



Agreement for Dispatch Services

RECITALS

This agreement is made as of the _____ day of _____ 202_, by and between **Bedou Logistics, LLC** hereinafter referred to as “**Bedou Logistics**” and _____ (Contact Name) of _____ (Company Name), hereinafter referred to as “The Client”.

Whereas, The Client is a Carrier/Owner Operator, desiring to retain **Bedou Logistics** to provide dispatch services.

Whereas, **Bedou Logistics** is a transportation dispatcher handling the necessary paperwork between shippers and The Client.

Prior to the implementation of this agreement, The Client must furnish to Bedou Logistics the following:

1. A Copy of The Client's CDL.
2. A Copy of The Client's Certificate of Authority
3. *Proof of Insurance Certificates***
4. A signed W-9 Form.
5. A completed, signed, and dated copy of this agreement and the Power of Attorney.

STATEMENT OF WORK

Bedou Logistics will:

1. Find freight that best matches The Client's profile.
2. Upon agreement, fax to shipper / broker The Client's Authority, W-9, proof of insurance, and any other required supporting documentation.
3. Book loads on The Client's behalf.
4. Communicate each load information to the driver between 8:00AM and 7:00PM EST. Monday – Friday. The Client will reach out to the broker for any issues regarding the load after 7:00PM.
5. Send rate confirmations to The Clients by 6pm.
6. Handle the setting of appointments, if necessary.
7. Prepare directions to shipper/consignee, if necessary.
8. Provide access to our rates and shippers depending on the location of the truck.
9. Assist with any problems that arise in the transit of the load, within our capabilities. The Client is responsible for his or her own equipment, we can direct The Client to a service that may be helpful.
10. Provide all load information to The Client upon request and hold onto the dispatch, accessorial information, etc. until the load is completed.
11. Upon forwarding the final load confirmation, and mailing all documentation to The Client, the services of **Bedou Logistics** have been fully performed.



Obligations of Dispatcher

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

Dispatcher will:

1. Make a 100% effort to keep The Client's truck(s) loaded.
2. Contact The Client about every load, and The Client cannot cancel the load once it is booked.
3. Invoice The Client at the time of service and provide a copy of each load's Confirmation Sheet The Client is being billed for.

Obligations of The Client

3. The Client agrees to maintain all proper licenses and permits (**UCR, IFTA, IRP**, ect.) to conduct business as a motor carrier in the area of intended operation, either Intrastate or Interstate. Additionally, The Client further agrees to maintain **General Liability Insurance** (\$1 million) and **Cargo Insurance** (\$100,000), or the amount set forth by the home state of The Client's company.
4. The Client gives **Bedou Logistics** authority to provide his/her signature for rate confirmation sheets, invoices and associated paperwork necessary for securing cargos and billing purposes.
5. The 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 The 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 the shipment and revenue to be paid will be supplied via FAX or EMAIL by Shipper to The Client. Confirmations will be signed **by Bedou Logistics** and returned via FAX or EMAIL to the Shipper.
6. The Client agrees to text Bedou Logistics when they arrive at the shipper.
7. The Client agrees to text Bedou Logistics once they are loaded.
8. The Client agrees to text Bedou Logistics once they arrive at the receiver.
9. The Client agrees to text Bedou Logistics once they are unloaded at the receiver.
10. In the event of a breakdown, The Client is responsible for contacting roadside assistance. We recommend signing up with a roadside company and issuing that contact info to The Client's driver. The Client is responsible for payment of any needed repair.
11. Once a load is booked, neither The Client nor the driver is allowed to cancel it.
12. The Client is responsible for obtaining all permits.



CONSIDERATION

The Client agrees to pay Bedou Logistics a non-refundable One Hundred and Fifty Dollars (\$150.00) setup/admin fee. An additional deposit of Two Hundred Dollars (\$200.00) is required to be paid before the initial dispatch and will also serve as payment towards The Client's last week of service.

The Client further agrees to pay Bedou Logistics ten percent (10%) of the face value of any and all contract, including dedicated lanes, between Shipper / Broker as stated on the load confirmation sheet. These rates will be required to be paid to Bedou Logistics as per the conditions of the agreement. (i.e. a 5-day subscription). **Bedou Logistics** will invoice The Client every Thursday via Email, U.S. Mail, or fax said invoice. The payments are due by Tuesday at 6:00PM. Payments can be made to **Bedou Logistics** by Zelle, QuickBooks, Apple Pay, Wires, ACH Deposits, Certified Check, or Money Order. Cash App and Venmo are not acceptable forms of payment. Once a payment is processed, The Client will be sent a confirmation receipt via email, fax, or US Mail. A 5-day grace period will be allowed before the account becomes overdue. At 7 days, the account will be suspended and a reactivation fee of \$100 will apply in addition to any overdue fees. After 15 days, the account may be placed for collection.

ADDITIONAL PROVISIONS

Once a load has been set up for The Client and all information is given, it will be the responsibility of The Client to handle directly with the shipping party any problems, issues, delays, overages, shortages, damages, billing, and collections issues; unless, The Client has planned for additional services with **Bedou Logistics**.

In no event will **Bedou Logistics** 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; however, our weekly gross quota is \$5,000. Each truck, however, can gross more depending on the driver's willingness to work.

A. Loading Procedures

Commercial vehicles must be loaded in such a manner as to prevent their 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 the cargo must be in proper working order with no damaged or weakened components that can adversely affect its performance. Cargos 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 an 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 or she 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 or she makes a change on his or her 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 The 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.

C. Termination

Our contract term is three (3) months minimum. If The Client terminates the contract before the 3-month period, the deposit will be forfeited.



DISCLAIMER

Bedou Logistics is NOT responsible for:

6. Billing Issues
7. Load problems
8. Advances (All advances will have to be handled directly between The Client and Shipper / Broker)
9. Handling and storing paperwork (All documents will be sent to The Client unless other arrangements are made)
10. DOT compliance issues.
11. SPIKE on The Client's insurance.

GOVERNING LAW

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

JURISDICTIONS AND VENUES

Bedou Logistics, LLC and The Client hereby consent to and agree to submit to the jurisdiction of the Federal and state courts located in Tampa, FL. in connection with any claims or controversies arising out of the Agreement. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as the date written.

Date:

(Print Company Name)

(Signature of Representative)

(Print Representative Name/Title) Date:

Bedou Logistics, LLC

(Bedou Logistics Representative)

(Print Representative Name/Title)



BEDOU LOGISTICS, LLC

LIMITED POWER OF ATTORNEY

BE IT KNOWN, that I, _____, authorized representative of _____ ("The Client") a licensed motor carrier, MC # _____, in the state of _____, do hereby grant "Limited Power of Attorney" to Bedou Logistics, LLC, a Florida Corporation to act as a Dispatch Service for the sole purpose of securing freight, processing all brokerage agreements, processing freight invoices, and or all bill of lading, obtaining Certificates of Insurance as required to expedite shipments, submit carrier packets for carrier approval, and dispatch said company equipment and all services as outlined in the Bedou Logistics, LLC Dispatch Agreement between the Client and Bedou Logistics.

For purposes of facilitating this authorization, Bedou Logistics, LLC assumes the contracted position of "Dispatch Service" for said company.

This authorization will remain in effect until terminated by either undersigned party as outlined in

Carrier Authorization

Bedou Logistics, LLC

Authorized Signature

Authorized Signature

Print Name

Print Name

Date

Date

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► 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 following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ 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 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 is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	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)	

Part I Taxpayer Identification Number (TIN)

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

Social security number											
				-				-			
or											
Employer identification number											
					-						

Part II 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 ►
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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)

- 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.