

Carrier – Dispatcher Agreement

The effective date of this agreement is the ____ day of _____ 20____, by and between _____ hereafter referred to as the “CARRIER” and Rebirth Transport 1 LLC hereafter referred to as the “FREIGHT DISPATCHER”. CARRIER is a motor carrier of property authorized by MC # _____ and USDOT # _____, CARRIER must know and understand and be in compliance with all regulations as set forth by the Federal Motor Carrier Safety Administration.

OBLIGATIONS OF DISPATCHER

1. DISPATCHER agrees to handle paperwork and communication by phone, fax, email to and from the BROKER or SHIPPERS to lend commodities shipments to CARRIER for transport in interstate commerce by CARRIER between points and places within the scope of CARRIER’s operating authority.
2. DISPATCHER will:
 - a. make full effort to keep truck(s) loaded;
 - b. contact the CARRIER regarding every suitable load opportunity;
 - c. email the rate confirmation to CARRIER for record keeping, and only send driver(s) necessary information to complete the load;
 - d. provide full dispatch support to CARRIER’s drivers
 - e. provide any additional services aimed at facilitation of CARRIER’s operations that are verbally agreed upon by both parties.

OBLIGATIONS OF CARRIER

1. CARRIER agrees to a 5% per load, per truck fee subscription to the services package provided by Dispatcher.
2. CARRIER and DISPATCHER authority to provide his/her signature for rate confirmation sheets, invoices and associated paperwork necessary for securing cargo and billing purposes.

The relationship of the CARRIER and the FREIGHT DISPATCHER 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 FREIGHT DISPATCHER. Both the FREIGHT DISPATCHER and the CARRIER understand that this agreement does not bind the respective parties to mutually exclusive service to each other. Rather, the FREIGHT DISPATCHER may enter into similar agreements with other CARRIERS and the CARRIER may enter into similar agreements with other FREIGHT DISPATCHER. 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 FREIGHT DISPATCHER while being transported by the CARRIER or from the CARRIER'S failure to promptly perform the transportation arranged by the FREIGHT DISPATCHER and accepted by the CARRIER. CARRIER represents that its operations will comply with all applicable state and federal laws and regulations. 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.

In the event loading and unloading times are delayed due to circumstances beyond the reasonable control of the FREIGHT DISPATCHER, there shall be no additional compensation to the CARRIER by the FREIGHT DISPATCHER unless advance approval is made in writing by the FREIGHT DISPATCHER and CARRIER. CARRIER will follow any reasonable special instructions the FREIGHT DISPATCHER provides for the performance of this agreement. CARRIER will meet or exceed the usual and accepted industry standards in the transportation of freight. Carrier agrees to pay all cost incurred by Dispatcher if it must enforce any of the terms of this Agreement, included but not limited to, reasonable attorney fees, paralegal fees, expert witness fees, and expert consultant fees. The Carrier and Dispatcher agree that this Agreement shall be governed by the laws of the State of South Carolina and that the state courts sitting in Charleston County, South Carolina, have exclusive jurisdiction and venue of any dispute arising hereunder. Any failure by the Dispatcher to enforce the provisions of this Agreement does not waive or bar any subsequent enforcement of said provision.

RATES AND CHARGES

FREIGHT DISPATCHER will charge, and CARRIER will pay for the above truck dispatching service performed on the basis of a flat weekly fee of \$150.00 per truck. FREIGHT DISPATCHER will set up a recurring invoice for the CARRIER at the time of sign up, and CARRIER will sign up for recurring payment in order to begin receiving the service. CARRIER may request FREIGHT DISPATCHER on any day of the current week to pause or cancel the agreement and the DISPATCHER will pause or terminate the recurring invoice and will not charge CARRIER for the following week. In case CARRIER request a termination of the agreement, FREIGHT DISPATCHER will continue providing the services for the days that have been prepaid by the CARRIER.

INDEMNIFICATION

CARRIER shall defend, indemnify, and hold FREIGHT DISPATCHER 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.

This agreement begins on the above date, for the period of one year, and automatically renews each year for a period of one year on the annual anniversary date of the agreement; except it terminates in the event of any of the following reasons:

- a) FREIGHT DISPATCHER ceases business;
- b) CARRIER ceases business;
- c) Either party gives one (1) week written notice of termination of this agreement. This being said, CARRIER may request FREIGHT DISPATCHER on any day of the current week to pause or cancel the agreement and DISPATCHER will not charge CARRIES for the following week.

This agreement constitutes the entire agreement between FREIGHT DISPATCHER and CARRIER and may not be amended, modified, or waived except by written agreement, signed by FREIGHT DISPATCHER and CARRIER. This contract cannot be changed, modified, limited, or supplemented by reference to any CARRIER rates, rules, classification, practice schedule or tariff.

Carrier: _____ Dispatcher: _____

Signature: _____ Signature: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____