



FALCON DISPATCHING

844-599-9686

info@falcondispatchin.com

Carrier Set-Up Requirements

Welcome to the Falcon Dispatching Inc. Where our goal is Pro Excelling in being the dispatching source of trucking.

To get enrolled with our Dispatching services, please complete, sign, and return the following items by email to info@falcondispatchin.com.

Dispatching/Carrier Agreement

Limited Power of Attorney

Company Profile Sheet

Truck Operation Form

Copy of owner operator's CDL and Driver's CDL License

A list of three established references, if applicable 7

Copy of Carrier's Authority (MC)

Copy of your W-9

Copy of insurance certificate. (We require \$100,000 in Cargo and \$1,000,000 in Liability)

For questions or concerns regarding Falcon Dispatching & Logistics INC requirements, please contact us at info@falcondispatchin.com. or at 301-745-2828. You may also visit our website at www.falcondispatchin.com.

Thank you for choosing Falcon Dispatching Inc. as your Dispatching service.



Falcon Dispatching & Logistics INC Carrier Agreement

1. RECITALS

This agreement is made as of this _____ day of _____ 20____ by and between Falcon Dispatching Inc. and _____ (Enter Company Name), licensed by the FMCSA as an interstate carrier of property holding authority, MC# _____ and/or DOT# _____, hereinafter referred to as 'Client. Client desires to retain Falcon Dispatching Inc. by executing a Limited Power of Attorney form to find and secure freight for Client and Dispatching Client's equipment. Falcon Dispatching Inc. and the Client 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. Prior to the implementation of this agreement, Client must furnish to Falcon Dispatching Inc. the following documents:

1. _____ This Carrier Agreement (completed, dated, and signed).
2. _____ A signed and dated Limited Power of Attorney form.
3. _____ A completed Company Profile Sheet.
4. _____ Truck Operation Form.
5. _____ Copy of owner operator's CDL and Driver's CDL License
6. _____ A list of three established references, if applicable
7. _____ Copy of Client's Authority (MC Permit).
8. _____ A signed W-9 form.
9. _____ Proof of Insurance Certificates**.

2. RELATIONSHIP

The relationship of CLIENT and Falcon Dispatching Inc. shall always, be that of an independent contractor. Falcon Dispatching Inc. shall be the agent working on behalf of CLIENT to search for loads, book them, Dispatching, and handle all paperwork directly with the broker and/or shipper.

Initials: _____

3. **TERM**

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 three (3), six (6), nine (9) or twelve (12) Months. Carrier can cancel at any time with a two weeks' notice. We also require deposit. Subject to the right of either party hereto to cancel the Agreement at any time upon not less than three (3), six (6), nine (9) or twelve (12) Months, written notice by one party to another. Client must send notification by mailing said Revocation Notice to: Falcon Dispatching Inc. or email to info@falcondispatchin.com

4. **STATEMENT OF WORK**

Falcon Dispatching Inc. objective is to design a proactive logistics plan based on the Client's territorial preference. The plan is influenced by the current situation on the market and/or region, in order to take advantage of the most profitable loads. Falcon Dispatching Inc's logistics coordinators (Dispatchers) will find loads that best match the Client's preferences and will communicate such options with the Client and/or its driver(s). Once the Client agrees to accept the load, Falcon Dispatching & Logistics INC will send all necessary and required supporting documents to broker/shipper. Once the rate confirmation is received, it will be forwarded to the Client for their records.

Falcon Dispatching Logistics Inc. agrees to:

- A. Find freight that best matches profile for the Client.
- B. Contact Client with load matches and go over options.
- C. Fax to shipper/broker the Client's Authority, W-9, proof of insurance, and order insurance certificates if required, along with any other required supporting documentation upon the Client agreeing to take a load.
- D. Provide the driver with all Dispatching instructions for pickup, transit and delivery.
- E. Assist with any problems that arise in the transit of the load within our capabilities. The Client is responsible for its own equipment. We will put forth our best effort to direct Client to a service that might be of help.
- F. Hold on to the Dispatching, accessorial information, etc. until the load is completed. Once completed, Falcon Dispatching & Logistics INC will email or fax all documents to the Client.
- G. Forward the final load confirmation and mail all documentation to the Client, concluding that all services have been performed in full.

Initials: _____

5. CONSIDERATION

The client agrees to pay Falcon Dispatching Inc. as per the agreed quotes and terms, as stated in Sections 3 and Section 7 of this agreement. The agreed upon term rates are required to be paid to Falcon Dispatching INC as per the conditions of the agreement. Falcon Dispatching Inc. will invoice the Client automatically every Thursday. Payments are due every week on Thursday by the end of business day. Payments received three (3) days after Thursday will be subject to a \$150 late fee which must be paid in addition to the original invoice amount. After 30 days the account may be placed for collection. Falcon Dispatching Inc. will their \$600 payment ahead of work being performed. Falcon Dispatching Inc. will invoice Client via email. Payment can be made to Falcon Dispatching Inc.

Falcon Dispatching Inc. will take a \$250 security deposit from each Carrier before they book any loads. The \$250 will be held as a deposit in case carrier do not provide funds by due date and after the three days grace period has ended, Falcon Dispatching Inc. will deduct the \$150.00 late fee from the security deposit. If Carrier chooses to work with one of Falcon Dispatching Inc. prefer factoring vendors, then the security deposit shall be waived. Falcon Dispatching Inc. will invoice Client via email. Payment can be made to Falcon Dispatching Inc. through wire transfer, credit card with automatic deduction, Zelle or PayPal.

6. ADDITIONALPROVISIONS

Once service has concluded per Section 5 line 7, it will be the responsibility of the Client to handle directly with the shipping party any overages, shortages, damages, or billing and collections issues.

In no event will Falcon Dispatching Inc. 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.

Client 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. Client 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 Client'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.

Initials: _____

Client specifically agrees that all freight tendered to it by Falcon Dispatching Inc's Dispatching service shall be transported on equipment operated only under the authority of Client, and that Client 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 Falcon Dispatching Inc.

Client will be responsible for notifying Falcon Dispatching Inc. of changes to authority, insurance, client profile or ownership.

Client 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.

Client 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. Client's personnel are expected to conduct themselves in a professional manner at all times and shall ascertain and comply with all the Customer's facility rules and regulations when on the Customer's premises.

Falcon Dispatching Inc. will work within the established parameters of the Clients Company/Carrier Profile. Falcon Dispatching Inc. will notify Client of best-matched loads and will provide a full level of communication with said Client.

Client agrees to allow Falcon Dispatching Inc. to book loads without prior approval, with the understanding that Falcon Dispatching Inc. will only book loads that are in the best financial interest of said Client.

Falcon Dispatching Inc. will notify Client of load-required qualifications or additional insurance, if necessary. Falcon Dispatching Inc. will furnish to Client necessary information for qualification of insurance required.

In the event that Falcon Dispatching Inc books a load with the Client's approval and/or matching the Client's truck posting, the Client agrees to pay Falcon Dispatching Inc. as agreed in Section 3 and Section 7 of this Agreement for services rendered. NOTE: To avoid charges for unavailable equipment, it is imperative to notify Falcon Dispatching Inc. immediately if the truck is loaded from another source or no longer available for any reason. If Client does not give the proper notice that the truck is no longer available, Client may be subject to a \$50 fine that MUST be paid BEFORE we can accept any further opportunities for the truck.

Initials: _____



Client agrees that if a higher line haul rate is needed for the shipment, they will notify Falcon Dispatching Inc. BEFORE the load is secured. Once the Client tells Falcon Dispatching Inc. they will accept the shipment at a specific rate, this is verbal acceptance, and the load is secured. Should the carrier back out or ask for more money after the load has been secured, there will be a penalty of \$100 for the first occurrence and \$200 for the second occurrence that MUST be paid before we can accept another load on the Client's behalf. If this happens more than twice, Falcon Dispatching Inc. has the right to terminate the agreement between Falcon Dispatching Inc and the Client.

Client agrees that they will advise Falcon Dispatching Inc in a timely fashion should the Client not be available for Dispatching more than one (1) day at a time. (If Client is not working for any amount of time, please let Falcon Dispatching dispatchers know ASAP so that we do not plan any loads for Client's truck.)

7. RATE AGREEMENT- (Please select the applicable)

\$600 Paid Weekly or 8% paid weekly through factoring company.

- SEMI-Power Only
- Dry Van
- Reefer
- FlatBed
- Lowboy/RGN
- Step deck
- Box Truck
- Hotshot
- Fuel Tanker
- Grain Trailer
- Livestock Trailer
- Hopper Bottom

Initials: _____

8. 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.
3. The cargo should not obscure the driver's view or interfere with the movement of his arms or legs.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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 were no defect in the loading of the cargo.
9. 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.
10. 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.

Initials: _____

9. DISCLAIMER

Falcon Dispatching Inc. is NOT responsible for:

1. Billing Issues.
2. Load problems.
3. Advances. (All advances will have to be handled directly between Client and shipper/broker unless requested by Client.)
4. Handling and storage of paperwork. (All documents will be sent to Client unless other arrangements are made)
5. DOT compliance issues.
6. SPIKE INSURANCE.
7. Processing the factoring of any booked loads. This is the sole responsibility of the owner operator or fleet owner.

10. GOVERNING LAW

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

11: JURISDICTIONS AND VENUE

Falcon Dispatching & Logistics INC and Client hereby consent to and agree to submit to the jurisdiction of the Federal and state courts located in Maryland, Montgomery County in connection with any claims or controversies arising out of the Agreement.

Initials: _____



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

(Print Company Name)

(Signature of Company Officer)

(Print Company Officer's Name)

(Company Officer's Title)

Falcon Dispatching Inc.
(Print Company Name)

(Signature of Dispatcher/Representative)

(Print Representative Name)
PRESIDENT/CEO/Dispatcher

(Company Officer's Title)

Initials: _____

AGREEMENT FOR DISPATCHIN SERVICES ATTACHMENT "A"

This attachment pertains to the selected level of service noted in Section 3 of this agreement for _____ (Client) and will remain in effect until either Client requests to have a change in service, wishes to terminate this Service Agreement, or Client is canceled by Falcon Dispatching Inc.

Percentage Rate Agreement: This plan is detailed as a percentage of gross revenue rate plan. This plan includes all services listed in Section 5-line items 1 – 7 of this agreement. The cost of this plan is the percentage chosen of the gross revenue (excluding accessories) per truck enrolled with Falcon Dispatching Inc. Invoices will be sent out weekly. Payment for this plan is to be made in full every Thursday of each week or of the invoice date if factoring company is paying.

DEDICATED LANES: All dedicated lanes obtained by Falcon Dispatching Inc. are subject to the flat rate of \$600.00 every Thursday or 8% per load if factoring company is paying Falcon Dispatching Inc. for the duration of the length of this contract between Falcon Dispatching Inc. and the Client.

NON-SOLICITATION: Client agrees not to solicit traffic from any shipper, consignor, or customer of Falcon Dispatching Inc. dispatching service where the carrier transports loads, or is made aware of such traffic, as a result of Falcon Dispatching Inc, dispatching 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) year from the date the termination of this AGREEMENT for any reason. In the event of non-compliance with the specific provisions of this paragraph, CLIENT upon discovery of breach, will be liable to Falcon Dispatching Inc. one hundred percent (100%) of the gross transportation revenue received by CARRIER from said shipper(s) within one (1) year after the date of termination of this agreement.

CARRIER_____

DATE_____

Initials: _____

Limited Power of Attorney Form

This Limited Power of Attorney Agreement is made effective on _____ (date) between Falcon Dispatching Inc. a company established under the laws of the State of Maryland, Montgomery County and hereinafter referred to as Dispatching, and _____, with a MC # _____ and/or DOT number of _____, which is hereinafter referred to as Client. Client hereby appoints Dispatching as Attorney-in-fact (Agent). Dispatching’s agents shall have full power and authority to act on Client’s behalf. This power and authority shall authorize Dispatching 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 _____. Client is giving and granting said Dispatchers of Falcon Dispatching Inc. full power and authority to do and perform every all act that is necessary within the scope of the specific terms (set out herein). Falcon Dispatching Inc’s powers shall include, but not be limited to the power to:

- Providing professional Dispatching services, including the power to contact drivers, shippers, and brokers on Client’s behalf for cargo
- Transferring paperwork such as carrier packets, rate confirmations, insurance certificates, invoices, and all other necessary paperwork to shippers and brokers
- Signing and executing rate confirmations and other documents for freight

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 Client in writing. Client understands that such revocation is to be sent in writing, by emailing info@FalconDispatchin.com Client understands that should a written revocation be sent to info@FalconDispatchin.com that a confirmation/receipt of the email will be sent to Client.

In witness whereof, the parties here to have executed this agreement on the date below.

CLIENT’S
NAME: _____

Signature: _____ Printed Name: _____

Title: _____ Date: _____



11. Dispatching: Falcon Dispatching & Logistics INC

Signature: _____ Printed Name: _____

Title: _____ Date: _____

****We require at least \$1,000,000 and at least \$100,000 in Cargo Coverage. ** ****

Our contract term is 3, 6, 9, and 12 months minimum. **

Initials: _____



FALCON
DISPATCHING
We Keep North America Trucking



COMPANY PROFILE FORM

Instructions: Please complete this form giving us all the information that pertains to you and your Company. 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.

PART 1: CARRIER INFORMATION SECTION

COMPANY NAME: _____ DBA (If Any): _____

PHYSICAL ADDRESS _____ CITY _____

STATE _____ ZIP _____

MAILING ADDRESS _____ CITY _____

STATE _____ ZIP _____

MAIN CONTACT _____ E-MAIL _____

OFFICE PHONE _____ FAX _____

CELL PHONE _____ EMERGENCY CONTACT _____

EMERGENCY PHONE _____ MC NUMBER _____

DOT NUMBER _____ EIN _____

SCAC CODE _____ TWIC CERTIFIED _____

HAZMAT CERTIFIED _____

Initials: _____



PART 2: EQUIPMENT SECTION

NUMBER OF TRUCKS: _____ COMPANY: _____

OWNER OPERATORS: _____

NUMBER OF TEAMS: _____

NUMBER OF TRAILERS: VAN: _____ REEFERS: _____ RGN: _____

FLATBED: _____ STEP DECK: _____ DD: _____

OTHER TYPES:

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

RGN: _____ STEP DECK: _____ DD: _____

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

Initials: _____



PART 3: SERVICE AREAS OF OPERATION (Check all that apply)

United States: All 48 states (USA)

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

Canada (list provinces) _____ Mexico _____

Initials: _____



FALCON
DISPATCHING
We Keep North America Trucking

Rate of Haul information: Please give us your minimum rate information. 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 \$ _____

DRIVER TOUCH(Y/N): _____

COMMENTS/ADDITIONAL PREFERENCES:

PART 4: FACTORING INFORMATION SECTION

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

FACTORING COMPANY _____

MAIN CONTACT _____

PHONE _____ FAX _____

WEBSITE _____ ADDRESS _____

CITY _____ STATE _____ ZIP _____

PART 5: INSURANCE INFORMATION SECTION

INSURANCE AGENCY _____

CONTACT _____

PHONE _____ FAX _____ EMAIL _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

Initials: _____



PART 6: REFERRAL'S (OPTIONAL)

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

Name: _____ Cell: _____

Name: _____ Cell: _____

Name: _____ Cell: _____

PLEASE USE THE FOLLOWING SECTION TO BETTER DESCRIBE YOUR COMPANY.

Initials: _____



TRUCK OPERATION FORM

Truck	Trailer	Trailer Type	Max Weight	Driver	Cellphone

Does the assigned driver have the right to make load decisions for you? _____

Does the driver need to have a copy of the load confirmation? _____

Please keep a blank copy of this form and email updates to us when they occur so that we always have the most current information on hand.

Thank you.

Initials: _____