

11. FREIGHT LOSS, DAMAGE OR DELAY

CARRIER shall have the sole and exclusive care, custody and control of the shipper's property from the time it is picked up for transportation, until it is delivered to the destination. CARRIER assumes the liability of a common carrier for loss, delay, damage to or destruction of any and all of a shipper's goods or property while under CARRIER's care. Payments by CARRIER to DISPATCH or its customer, pursuant to the provisions of this section, shall be made within thirty (30) days following receipt by CARRIER of DISPATCH's or customer's invoice and supporting documentation for the claim.

12. SUB-CONTRACT PROHIBITION

CARRIER specifically agrees that all freight tendered to it by DISPATCH shall be transported on equipment operated only under the authority of CARRIER, and that CARRIER shall not in any manner sub-contract, broker, or in any other form arrange for the freight to be transported by a third party without the prior written consent of DISPATCH.

13. INDEMNIFICATION

CARRIER agrees to indemnify, defend and hold DISPATCH and its customer (including their officers, directors, employees, subcontractors and agents) harmless from and against any and all liabilities, damage, fines, penalties, costs, claims, demands and expenses of whatever type or nature. CARRIER shall be responsible for and agrees to indemnify DISPATCH for any and all personal injury, property damage, loss, claim, injury, obligation or liability arising from CARRIER's actions, behavior or transportation pursuant to this agreement.

14. GOVERNING LAW, JURISDICTIONS AND VENU

This agreement shall be governed by and constructed in accordance with laws of the State of Missouri both as interpretation and performance. DISPATCH and CARRIER hereby consent to and agree to submit to the jurisdiction of the federal and State courts located in Jackson County, Missouri in connection with any claims or controversies arising out of this Agreement.

15. ADDITIONAL PROVISIONS

In the case of insufficient funds or credit card decline, there is a built in grace period of 7 days after the due date, before the account is subject to suspension. In which case, the account must be paid current and is subject to a reinstatement fee of \$100.

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COMPANY PROFILE

Instructions: Please complete this form giving us all the information. The better informed we are, the better we will be able to assist you. This form should be updated at any time by notifying us. This information is for our use only and will not be released to any third party without your express written permission.

1. CARRIER INFORMATION

COMPANY _____

ADDRESS: _____

CITY: _____ ST _____ ZIP _____

CONTACT: _____ PHONE: _____

E-MAIL: _____ FAX: _____

MC # _____ DOT # _____ EIN/SS # _____

SCAC # _____ TWIC # _____ HAZMAT# _____

2. EQUIPMENT SECTION:

NUM. OF TRUCKS: _____

NUM. OF TRAILERS: _____ VAN _____ REEFER _____ FLATBED _____ Straight Box, Cargo Van, Sprinter _____ OTHER _____

FACTORING INFORMATION

If you use factoring service, please provide the following information. This will ensure that we only use brokers approved by your factoring company. If you don't have a factoring, we can get you set up with a factoring company.

FACTORING _____ WEB _____

ADDRESS _____ CITY _____ ST _____ ZIP _____

CONTACT _____ EMAIL _____

PHONE # _____ FAX# _____



IN WITNESS WHEREOF,

the parties hereto have executed this Agreement as of the date first above written.

DISPATCH:

CARRIER:

Company: Charm Logistics

Company: _____

Contact: Zafar Malik

Contact: _____

Designation: Director of Operations

Designation: _____

Signed

Signed _____

Date ____/____/____

Date ____/____/____