





Greetings! First, we want to start off by saying Thank You and we appreciate you for making the decision to allow OB&T Dispatching Service, LLC to handle all of your dispatching needs. Our top priority is to ensure we are meeting all of your needs in a timely and professional manner at all times. We have built our business on a strong foundation which includes honesty, respect, integrity, and hard work. Effective communication is one of our key principles which is why we will always strive to communicate with our clients one-on-one to understand their specific needs and provide assistance based on those needs. We look forward to working with you and are excited about the journey ahead. So, with that being said, let's get started on the journey of keeping you happy and your truck loaded. Our slogan, "No Empty Wagons!". Before we get started, we will need the following documents listed below from your company before we can start booking loads.

Items provided by your company

- Copy of Client's Certificate of Authority (MC#)
- Copy of Insurance Certificate → at least \$1,000,000 of liability and \$100,000 of Cargo
- Copy of CDL for each driver
- Factoring Company's Information

Included in this package

- Dispatch Carrier Agreement
- Carrier Profile Sheet
- Power of Attorney
- Signed W-9 Form

Again, we look forward to working with you. If you have any questions or need any assistance with completing this packet, please free to contact us at (404) 720-5819 or email us at info@obtdispatchingservice.com.

OB&T Dispatching Service, LLC

(404) 720-5819

info@obtdispatchingservice.com



DISPATCH + CARRIER AGREEMENT

1. RECITALS

This agreement made as of this _____ day of _____ (month), 2021 by and between **OB&T Dispatching Service LLC** and _____ (Contact Name) of _____ (Company Name), license by the FMCSA as an interstate carrier of property holding authority, MC # _____ and/or DOT # _____. Whereas, Client is a Carrier/Owner operator, desiring to retain OB&T Dispatching Service LLC to provide dispatch services. Whereas, OB&T Dispatching Service LLC is a transportation dispatcher handling the necessary paperwork between shippers and the Client.

2. DOCUMENTS

The Client must furnish to **OB&T Dispatching Service LLC** the following documents prior to the implementation of this agreement, via email at info@obtdispatchingservice.com

_____ Dispatch Carrier Agreement (completed, signed, and dated)

_____ Copy of Client's Certificate of Authority (MC Permit)

_____ Factoring Company's Information (name, address, contact person's phone number)

_____ A signed W-9 Form

_____ Copy of Client's Driver's License

_____ Limited Power of Attorney Form

_____ Copy of Certificate of Insurance and phone number for your insurance company

_____ Company's Profile Sheet Completed

3. DISPATCHING SERVICES

OB&T Dispatching Service LLC will:

- Book loads on the Client's behalf.
- Send rate confirmations to Clients by 6pm.
- Find freight that best matches the profile for the Client.
- Upon the Client agreeing to the load, OB&T Dispatching Service LLC will fax to shipper / broker the Clients Authority, W-9, proof of insurance, and order insurance certificates if required, along with any other required supporting documentation.
- Handle the setting of appointments if necessary.
- Prepare directions to shipper/consignee, if necessary.
- Provide access to our rates and shippers depending on location of the truck.
- Assist with any problems that arise in the transit of the load when necessary, within our capabilities. Client is responsible for own equipment; however, we can direct you to a service that may be helpful.
- Ensure all load information is available to the Client at all times. Additionally, we will hold on to the dispatch, accessorial information, etc. until the load is completed.
- Upon forwarding the final load confirmation, and sending all documentation to the Client, the services of OB&T Dispatching Service LLC have been fully performed.
- Book and communicate load information to drivers daily or as needed.

A. Obligations of Dispatcher

Dispatcher agrees to handle paperwork, phone, and fax to and from the Broker or Shipper to tender commodities or shipments to Client for transportation in interstate commerce by Client between points and places within the scope of Client's operating authority. Dispatcher bears no financial or legal responsibility in the transaction between the Shipper, Client agreement.

4. DISPATCHER WILL:

1. Make a 100% effort to keep Client's truck(s) loaded.
2. Contact the Client about every load we find offer, and the driver will Accept or Reject the load. Client cannot cancel once the load is booked.
3. Invoice the Client at time of service. Also provide a copy of each load Confirmation Sheet Client is being billed for.

5. OBLIGATIONS OF THE CLIENT

Client gives OB&T Dispatching Service LLC authority to provide his/her signature for rate confirmation sheets, invoices and associated paperwork necessary for securing cargo and billing purposes. Client agrees to collect payment from the Shipper promptly, following receipt of a freight bill and proof of delivery of each shipment to its assigned destination, free of damage or shortage. The amount to be paid by Shipper to Client shall be established between the parties on a per shipment basis prior to commencement of each individual shipment. A load confirmation including details of shipment and revenue to be paid will be supplied via FAX or EMAIL by Shipper to Client. Confirmation will be signed by OB&T Dispatching Service LLC and returned via FAX or EMAIL to Shipper.

1. Client agrees to text OB&T Dispatching Service LLC when they arrive at the shipper.
2. Client agrees to text OB&T Dispatching Service LLC once loaded.
3. Client agrees to text OB&T Dispatching Service LLC once they arrive to the receiver.
4. Client agrees to text OB&T Dispatching Service LLC once loaded from receiver.
5. In the event of a breakdown, Client is responsible for contacting roadside. We recommend signing up with a roadside company and issuing that contact info to your driver. Client is responsible for payment of any needed repairs.
6. Client agrees to text when paperwork is in hand and send Bill of Lading (BOL).

7. Client should politely ask how long unloading will take, communicate time and send Bill of Lading (BOL) BEFORE leaving – Receiver is allowed two hours before detention pay starts (refer to rate con for pay rate)
8. Client nor driver is allowed to cancel once a load is booked.
9. Client is responsible for obtaining all permits.

6. AGREEMENT TERM

The term of this agreement shall be effective as of the date hereof. The Client will notify OB&T Dispatching Service LLC if services are no longer needed. Additionally, the Client should refrain from using other dispatching services in conjunction with the services provided by OB&T Dispatching Service.

7. RATE PLAN

Dispatch service is a flat fee of 10% of each load confirmation. Additionally, if the Dispatcher secures the Client a Dedicated Lane, the Client is still responsible for paying the *Dispatch Service fee* for each load during the duration of the Dedicated Lane contract.

8. COMPENSATION & INVOICING

OB&T Dispatching Service LLC will invoice the Client as per the terms of the agreement via Email, U.S. Mail or faxing said invoice. OB&T Dispatching Service LLC will invoice the Client for all runs completed for that week. The invoice period will be Friday through Thursday. The Client agrees to pay the invoice each Friday by 6 p.m. Payments can be made to OB&T Dispatching Service LLC by way of Zelle or ACH Deposits. Cash App nor Venmo is accepted. Once the payment is processed the Client will be sent a confirmation receipt via email, fax or U.S. Mail.

9. ADDITIONAL PROVISIONS

Once a load has been set up for the Client and all information given, it will be the responsibility of the Client to handle directly with the shipping party any problems, issues, delays, overages, shortages, damages, or billing and collections issues.

In no event will OB&T Dispatching Service LLC 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.

We do not guarantee a minimum gross amount for trucks under our dispatch service, but our weekly gross quota is \$5,000. Each truck, however, is possible to gross up more depending on how hard the driver is willing to work.

A. Loading Procedures

Commercial vehicles must be loaded in such a manner as to prevent its cargo from leaking, spilling, blowing or falling from the vehicle. The cargo must be immobilized or secured to prevent shifting to the extent that the vehicle's stability or maneuverability is affected. All vehicle structures, systems, parts and components used to secure cargo must be in proper working order with no damaged or weakened components that will adversely affect their performance. Cargo must be firmly immobilized or secured on or within a vehicle by structures of adequate strength, dunnage or dunnage bags, shoring bars, tie-downs or a combination of these.

Articles of cargo that are likely to roll must be restrained by chocks, wedges, a cradle or equivalent means to prevent rolling. Federal regulations provide for specific means of securing logs, building products, metal coils, paper rolls, concrete pipes, intermodal containers, automobiles, heavy equipment, crushed vehicles, and boulders. Cargo must be secured so that when a vehicle decelerates at a rate of 20 feet per second, the cargo will remain on the vehicle and will not penetrate the vehicle's front-end structure.

Any vehicle having a load or component which extends beyond the sides more than 4 inches or more than 4 feet beyond the rear must have the extremities marked with a red or orange, fluorescent warning flag. If the projecting load is 2 feet in width or less, only one flag is required at the extreme rear of the load. If the projecting load is greater than 2 feet in width, two flags must be used at the extreme width and length on each side of the load.

B. Responsibilities for Proper Loading

A driver cannot operate a commercial vehicle unless (1) the cargo is properly distributed and adequately secured, (2) the means of fastening the cargo is secured, and (3) the cargo does not obscure the driver's view or interfere with the movement of his arms or legs. A driver must assure himself that the load is adequately secured before he drives the vehicle and must examine the cargo and its load-securing devices within the first 50 miles after beginning a trip and adjust the load-securing devices as needed.

The driver must also reexamine the cargo and its securing devices when he makes a change of his duty status, after the vehicle has been driven for three hours, or after the vehicle has been driven 150 miles whichever comes first. The load inspection procedures do not apply to a sealed trailer when the driver has been ordered not to open it or to a trailer that has been loaded in a manner that makes inspection of the cargo impracticable.

If a member of the public is injured because of improperly loaded cargo, both the shipper who loaded the cargo and the Client may be held liable for the injury. A shipper that assumes responsibility for loading the vehicle can be held liable for improperly securing a load under a common law theory of negligence, and federal regulations will provide evidence of the proper standard of care to be utilized by the shipper in loading the vehicle.

When the driver himself is injured in an accident, the shipper cannot be held liable for the improper loading of the vehicle unless the loading defects are latent and concealed and cannot be discerned by ordinary observation by the agents of the Client. In determining if the defect in loading is patent and should have been discovered by the driver, a court will take into consideration the experience of the driver and whether the driver is given assurances by the shipper's employees that there is no defect in the loading of the cargo. A motor Client cannot be held liable for improperly loading a sealed trailer since the driver does not have the opportunity to inspect the load.

When a person is injured during the loading or unloading process at the shipper or consignee's facility, the trucking company's liability will be determined according to the rules applicable to the facility owner, and the company will be subject to the same liability or freedom from liability as the owner.

10. DISCLAIMER

OB&T Dispatching Service LLC is NOT responsible for:

- Billing Issues
- Load problems
- Advances (All advances will have to be handled directly between Client and Shipper / Broker)
- Handling and storage of paperwork (All documents will be sent to Client unless other arrangements are made)
- DOT compliance issues
- SPIKE in Insurance

11. GOVERNING LAW

This agreement shall be governed by and construed in accordance with laws of the State of Georgia without giving effect to any choice of law or conflict of laws provision or rule (whether of the State of Georgia or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Georgia.

12. JURISDICTIONS AND VENUES

OB&T Dispatching Service LLC and the Client hereby consent to and agree to submit to the jurisdiction of the Federal and state courts located in Dublin, Georgia in connection with any claims or controversies arising out of the agreement.

IN WITNESS WHEREOF

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

DISPATCH:

CARRIER:

Company: **OB&T Dispatching Service, LLC**

Company: _____

Contact: OB&T Dispatching Representative

Contact: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

LIMITED POWER OF ATTORNEY

I, _____, the undersigned, do hereby grant to OB&T Dispatching Service LLC located in Georgia, as my attorney-in-fact, to receive on my behalf information from Direct Shippers and Property Brokers, and to sign freight rate confirmations on my behalf. Additional purposes are: To Transfer documents, Accept loads, Discuss my accounts and invoice customers, Modes of communication for requesting and receiving information that may include telephone and email.

This power of attorney will expire in twelve months from the date signed.

_____ Signature of Motor Carrier

_____ Address of Motor Carrier

_____ MC# of Motor Carrier

The affiant being duly sworn affirms and says that he or she is the signer(s) of the foregoing power of attorney, and that he or she has read the foregoing power of attorney and understands its contents.

Motor Carrier Name: _____

Authorized Party: _____

Signature: _____

Date: ____/____/____



(404) 720-5819
info@obtdispatchingservice.com

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 written permission.

1. CARRIER INFORMATION

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ ST _____ ZIP _____

CONTACT: _____ PHONE: _____

E-MAIL: _____ FAX: _____

MC# _____ DOT # _____ EIN# _____

SCAC # _____ TWIC # _____ HAZMAT # _____

2. EQUIPMENT SECTION

NUM. OF TRUCKS: _____

NUM. OF TRAILERS: _____ VAN _____ REEFER _____ FLATBED _____ OTHER _____

ADDITIONAL INFO.

TRUCK & DRIVER(s) INFO

TRUCK #	TRAILER #	TYPE	YEAR	DRIVER	PHONE

3. SERVICE AREAS OF OPERATION *(please circle all that apply)*

48 States _____

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

4. RATE OF HAUL INFORMATION

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

IDEAL MILE RATE \$ _____ (V) \$ _____ (R) \$ _____ (F)

ADDITIONAL PREFERENCES:

5. 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.

FACTORING _____ **WEB** _____

ADDRESS _____ **CITY** _____ **ST** _____ **ZIP** _____

CONTACT _____ **E-MAIL** _____

PHONE # _____ **FAX #** _____

6. INSURANCE INFORMATION

Please provide us with your insurance contact information, where we can request certificate of insurance with specific holders (i.e., brokers and/or shippers)

INSURANCE _____ **WEB** _____

ADDRESS _____ **CITY** _____ **ST** _____ **ZIP** _____

CONTACT _____ **E-MAIL** _____

PHONE # _____ **FAX #** _____

7. REFERRAL

Please refer us three (3) Owner Operators who you believe might benefit from our service.

NAME _____ **CELL** _____

NAME _____ **CELL** _____

NAME _____ **CELL** _____

8. ADDITIONAL INFORMATION

Please use the section below to better describe your company. Include special terms and conditions of most importance and everything we have to consider while searching and taking the loads for you.

Form **W-9**
Taxpayer

Identification Number and Certification Request for

Give Form to the

requester. Do not
 send to the IRS.

(Rev. October 2018)
 Department of the Treasury
 Internal Revenue Service

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

Print or type.
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the
 4 Exemptions (codes apply only to following seven boxes. certain entities, not individuals; see instructions on page 3);

Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Exempt payee code (if any) _____

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership)

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check
 Exemption from FATCA reporting

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 code (if any) is disregarded from the owner should check the
 appropriate box for the tax classification of its owner.

Other (see instructions)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid Social security number 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.

or

Employer identification number

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-INT (interest earned or paid)
- Cat. No. 10231X
- 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.