



FREIGHT DISPATCH ONLY AGREEMENT

FEIN #: _____

Name of Carrier: _____

DOT#: _____ **MC#:** _____

Address: _____ **State:** _____ **Zip Code:** _____

Telephone Number: _____ **Mobile Number:** _____

Email Address: _____

Factoring Company Name: _____

THIS AGREEMENT made and executed on this ____ day of _____, 20__ in Houston, Texas, by and between PERSONAL TRUCK SERVICES, INC. ("PTS" or "Carrier's Agent") and _____ ("Carrier").

RECITALS:

Carrier is a federally licensed motor carrier operating pursuant to **MC#** _____ **DOT#** _____ and engaged in the transportation of freight in intrastate and interstate commerce as a common carrier. Carrier desires to engage PTS as an agent in the capacity of a load coordinator/dispatcher in locating and confirming loads, negotiate and agree to rates or charges for loads and execute shipping documents on behalf of Carrier as Carrier's agent. Carrier hereby acknowledges that nothing in this agreement shall be interpreted as creating an employer/employee, independent contractor, or any type of employment relationship between Carrier and PTS.

THE PARTIES AGREE AS FOLLOWS:

1. Obligations of the Parties

- a. Carrier's Agent

PTS, as Carrier's agent, will assist Carrier in securing loads following Carrier's request, however Carrier retains the sole and absolute discretion to accept or reject preferred loads. Upon Carrier's approval of a load, PTS will execute the necessary documents as Carrier's agent to bind the load on Carrier's behalf. PTS shall have no obligation to pay Carrier for any loads. In addition, PTS will assist Carrier in obtaining roadside assistance services from third parties when needed.

Initials: _____



b. Carrier

Pursuant to this Freight Dispatch Agency Agreement (“Agreement”) and the corresponding Agency Appointment, Carrier hereby retains PTS and its authorized employees as its Agent to solicit and secure freight/shipments, negotiate, and agree to rates or charges for interstate and intrastate transportation on behalf of Carrier to be performed by Carrier; execute transportation contracts, rate confirmations, and/or other shipment related documents in Carrier’s name as Agent for Carrier. PTS is hereby authorized to issue and execute such documents in the following manner:

Personal Truck Services, Inc. as the carrier’s agent for “_____” (Carrier Name)

Pursuant to this Agreement, Carrier agrees to compensate PTS at a rate of **8%** of the total load haul rate of each load coordinated by PTS on behalf of Carrier (“Load Rate”). Carrier hereby acknowledges that payment must be rendered to PTS via Credit Card Payment or via direct payment via ACH.

Execution by PTS shall be fully binding upon Carrier. Carrier will be solely responsible for the timely delivery in good condition of shipments tendered under this Agreement. Carrier acknowledges and understands that it performs or agrees to perform services or work as described herein for a specific amount of money and that Carrier controls the means of performing the services or work at its sole discretion. Carrier also understands that it is solely responsible for the payment of all expenses related to the service or work that it performs or agrees to perform pursuant under this contract.

Carrier hereby acknowledges that it is not being retained as an employee or independent contractor of PTS and that PTS responsibilities are limited to assisting Carrier in locating loads to transport cargo which Carrier elects to transport at its sole discretion and Carrier bears full responsibility for in transporting the cargo loads.

2. Grant of Right

- (a) Appointment. Subject to the terms and conditions of this Agreement, Carrier hereby appoints PTS as its Agent to assist Carrier in the location of loads to transport in intrastate or interstate commerce as carrier needs freight. It is hereby agreed that PTS has no authority to enter into agreements or make any load commitments on the Carrier’s behalf without Carrier’s express, prior consent.
- (b) Restrictions on PTS’s Activities. PTS shall not bind any load without Carrier’s prior consent.

Initials:_____



- (c) Restrictions on Carrier's Activities. In accordance with the terms herein, Carrier shall not solicit loads from any entity involved in a load coordinated by PTS.
- (d) Carrier warrants that it is solely independent from PTS and exercises exclusive control over its equipment, employees, and the means and methods of carrying out its contractual obligations

Carrier acknowledges that it is solely responsible for and warrants that it operates in compliance with all Federal and State laws applicable to the transportation provided and commodities carried. Carrier shall maintain a US DOT safety rating of "Satisfactory" or "Continue to Operate" unless Carrier is unrated. Carrier agrees to notify PTS within 24 hours of any change in Carrier's safety rating. The Carrier is solely responsible for all expenses

for operating as a Carrier, including but not limited to all business, equipment and employee licenses, permits, inspection, maintenance, testing, insurance, compensation, and taxes.

- (e) Indemnification. Carrier agrees to pay, indemnify, defend and hold PTS , its officers, owners, agents, insurers and employees harmless against any and all loss, liability, damages, claims, costs and/or expenses which are in any way caused, contributed to, or exacerbated by the breach of contract, intentional or negligent acts or omissions of the Carrier, its employees, drivers, helpers contractors, subcontractors or agents, on each shipment coordinated for Carrier pursuant to this Agreement. Carrier further agrees to indemnify, defend and hold PTS harmless from all and any allegations, claims, liability or costs for injury to persons and/or damage to property which are in any way caused, contributed to or exacerbated by the breach of contract, negligent or intentional acts or omissions of Carrier, its employees, drivers, helpers, subcontractors, independent contractors or agents, or arising out of Carrier's operations hereunder, including but not limited to claims for respondent superior, negligent selection, hiring or supervision of carrier its employees, agents or subcontractors.

3. Insurance

Carrier is solely responsible for maintaining all required insurance coverage for the protection of the public in accordance with and limited to ICC regulations under 49 U.S.C. 13906 which PTS makes no representations as to whether the subject insurance may or not provide coverage to Carrier. PTS does not provide any insurance for the benefit of Carrier.

Initials:_____



4. Text Authorization

Carrier authorizes PTS to deliver to my cell phone text messages using an automated telephone dialing system and/or individual person-sent text messages at any mobile number provided to us. Carrier agrees not to hold PTS liable for any electronic messaging charges or fees generated by this service. I further agree that in the event my contact/cell phone number changes that I will inform PTS or be liable for any fees or charges incurred. I understand that I may cancel this authorization at any time by notifying PTS by phone or e-mail.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

“PERSONAL TRUCK SERVICES, INC.”

“CARRIER”

By: _____

By: _____

Printed Name: John Medina

Printed Name: _____

Title: President

Title: _____



PAYMENT AUTHORIZATION FORM

Carrier Name: _____
Contact Person: _____ **Phone number:** _____
Address: _____ **City/State/Zip:** _____
Date of Birth: _____ **Last 4 of Social Security:** _____
Driver License #: _____ **Driver License State:** _____

CHOOSE PAYMENT OPTION BELOW

CREDIT CARD

Name on Card: _____
Type of Credit Card: Visa MasterCard Amex Discover Other: _____
Credit Card #: _____ **Exp. Date:** _____ **Security Code:** _____
Billing Zip Code: _____

- **For Credit Card Payments:** There is a \$10.00 service charge per transaction for this service.

I authorize PERSONAL TRUCK SERVICES, INC. to automatically charge my credit card amount for all services rendered by PERSONAL TRUCK SERVICES, INC. and will only charge for those services rendered by them. Additionally, PTS will provide a copy of all services rendered. If at any time I wish for PTS to stop automatically billing my credit or if I change credit cards, I will notify PTS in writing of such instructions.

BANK ACH DEBIT

Bank Name: _____ **Name on Bank Account:** _____
Address: _____ **City/State/Zip:** _____
Routing # (9 Digits): _____ **Account #:** _____

- **For Bank ACH Debit Payments:** There is a \$0.00 service charge per transaction for this service.
- **Please attach voided check of the bank account information entered above.**

I authorize Personal Truck Services, Inc. to initiate ACH debit payments amount for all services rendered by PERSONAL TRUCK SERVICES, INC. and will only charge for those services rendered by them. Additionally, PTS will provide a copy of all services rendered. If at any time I wish for PTS to stop automatically billing my bank account or if I change my bank account, I will notify PTS in writing of such instructions.

By signing the below, I acknowledge that the undersigned represents the authorized signatory of the accounts and that the information stated above is true and correct.

Carrier Signature

Printed Name

Date: _____