

RUN ROAD LOGISTICS

DISPATCH AND CARRIER AGREEMENT

1. RECITALS

This agreement made as of this _____ day of _____, 2021, by and between **RUN ROAD Logistics LLC**, and _____, of _____, MC # _____, hereinafter referred to as carrier.

Whereas, carrier/Owner Operator, desiring to retain Run Road Logistics LLC to provide dispatch services.

Whereas, Run Road Logistics LLC is a transportation dispatcher handling the necessary paperwork between shippers and the carrier.

The Carrier must prior to the implementation of this agreement furnish to Run Road Logistics LLC the following:

1. Copy of Carrier's Certificate of Authority (MC Permit)
2. Proof of Insurance Certificates**
3. A signed W-9
4. This Agreement form completed, dated, and signed

2. STATEMENT OF WORK

RUN ROAD will:

1. Book loads on the Carrier's behalf.
2. Send rate confirmations to Carrier's by 6pm.
3. Find freight that best matches the profile for the Carrier.
4. Upon the Carrier agreeing to the load, RUN ROAD LOGISTICS LLC will fax to shipper/broker the Carrier's, Authority, W-9, proof of insurance, and order insurance certificates if required, along with any other required supporting documentation.
5. Handle the setting of appointments if necessary
6. Prepare directions to shippers/consignee, if necessary
7. Provide access to our rates and shippers depending on location of the truck.
8. Assist with any problems that arise in the transit of the load when necessary, within our capabilities. Carrier is responsible for own equipment, we can direct you to a service that may be helpful.

9. All load information is available to the Carrier at all times, RUN ROAD LOGISTICS LLC will hold on to the dispatch, accessorial information, etc. until the load is completed.
10. Upon forwarding the final load confirmation, and mailing all documentation to the Carrier, the services of RUN ROAD LOGISTICS LLC have been fully performed.
11. Book and communicate load information to drivers between 8am-7pm Monday- Friday. Carrier will reach out to the broker for any issues regarding the load after 7pm.

A. Obligations of Dispatcher

1. Dispatcher agrees to handle paperwork, phone, and fax to and from the Broker or Shipper to tender commodities or shipments to Carrier for transportation in interstate commerce by Carrier between points and places within the scope of Carrier operating authority.
2. Dispatcher bears no financial or legal responsibility in the transaction between the Shipper, Carrier agreement.
3. Dispatcher will:
 1. Make a 100% effort to keep Carrier's truck(s) loaded.
 2. Carrier will be contacted about every load we find offer, and driver will Accept or Reject the load. Carrier cannot cancel once the load is booked.
 3. Invoice the Carrier at time of service, also provide a copy of each load Confirmation Sheet, Carrier is being billed for.

B. Obligations of Carrier

1. Carrier gives RUN ROAD LOGISTICS LLC authority to provide his/her signature for the rate confirmation sheets, invoices and associated paperwork necessary for securing cargo and billing purposes.
2. Carrier agrees to collect payment from 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 Carrier shall be established between the 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 OR EMAIL by Shipper to Carrier. Confirmation will be signed by RUN ROAD LOGISTICS and returned via FAX or EMAIL to Shipper.
3. Carrier agrees to text RUN ROAD LOGISTICS LLC when they arrive at the shipper
4. Carrier agrees to text RUN ROAD LOGISTICS LLC once loaded
5. Carrier agrees to text RUN ROAD LOGISTICS LLC once they arrive to the receiver
6. Carrier agrees to text RUN ROAD LOGISTIC LLC once loaded from the receiver.
7. In the event of a breakdown, Carrier is responsible for contacting roadside. We recommend signing up with a roadside company and issuing that contact info to your driver. Carrier is responsible for payment of any needed repairs.
8. Carrier nor driver is allowed to cancel once a load is booked.

9. Carrier is responsible for obtaining all permits.

3. CONSIDERATION

The Carrier agrees to pay RUN ROAD LOGISTICS LLC a non-refundable Five Hundred Dollar (\$500.00) set/up admin fee. An additional deposit of Five Hundred (\$500.00) Dollars is required to be paid before the initial dispatch and will also serve as payment towards your last week of service.

These rates will be required to be paid to RUN ROAD as per the conditions of the agreement. (i.e a 30 day subscription). A 5 day grace period will be allowed before the account becomes overdue. At 13 days the account will be suspended and reactivation fee will apply in addition to any overdue fees. After 30 days the account may be placed for collection.

RUN ROAD will invoice the Carrier as per the terms of the agreement via Email, U.S Mail or faxing said invoice. Payment can be made to RUN ROAD, Zelle, Quickbooks, Wires, ACH Deposits, Certified Check, or Money Order. Cash App Nor Venmo is accepted. Once the payment is processed the Carrier will be sent a confirmation receipt via email, fax or US Mail.

4. ADDITIONAL PROVISIONS

Once a load has been set up for the Carrier and the information given, it will be the responsibility of the Carrier to handle directly with the shipping party any problems, issues, delays, overages, shortages, damages, or billing and collections issues, unless you have made arrangements for additional services from RUN ROAD.

In no event will RUN ROAD LOGISTICS LLC 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 but our weekly gross quota is \$5,000. Each truck, however, is able to gross up more depending on how hard the driver is willing to work.

A. Termination

Our contract term is 12 months minimum

Contracts terminated by carrier before 12 month minimum will forfeit their deposit

B. Loading Procedures

Commercial vehicles must be loaded in such a manner as to prevent its cargo from leaking, spilling, blowing or falling from vehicle. The cargo must be immobilized or secured to

prevent shifting to the extent that the vehicle's stability or maneuverability is affected. All vehicles structures, systems, parts and components used to secure cargo must be in proper working order with no damaged or weakened components that will adversely affect their performance. Cargo must be firmly immobilized or secured on or within a vehicle by structures of adequate strength, dunnage or dunnage bags, shoring bars, tie-down or a combination of these. Articles of cargo that are likely to roll must be restrained by chocks, wedges, a cradle or equivalent 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.

C. 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 drives the vehicle and must examine the cargo and its 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. 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. 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 Carrier may be held liable for improperly securing a load under a common law theory of negligence, and federal regulations will provide evidence of 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 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 Carrier. 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 Carrier 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.

5. DISCLAIMER

RUN ROAD LOGISTICS LLC is not responsible for:

1. Billing Issues
2. Load Problems
3. Advances (All advances will have to be handled directly between Carrier and Shipper/Broker)
4. Handling and storage of paperwork (All documents will be sent to Carrier unless other arrangements are made)
5. DOT compliance issues.
6. SPIKE INSURANCE

6. GOVERNING LAW

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

7. JURISDICTION AND VENUES

RUN ROAD LOGISTICS LLC and the Carrier hereby consent to and agree to submit to the jurisdiction of the Federal and state courts located in Atlanta Ga, 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: _____

RUN ROAD LOGISTICS LLC: _____

(RUN ROAD LOGISTICS LLC Representative) _____

(Print Representative Name/Title)

COMPANY PROFILE

This information is to be better informed, and in the event to assist you. Once you have updated information we should be notified immediately. So that we can make the necessary changes. This information is strictly for our use and not released to any third party without your knowledge or written permission.

1. CARRIER INFORMATION

COMPANY NAME(DBA): _____

ADDRESS: _____

CITY: _____ ST _____ ZIP _____

CONTACT: _____ PHONE: _____

EMAIL: _____ FAX: _____

MC# _____ DOT # _____ EIN/SS# _____

SCAC# _____ TWIC# _____ HAZMAT# _____

2. EQUIPMENT INFORMATION

NUM OF TRUCKS _____ COMPANY _____ + Owner Operator _____

NUM OF TRAILERS : _____ VAN _____ REEFER _____ FLATBED _____ OTHER _____

ADDITIONAL INFO:

.....

SIGNED _____

POWER OR ATTORNEY

1. _____, the undersigned, do hereby grant to
_____, of _____
located at _____, as my Attorney-in-Fact, to receive on my
behalf information from Direct Shippers and Property Brokers, and to sign freight rate
confirmations on my behalf pertaining to such information:

This power of attorney will expire in twelve months from the date signed.

_____ Signature of Motor Carrier

_____ Address of Motor Carrier

_____ MC# of Motor Carrier

The affiant being duly sworn affirms and says that he or she is the signer(s) of the foregoing
power of attorney, and that he or she has read the foregoing power of attorney and understands
its contents.

Motor Carrier Name: _____

Authorized Party: _____

Signature: _____

Date: ____ / ____ / ____

DISPATCH: RUN ROAD LOGISTICS

Name: _____

Title: President/CEO

Signature: _____

Date: _____

INFORMATION ABOUT YOUR FACTORING COMPANY

Used for approved brokers purposes only,that is aligned with your factoring company.

Factoring _____ Website _____

Address _____ City _____ ST _____ Zip _____

Contact _____ Email Address _____

Tel # _____ Fax # _____

INFORMATION ABOUT YOUR INSURANCE COMPANY

Insurance _____ Website _____

Address _____ City _____ ST _____ Zip _____

Contact _____ Email Address _____

Tel # _____ Fax # _____

Any Specific Requirements or Request of your company,please write on the line below;

.....

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.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input type="checkbox"/> C Corporation
<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____	<input type="checkbox"/> S Corporation
<input type="checkbox"/> Other (see instructions) ▶ _____	<input type="checkbox"/> Partnership
<input type="checkbox"/> Trust/estate	<input type="checkbox"/> Trust/estate
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.	
Exempt payee code (if any) _____	
Exemption from FATCA reporting code (if any) _____	
<small>(Applies to accounts maintained outside the U.S.)</small>	
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																								
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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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