



Dispatch + Carrier
AGREEMENT

(800) 484-0212

dispatch@theinterstatechief.com

WWW.THEINTERSTATECHIEF.COM

Welcome to the team of The Interstate Chief!

We are pleased that you have decided to grant us the permission to act as your dispatching service. We understand how important your business is to you and as such, we will represent your company with integrity, professionalism and pride in all that we do!

Prior to the implementation of this agreement, please complete, sign and return the following documents either by email to dispatch@theinterstatechief.com , or via fax to (800) 484-0212.

DOCUMENTS

- _____ Dispatch+Carrier Agreement
- _____ Limited Power of Attorney form
- _____ Carrier Profile Sheet
- _____ Truck+Driver's Info Form
- _____ Copy of Carrier's MC (Authority)
- _____ Copy of CDL license for each driver being dispatched
- _____ A signed W-9 form
- _____ Copy of insurance certificate

*** We require at least \$100,000 in cargo coverage and \$1,000,000 in liability insurance.

Once your paperwork is received and processed, your personalized dispatcher will begin to locate loads for you and will have a route planned out within 24-48 hours. You will also receive the log-in information to your very own carrier portal (InnoPortal), which will give you a streamlined and efficient way of keeping track of all of your scheduled loads and other pertinent information.

For questions or concerns regarding this agreement, please send an email to: dispatch@theinterstatechief.com.

Thank you for choosing The Interstate Chief as your freight dispatching and logistics service!

Dispatch + Carrier

AGREEMENT

1. RECITALS

This Agreement is made as of this _____ day of _____ 20____ by and between The Interstate Chief, LLC, hereinafter referred to as “DISPATCH”, and Motor Carrier, _____, licensed by the FMCSA as an interstate carrier of property holding authority, MC# _____ and/or DOT# _____, hereinafter referred to as “CARRIER”. CARRIER desires to retain DISPATCH by way of executing a Limited Power of Attorney form to find, secure and dispatch freight for CARRIER’s equipment. DISPATCH and CARRIER have, upon due consideration, determined that an Agreement to their mutual advantage and best interest has been formed, and thereby agrees to the terms and conditions listed within this Agreement.

2. RELATIONSHIP

The relationship of CARRIER and DISPATCH shall, at all times, be that of an independent contractor. DISPATCH shall be the agent working on behalf of CARRIER to: search for loads, book/dispatch loads, and handle all paperwork that is required to be completed with brokers and/or shippers. DISPATCH is not a freight broker and is not acting in the capacity of a freight broker for the CARRIER.

3. TERM AGREEMENT

The term of this Agreement shall be effective upon the date signed by both parties to this Agreement and shall continue thereafter for a term of seven (7) days of such date, and automatically from week to week thereafter, subject to the right of either party hereto to cancel the Agreement at any time upon not less than seven (7) days written notice by one party to another. CARRIER must send notification of intent to discontinue services with DISPATCH either via email at dispatch@theinterstatechief.com or via a letter faxed to (800) 484-0212.

4. RATE AGREEMENT

10%

Flat fee of 10% of the gross rate of each load.

5. DEDICATED LANES

All dedicated lanes obtained by DISPATCH are subject to the flat rate of 10% for the duration of the length of the dedicated lane contract term.

6. DISPATCH SERVICE AGREEMENT

DISPATCH’s objective is to design a proactive logistics plan based on the CARRIER’s individualized preference(s). The logistics plan is influenced by the current situation of the freight market and/or region, which DISPATCH will research daily. DISPATCH will find loads that best match the CARRIER’s preferences and will communicate such

options with the CARRIER and/or its driver(s). Once the CARRIER agrees to accept the load, DISPATCH will send all necessary and required supporting documents to the broker or shipper. Once the rate confirmation is received, it will be forwarded to the CARRIER for their records.

DISPATCH agrees to:

- Find freight that best matches profile for CARRIER.
- Contact CARRIER with load matches and go over options.
- Fax to broker/shipper the CARRIER's Authority, W-9, proof of insurance, and order insurance certificates, along with any other required supporting documentation upon the CARRIER agreeing to take a load.
- Provide the driver with all dispatch instructions for pickup, transit and delivery. Dispatch instructions are streamlined through the InnoPortal app.
- Assist with any problems that arise during the transit of the load within our capabilities. The CARRIER is responsible for its own equipment. We will put forth our best effort to direct CARRIER to a service that might be of help.
- Forward the final load confirmation and email all documentation to the CARRIER, concluding that all services have been performed in full.

7. COMPENSATION

CARRIER agrees to pay a total of 10% of the loads gross revenue booked by DISPATCH on a weekly basis. DISPATCH uses a calendar week of Sunday-Saturday for invoicing purposes. The amount due to DISPATCH will be invoiced via email at 9:00am EST every Sunday after all loads have been performed for the week. The payment is due by 9:00am EST every Monday. Payments may be submitted directly through the invoice via credit/debit card OR via PayPal or Zelle using the following email: dispatch@theinterstatechief.com. Payments made after 9:00am EST on any given Monday are subject to a \$100.00 late fee, which must be paid in addition to the original invoice amount. After 30 days the account may be placed for collection. All payment terms set forth by DISPATCH are final.

8. REFERRALS

DISPATCH agrees to offer CARRIER the incentive of a \$100.00 referral fee for each additional carrier that is referred for dispatching services. The referred client must retain dispatching services for four (4) full calendar weeks, at which point the \$100.00 referral fee will be applied as a deduction from CARRIER's standard weekly invoice on the fifth (5th) calendar week.

9. BILL OF LADING

Each shipment will be evidenced by a bill of lading issued by the receiving facility. CARRIER is responsible for submitting Bill of Lading to DISPATCH immediately upon request. Bill of ladings can be uploaded directly to the InnoPortal app.

10. 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.

11. SUB-CONTRACT PROHIBITION

CARRIER specifically agrees that all freight booked by DISPATCH shall be transported on equipment operated only under the authority of the 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.

12. DRIVERS

CARRIER agrees to provide properly qualified, trained, and licensed drivers 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.

13. FREIGHT LOSS, DAMAGE, OR DELAY

It will be the responsibility of the CARRIER to handle directly with the shipping party any: overages, shortages, damages, or billing and collections issues. In no event will DISPATCH 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. CARRIER will 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, or destruction of any and all of shipper's goods or property while under the CARRIER's care. This includes but is not limited to loading and unloading problems or issues, delays, overages, shortages, damages, and billing and collection issues and hours of services. Payments owed to DISPATCH by CARRIER, pursuant to the provisions of this particular section, shall be made within thirty (30) days following receipt of customer's invoice and supporting documentation for the claim.

14. 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. CARRIER shall be responsible for and agrees to indemnify DISPATCH from any and all: personal injury, property damage, loss, claim, injury, obligation, or liability arising from CARRIER's actions pursuant to this Agreement.

15. DISCLAIMERS

DISPATCH is NOT responsible for:

1. Billing Issues.
2. Load problems.
3. Advances.
 - All advances will have to be handled directly between CARRIER and shipper or broker.
4. DOT compliance issues.
5. Spike insurance.
6. Processing the factoring of any booked loads. This is the sole responsibility of the owner operator or fleet owner.
 - If CARRIER would like DISPATCH to complete the factoring of booked loads, CARRIER agrees to communicate that request to DISPATCH by sending an email to dispatch@theinterstatechief.com.

16. GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be governed by and construed in accordance with laws of the State of New York 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 Albany County, New York in connection with any claims or controversies arising out of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the first date written.

_____ (Print Company Name)	The Interstate Chief, LLC _____ (Print Company Name)
_____ (Signature of Carrier)	_____ (Signature of Dispatch)
_____ (Print Carrier's Name)	_____ (Print Dispatch Name)
CARRIER _____ (Title)	OWNER/INDEPENDENT FREIGHT DISPATCHER _____ (Title)

Limited Power of Attorney

This Limited Power of Attorney Agreement is made effective on _____ (date) between The Interstate Chief, LLC, a company established under the laws of the State of New York and hereinafter referred to as DISPATCH, and _____ (Motor Carrier Company), with a MC# _____ and/or DOT number of _____, hereinafter referred to as CARRIER. CARRIER hereby appoints DISPATCH as Attorney-in-Fact. DISPATCH's agents shall have full power and authority to act on CARRIER's behalf. This power and authority shall authorize DISPATCH to manage and conduct affairs and to exercise all rights and powers for the specific purpose of contracting loads of freight to be hauled by CARRIER. CARRIER is giving and granting said dispatcher of The Interstate Chief, LLC full power and authority to do and perform every and all act that is necessary within the scope of the specific terms set out herein. DISPATCH's powers shall include, but not be limited to the power to:

- Provide professional dispatch services, including the power to contact drivers, shippers, and brokers on CARRIER's behalf for cargo
- Transfer paperwork such as carrier packets, rate confirmations, insurance certificates, invoices, and all other necessary paperwork to shippers and brokers
- Sign and execute rate confirmations and other related documents for freight

DISPATCH shall not be liable for any loss that results from a judgment error that was made in good faith, however, DISPATCH 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 DISPATCH to indemnify and hold harmless any third party who accepts and acts under this document.

This power 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. This Power of Attorney shall become effective immediately and shall remain in full force until revoked by CARRIER in writing. CARRIER understands that such revocation is to be sent in writing, by emailing dispatch@theinterstatechief.com. CARRIER understands that should a written revocation be sent to dispatch@theinterstatechief.com, a confirmation/receipt of the email will be sent in response to CARRIER.

In witness whereof, the parties hereto have executed this Agreement as of the date first written.

_____ (Print Company Name)	The Interstate Chief, LLC _____ (Print Company Name)
_____ (Signature of Carrier)	_____ (Signature of Dispatcher)
_____ (Print Carrier's Name) CARRIER	_____ (Print Dispatcher Name) OWNER/INDEPENDENT FREIGHT DISPATCHER
_____ (Title)	_____ (Title)

Carrier Profile Sheet

Completing this form will assist us in finding and securing loads and lanes that best suit the needs of your company. The better informed we are, the better we will be able to assist you. This form can be updated at any time. This information is for our use only and will not be released to any third party without your express written permission.

PART 1: CARRIER INFORMATION SECTION

COMPANY NAME: _____

DBA (If Any): _____

PHYSICAL ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

MAILING ADDRESS _____

CITY: _____ STATE: _____ ZIP: _____

MAIN CONTACT NAME: _____

E-MAIL: _____

PHONE: _____ FAX # _____

EMERGENCY CONTACT (OPTIONAL): _____

EMERGENCY PHONE: _____

MC#: _____ DOT#: _____

EIN# _____

SCAC CODE _____ TWIC CERTIFIED _____

HAZMAT CERTIFIED _____

PART 2: EQUIPMENT SECTION

NUMBER OF TRUCKS: _____

NUMBER OF TRAILERS: _____

DRY VANS: _____ REEFERS: _____ FLATBED: _____ OTHER: _____

TRAILER SIZES: VAN: _____ REEFER: _____ FLATBED: _____

OTHER: _____

DETAILED DESCRIPTION OF EQUIPMENT (I.E. PALLETS, TARPS, OVERSIZE AND WEIGHT LIMITS):

PART 3: SERVICE AREAS OF OPERATION (PLEASE CHECK ALL THAT APPLY)

United States: All 48 states (USA)

AL	<input type="checkbox"/>	AR	<input type="checkbox"/>	AZ	<input type="checkbox"/>	CA	<input type="checkbox"/>	CO	<input type="checkbox"/>	CT	<input type="checkbox"/>	DE	<input type="checkbox"/>	FL	<input type="checkbox"/>	GA	<input type="checkbox"/>	IA	<input type="checkbox"/>	ID	<input type="checkbox"/>	IL	<input type="checkbox"/>
IN	<input type="checkbox"/>	KS	<input type="checkbox"/>	KY	<input type="checkbox"/>	LA	<input type="checkbox"/>	MA	<input type="checkbox"/>	MD	<input type="checkbox"/>	ME	<input type="checkbox"/>	MI	<input type="checkbox"/>	MO	<input type="checkbox"/>	MN	<input type="checkbox"/>	MS	<input type="checkbox"/>	MT	<input type="checkbox"/>
NC	<input type="checkbox"/>	ND	<input type="checkbox"/>	NE	<input type="checkbox"/>	NH	<input type="checkbox"/>	NJ	<input type="checkbox"/>	NM	<input type="checkbox"/>	NV	<input type="checkbox"/>	NY	<input type="checkbox"/>	OH	<input type="checkbox"/>	OK	<input type="checkbox"/>	OR	<input type="checkbox"/>	PA	<input type="checkbox"/>
RI	<input type="checkbox"/>	SC	<input type="checkbox"/>	SD	<input type="checkbox"/>	TN	<input type="checkbox"/>	TX	<input type="checkbox"/>	UT	<input type="checkbox"/>	VA	<input type="checkbox"/>	VT	<input type="checkbox"/>	WA	<input type="checkbox"/>	WI	<input type="checkbox"/>	WV	<input type="checkbox"/>	WY	<input type="checkbox"/>

PART 4: RATE INFORMATION

Please provide us with your ideal (reasonable) rate per mile request. We understand that many factors will change this information, but this will give us a starting point.

IDEAL RATE PER MILE: \$ _____

IDEAL WEEKLY GROSS MINIMUM \$ _____

COMMENTS/ADDITIONAL PREFERENCES:

PART 5: FACTORING INFORMATION SECTION

If your trucking company utilizes a factoring service, please provide us the information listed below. This will ensure that we only use brokers that are approved by your factoring company.

FACTORING COMPANY NAME: _____

ADDRESS: _____

CITY _____ STATE _____ ZIP _____

CONTACT NAME: _____

PHONE: _____ FAX: _____

WEBSITE: _____ EMAIL: _____

PART 6: INSURANCE INFORMATION SECTION

INSURANCE CARRIER: _____

ADDRESS: _____

CITY _____ STATE _____ ZIP _____

CONTACT NAME: _____

PHONE: _____ FAX: _____

WEBSITE: _____ EMAIL: _____

PART 7: REFERRAL'S (OPTIONAL)

Please list three (3) owner operators who you believe might benefit from our dispatching service.

Name: _____ Cell: _____

Name: _____ Cell: _____

Name: _____ Cell: _____

PLEASE USE THE FOLLOWING SECTION TO BETTER DESCRIBE YOUR COMPANY.
PLEASE INCLUDE SPECIAL TERMS AND CONDITIONS AND/OR ANYTHING WE SHOULD
CONSIDER WHILE SEARCHING FOR AND BOOKING LOADS FOR YOUR COMPANY.



Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
 See Specific Instructions on page 3.

<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate </p> <p> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ </p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p> <input type="checkbox"/> Other (see instructions) ▶ _____ </p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p>6 City, state, and ZIP code</p> <hr/> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number												
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> </tr> <tr> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> </tr> <tr> <td style="border: 1px solid black;"> </td> <td style="border: 1px solid black;"> </td> <td style="border: 1px solid black;"> </td> <td style="border: 1px solid black;"> </td> </tr> </table>					-	-	-	-				
-	-	-	-									
or												
Employer identification number												
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> </tr> <tr> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> </tr> <tr> <td style="border: 1px solid black;"> </td> <td style="border: 1px solid black;"> </td> <td style="border: 1px solid black;"> </td> <td style="border: 1px solid black;"> </td> </tr> </table>					-	-	-	-				
-	-	-	-									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.