



My Guys Dispatcher Service

"Integrity To Us,...Matters!"

MY GUYS HOT SHOT/LTL CARRIER PROFILE SETUP FORM

MC#: _____ DOT: _____
 Driver License # _____ EXP Date: _____
 Restrictions: _____ State: _____
 Taxpayer ID# _____ (Federal) (SSN)
 (please circle one)
 Are you at least 21 years of age? _____ (yes) / (no) DOB: _____

Company Name: _____
 Street Address: _____
 City: _____
 State & Zip: _____,
 Contact Person: _____
 Phone: () - _____
 Mobile Phone: () - _____
 Fax: () - _____
 Email Address: _____

Mailing Address
 if different from above _____ (mark same as above)
 Different Street address: _____
 City: _____
 State & Zip: _____,
 Emergency Contact: _____
 Phone: _____

Insurance Company: _____
 Policy Number: # _____
 Contact: _____
 Email: _____

Phone: () -
Fax: () -

EQUIPMENT TYPES

HOTSHOTS: ___(VAN) ___(PICKUP & TRAILER) ___(STRAIGHT TRUCK)

Tilt-Bed (Roll-off)_____ Flatbed Tow Truck_____ 5th Wheel_____

Winches _____ Cable _____ Crane _____

What is the dimensions of your trailer type: _____

Max weight capacity: _____

What is the minimum rate per mile, that you are willing to haul a load for _____?

Experience with cargo shipping containers? (YES) or (NO).

Two Personal/Business References:

- 1). Name: _____ # of years known: _____
Email: _____ Cell/Home: _____
- 2). Name: _____ # of years known: _____
Email: _____ Cell/Home: _____

Please, if you would be so kind, as to returning this completed #1) MY GUYS Hot Shot/LTL Carrier Profile Setup Form along with the #2) your signed MY GUYS Dispatcher/Hot Shot Carrier Agreement, #3) Power of Attorney, #4) Copy of Your Authority, #5) Current Copy of your Certificate of Cargo Insurance and #6) W-9.

Email to : myguydispatcherservice@gmail.com

Phone : 910-260-5004 Fax # 609-784-7936

Mail it to : My Guys Dispatcher Service, LLC

Mount Holly, NJ 08060



My Guys Dispatcher Service

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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



My Guys Dispatcher Service

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DISPATCHER/HOT SHOT & LTL 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 HOT SHOT/LTL CARRIER. WHEREAS, DISPATCHER is a transportation dispatcher handling the necessary paperwork between a SHIPPERS and the HOT SHOT/LTL CARRIER in order to secure "CARGO" for said HOT SHOT/LTL CARRIER.

WHEREAS, HOT SHOT/LTL CARRIER is a Motor CONTRACT Hot Shot/LTL Carrier subject to the jurisdiction of the ICC and FMCSA: NOW, THEREFORE, 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 HOT SHOT/LTL CARRIER for transportation in interstate commerce by HOT SHOT/LTL 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 HOT SHOT/LTL CARRIER agreement.

BLIGATIONS OF HOT SHOT CARRIER

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

HOT SHOT/LTL 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 HOT SHOT/LTL 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 HOT SHOT/LTL CARRIER shall be established between 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 by SHIPPER to HOT SHOT/LTL CARRIER. Confirmation will be signed by DISPATCHER and returned via FAX to SHIPPER.

HOT SHOT/LTL 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.

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

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

HOT SHOT/LTL 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. HOT SHOT/LTL CARRIER and DISPATCHER agree that disclosure of the identity of one or more of the companies said customers to HOT SHOT/LTL CARRIER constitutes valuable consideration. During the term of this AGREEMENT and for a period of two (2) years from its termination, HOT SHOT/LTL CARRIER shall not, directly or indirectly, solicit or do business involving transportation or of a warehousing nature with any the companies customers who are serviced by HOT SHOT/LTL CARRIER as a result of this AGREEMENT unless otherwise agreed by the parties in writing.

HOT SHOT/LTL Carrier acknowledges that the 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 solicit, directly or indirectly, communicate or perform any service for compensations for any account of DISPATCHER which has previously tendered to HOT SHOT/LTL 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 HOT SHOT CARRIER for which HOT SHOT/LTL 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 HOT SHOT/LTL CARRIER, or accepted by HOT SHOT/LTL CARRIER, upon inducement by DISPATCHER efforts.

HOT SHOT/LTL 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, HOT SHOT/LTL CARRIER shall pay to DISPATCHER within ten (10) days of each such violation an amount equal to (8%) of all revenues invoiced by HOT SHOT/LTL 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**.

HOT SHOT/LTL 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, HOT SHOT/LTL CARRIER agrees that DISPATCHER is entitled to obtain injunctive relief against the breach or

reathened breach by HOT SHOT/LTL CARRIER of this obligation, in addition to any other legal remedies, which may be available.

HOT SHOT/LTL 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 HOT SHOT/LTL 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.

HOT SHOT/LTL CARRIER agrees that it will function under terms of this agreement strictly as duly permitted under contract Hot Shot 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 HOT SHOT/LTL 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 Not Transport Clause)

Please initial)

- I, _____ THE HOT SHOT/LTL CARRIER, AGREES TO NOT ACCEPT LOADS THAT WILL PUT MY GCVWR-GROSS COMBINED VEHICLE WEIGHT RATING OVER 20,000 LBS
- I, _____ THE HOT SHOT/LTL CARRIER, ALSO AGREES, THAT IF IT IS EVER DISCOVERED THAT I/HOT SHOT CARRIER DID IN FACT ACCEPT & TRANSPORTED ANY SAID LOADS OVER 26,000 LBS., THAT THE PENALTIES, FINES AND/OR FEES THAT WERE ASSESSED THROUGH DOT-DEPT. OF TRANSPORTATION, ANY STATE/LOCAL AGENCIES, WILL BE THE SOLE RESPONSIBILITY OF I/HOT SHOT CARRIER AND NOT BETSY PAGAN DBA MY GUYS DISPATCHER SERVICE.

(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 HOT SHOT/LTL CARRIER FOR LOADS THAT HE/SHE HAVE HAULED.
- THE HOT SHOT/LTL CARRIER AGREES TO PAY THE DISPATCHER FOR SERVICES RENDERED REGARDLESS IF HOT SHOT/LTL CARRIER HAS NOT 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/Hot Shot/LTL 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

_____ Hot Shot/LTL Carrier

etsy Pagan dba
My Guys Dispatcher Service

_____ Motor Carrier Name

_____ BOTH

etsy Pagan dba My Guys Dispatcher Service

Signature

Signature

__ / __ / 2018 (Date)

__ / __ / 2018 (Date)

My Guys Dispatcher Service

11 Green St.

Mount Holly, NJ 08060

myguysdispatcherservice@gmail.com or (Ph.) #910-260-5004 & (Fax) #609-784-7936

