



***My Guys Dispatcher Service***

*"Integrity To Us,...Matters!"*

**DISPATCHER/CARRIER AGREEMENT**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between Betsy Pagan dba My Guys Dispatcher Service hereafter referred to as DISPATCHER, and Motor Carrier \_\_\_\_\_, MC # \_\_\_\_\_.

hereinafter referred to as CARRIER. WHEREAS, DISPATCHER is a transportation dispatcher handling the necessary paperwork between a SHIPPERS and the CARRIER in order to secure "CARGO" for said CARRIER.

WHEREAS, CARRIER is a Motor CONTRACT Carrier subject to the jurisdiction of the ICC and FMCSA: NOW, HEREFOR, in consideration of the promises and covenants hereinafter contained it is mutually agreed by and between parties hereto as follows:

**BLIGATIONS OF DISPATCHER**

DISPATCHER agrees to handle paperwork, phone; fax calls to, from the BROKER to tender commodities shipments to CARRIER for transportation in interstate commerce by CARRIER between points and places within the scope of CARRIER operating authority.

DISPATCHER bears no financial or legal responsibility in the transaction between the SHIPPERS and CARRIER agreement.

**BLIGATIONS OF CARRIER**

CARRIER agrees to pay DISPATCHER "\_\_\_\_\_" - ( **8%** ) percent of the face value of loads. or a flat rate of ( \_\_\_\_\_ ) **per load** for dispatching services paid on a weekly basis, CARRIER as stated on the load confirmation sheet. Carrier further agrees to pay DISPATCHER at time of securing cargo if being billed on a per load basis unless prior credit arrangements have been established.

CARRIER gives DISPATCHER authority to provide his signature for rate confirmation sheets, invoices and associated paperwork necessary for securing cargo and billing purposes. The terms of this agreement shall be perpetual, provided that either party may terminate same by giving 30 days written notice to the other.

SHIPPER agrees to pay CARRIER 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 CARRIER shall be established between parties on a per shipment basis prior to commencement of each

dividual shipment. A load confirmation including details of shipment and revenue to be paid will be supplied via FAX by SHIPPER to CARRIER. Confirmation will be signed by DISPATCHER and returned via FAX to SHIPPER.

CARRIER shall be liable for loss, damage, or liability occasioned by the transportation of property arranged by DISPATCHER, SHIPPER while in the possession of carrier.

CARRIER agrees to hold DISPATCHER, SHIPPER harmless from any liability for personal injury or property damage occurring during operation conducted by CARRIER pursuant to this agreement.

CARRIER will be responsible to comply with all applicable state and federal regulations pertaining to the operation of a motor carrier.

CARRIER and DISPATCHER agree that DISPATCHER, at great expense, has developed a broad customer base of shippers, receivers, and brokers that is essential to the successful operations of his company. CARRIER and DISPATCHER agree that disclosure of the identity of one or more of the companies said customers to CARRIER constitutes valuable consideration. During the term of this AGREEMENT and for a period of two (2) years from its termination, CARRIER shall not, directly or indirectly, solicit or do business involving transportation of a warehousing nature with any the companies customers who are serviced by CARRIER as a result of this AGREEMENT unless otherwise agreed by the parties in writing.

CARRIER acknowledges that the by customer information being provided by DISPATCHER is the sole and exclusive property of DISPATCHER and that neither it, nor any employee, agent, or subcontractor shall back-solicit, directly or indirectly, communicate or perform any service for compensations for any account of DISPATCHER which has previously tendered to CARRIER for transportation, nor shall it pass on or reveal any customer information obtained to any other person or company.

Solicitation prohibited under this AGREEMENT means participation in any conduct, whether direct or indirect, the purpose of which involves transportation and/or handling of property by CARRIER for which CARRIER does, or did in the past, provide such service for that customer under arrangements first made or procured by DISPATCHER. Solicitation includes conduct initiated or induced by CARRIER, or accepted by CARRIER, upon inducement by DISPATCHER efforts.

CARRIER should perform services of a transportation or warehousing nature for compensation for any DISPATCHER customer without prior documented authorization from DISPATCHER during the applicable time period in violation of this AGREEMENT, CARRIER shall pay to DISPATCHER within ten (10) days of each such violation an amount equal to (8%) of all revenues invoiced by CARRIER to the solicited customer. Where a dispute or disagreement arises, both parties agree to tender the issue to binding arbitration in the **NEW JERSEY**.

CARRIER acknowledges that a breach of this provision will give rise to immediate and irreparable injury to DISPATCHER, which is inadequately compensated in damages. Accordingly, CARRIER agrees that DISPATCHER is entitled to obtain injunctive relief against the breach or threatened breach by CARRIER of this obligation, in addition to any other legal remedies, which may be available.

CARRIER further acknowledges that the precise damages DISPATCHER would sustain out of any breach of this covenant may be difficult to ascertain and agrees that it shall pay as damages, twenty five (25) percent of the aggregate of all rates and charges assessed by CARRIER for transportation services provided to any account of DISPATCHER that is handled in contravention of this agreement, plus liquidated damages of ten thousand (\$10,000.00) dollars.

CARRIER agrees that it will function under terms of this agreement strictly as duly permitted contract carrier, and hereby waives any and all rate provisions, which may be contained in its published carrier tariffs.

This agreement shall be deemed to be effective on the first date that CARRIER, DISPATCHER, and SHIPPER commence business together, and the parties hereby agree that the provisions herein properly express and memorialize the complete understanding as contained in any prior agreement either written or verbal.

**(Agreement to Pay Dispatcher Clause)**

**Please initial)**

- PAYMENTS THAT ARE DUE TO THE DISPATCHER ARE FOR SERVICES RENDERED AND PAYMENTS THAT ARE DUE TO DISPATCHER FOR SERVICES RENDERED ARE NOT CONTINGENT ON OUTSTANDING COMPANY PAYMENTS DUE TO THE CARRIER FOR LOADS THAT HE/SHE HAVE HAULED.
- THE CARRIER AGREES TO PAY THE DISPATCHER FOR SERVICES RENDERED REGARDLESS IF CARRIER HAS RECEIVED PAYMENT FROM SHIPPER HE/SHE HAS HAULED THE LOAD FOR.
- I, \_\_\_\_\_ understand and agree that I will pay the DISPATCHER for services rendered and I, \_\_\_\_\_ understand that the DISPATCHER will not wait until I/Carrier gets paid before she/DISPATCHER is paid for SERVICES RENDERED. Failure to pay the DISPATCHER for services rendered will result in termination of contract and services immediately, unless otherwise determined by the DISPATCHER. I, \_\_\_\_\_ have read the entire contract and Agreement to Pay Dispatcher Clause and the rules of how the DISPATCHER is paid and I, \_\_\_\_\_ agree to the terms of this Dispatcher/Carrier Agreement, the Agreement to Pay Dispatcher Clause and how the DISPATCHER gets paid.

**Dispatcher**  
etsy Pagan dba  
My Guys Dispatcher Service

\_\_\_\_\_ **Motor Carrier**  
\_\_\_\_\_ **Motor Carrier Name**

etsy Pagan dba My Guys Dispatcher Service  
Signature

\_\_\_\_\_  
Signature

\_\_ / \_\_ / 2018 (Date)

\_\_ / \_\_ / 2018 (Date)

My Guys Dispatcher Service  
1 Green St.  
Mount Holly, NJ 08060  
myguysdispatcherservice@gmail.com (Ph.) #910-260-5004 & (Fax) #609-784-7936



***My Guys Dispatcher Service***  
*"Integrity To Us,...Matters!"*

## **Power of Attorney**

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Contact: \_\_\_\_\_

\_\_\_\_\_, hereby appoint **"Betsy Pagan, for my My Guys Dispatcher Service"** of **21 Green St., Mount Holly, NJ 08060**, as my Attorney-in-Fact ("Agent").

Betsy Pagan, as my **"My Guys Dispatcher Service"** agents shall have full power and authority to act on my behalf. This power and authority shall authorize "Betsy Pagan, as my **"My Guys Dispatcher Service"** to manage and conduct affairs and to exercise all of my legal rights and powers, including all rights and powers that I may acquire in the future. "Betsy Pagan, as my **"My Guys Dispatcher Service"** powers shall include, but not be limited to, the power to:

- Contact shippers and brokers on my behalf for cargo.
- Transfer of Paperwork (Carrier Pack, Rate Confirmation, and Invoices) to shippers.
- Sign and Execute Rate Confirmations 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.

Betsy Pagan, as my **"My Guys Dispatcher Service"** shall not be liable for any loss that results from a judgment error that was made in good faith. However, "Betsy Pagan, as my **"My Guys Dispatcher Service"** shall be liable for willful misconduct or the failure to act in good faith while acting under the authority of this Power of Attorney.

authorize my Agent to indemnify and hold harmless any third party who accepts and acts under this document. Betsy Pagan, as my **"My Guys Dispatcher Service"** shall be entitled to reasonable compensation for any services provided as my Agent. Betsy Pagan, as my **"My Guys Dispatcher Service"** shall be entitled to reimbursement of all reasonable expenses incurred in connection with this Power of Attorney.

Betsy Pagan, as my **"My Guys Dispatcher Service"** shall provide an accounting for all acts performed as my agent, if I so request or if such a request is made by any authorized person.

initials \_\_\_\_\_

representative or fiduciary acting on my behalf. This Power of Attorney shall become effective immediately and shall not be affected by my disability or lack of mental competence, except as may be provided otherwise by an applicable state statute.

This is a Durable Power of Attorney. This Power of Attorney shall continue effective for **(24 Months)**. This Power of Attorney may be revoked by me at any time by providing **(30 Days)** written notice to my Agent.

Dated \_\_\_\_\_, 20( 18 )

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

## Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <p><b>3</b> 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.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC      <input type="checkbox"/> C Corporation      <input type="checkbox"/> S Corporation      <input type="checkbox"/> Partnership      <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><b>Note:</b> 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 <b>not</b> 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.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p> <p><b>6</b> City, state, and ZIP code</p> <p><b>7</b> List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

### 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.

<b>Social security number</b>				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> </table>				
<b>or</b>				
<b>Employer identification number</b>				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> </table>				

### 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.

<b>Sign Here</b>	<p>Signature of U.S. person ▶ _____</p>	<p>Date ▶ _____</p>
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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](http://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.*