

BLUE ANT LOGISTICS LLC

DISPATCH SERVICE AGREEMENT

This Agreement for Dispatching services is made this ____ day of _____, 2023, between Blue Ant Logistics LLC (hereinafter referred to as DISPATCHER) and _____ (hereinafter referred to as CARRIER) as follows;

- 1. CARRIER'S General Duties.** CARRIER in good manner and intentions will deliver **SHIPPER** items and freight items for **BROKERS** and **SHIPPERS** and perform such other transportation and related services as may be necessary to serve customers in relation to the negotiated **RATE CONFIRMATION**. The Carrier will review and adhere to the **BROKER/CARRIER** Agreement and directions of the **RATE CONFIRMATION**, and in doing so CARRIER will ensure safety and compliance with all **DOT**, **FMSCA**, and ALL state rules and regulations.
- 2. DISPATCHER'S General Duties.** DISPATCHER will assist with all aspects of the freight booking process for Carrier. Dispatcher will act as Carrier's non-exclusive representative when dealing with Shipper's and Broker's to negotiate and complete any necessary documentation on behalf of the Carrier as outlined in **EXHIBIT A**
- 3. DURATION.** This Agreement shall become effective on the above stated date, and shall remain in effect for (1) one year of the date of this Agreement, unless terminated in writing and provided to by both parties.
- 4. TERMINATION.** This Agreement may be terminated at any time: (a) by mutual consent; (b) the insolvency of Carrier due to non-payment; (c) without cause upon either party giving the other written notice of termination; or (d) with cause upon the breach of this agreement by either of the parties.
- 5. PAYMENT.** CARRIER shall pay Dispatcher for services provided as outlined herein, by any of the payment methods listed and outlined in **EXHIBIT A**.
- 6. EQUIPMENT.** CARRIER will provide their own equipment; this equipment must be well maintenance and with no leaks or holes in the cargo area. Carrier is solely responsible for the operation of the equipment, and actions of the driver.
- 7. INSURANCE.** CARRIER will carry at its own expense in the amount not less than \$1,000,000.00. Insurance requirements will follow the standard recommendation of Broker/Carrier agreement.
- 8. LABOR AND HOLD HARMLESS.** CARRIER, shall at its own expense: (a) furnish whatever labor is necessary to provide delivery services to Brokers and Shippers, and (b) provide Worker's Compensation and Employer's Liability Insurance if necessary. CARRIER shall also be responsible for payment of wages and social security and withholding taxes for any of its employees. CARRIER shall hold **DISPATCHER** harmless from any liability resulting from injury or death of any persons including but not limited to driving, operating, repairing, maintaining, loading or unloading Carriers equipment.
- 9. SAFETY AND COMPLIANCE.** CARRIER is fully responsible and liable for safety and compliance of its operation. CARRIER shall hold **DISPATCHER** harmless for any liability issues resulting from safety and compliance violation.
- 10. LOST OR DAMAGE.** CARRIER will be liable for any loss or damages to items intended for transport, which are in the Carriers possession or under their dominion and control.
- 11. CONTROL AND EXCLUSIVE USE.** In performing services under this Agreement, CARRIER will direct the operation of their equipment in all respects and will determine the means of how to operate their equipment in means of performance including but not limit 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.
- 12. LAWS.** CARRIER agrees to comply with all federal, state and local laws, rules, and regulations pertaining to its equipment and company performance under this Agreement.

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- 13. DISCLOSURE.** Dispatcher, is not a freight broker, but an administrative agent acting as a liaison between licensed motor carriers and licensed freight brokers. This Agreement between parties is non-exclusive, therefore Dispatcher can service other carriers and Carrier can utilize other dispatch services.
- 14. NOTICE.** Any written notice required by the terms of this agreement shall be given either by email, personal delivery or by certified mail.
- 15. 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.
- 16. COMPLETE AGREEMENT.** This Agreement contains the entire understanding between the parties and supersedes any prior Agreement the parties concerning the subject matter of this Agreement.

DISPATCHING SERVICE

BY: BLUE ANT LOGISTICS LLC

PRINTED: KIT PRESCOTT

TITLE: OWNER

SIGNATURE: KIT PRESCOTT

DATE: 5-1-2023

CARRIER

BY: _____

PRINTED: _____

TITLE: _____

SIGNATURE: _____

DATE: _____