

Keep Em Rolling Dispatch Service

CARRIER SET-UP REQUIREMENTS

Welcome to Keep Em Rolling Dispatch Service. Please review all documentation and have the appropriate authorized person complete, sign and return the following items by email to

stacy.keepemrolling@gmail.com

Completed Documentation Needed:

Dispatch Agreement Limited Power of Attorney Company/Carrier Profile Driver Information Sheet (Please complete one for each driver/fleet unit.) Truck/Trailer Assignments

Documentation needed to start Dispatching Service:

Copy of Carrier's Authority Letter

of your DOT#

Copy of your W-9

Copy of Current Drivers License

MA voided company check

Copy of the SS4 Form Articles of Organization

Copy of Insurance Master Certificate Factoring Company Information with

contact name.

We require \$100,000.00 in Cargo and \$1,000,000.00 in Liability.

For questions/concerns regarding requirements please contact us at 316-880-2351

Thank you for choosing Keep Em Rolling Dispatch Service!

WE BUILD LONG TERM FREIGHT SOLUTIONS FOR ALL SIZE COMPANY'S AND TOGETHER WE CAN MAKE A DIFFERENCE.

KEEP EM ROLLING DISPATCHI SERVICE

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DOCUMENTS NEEDED TO START DISPATCHING YOUR TRUCKS

TO WHOM THIS MAY CONCERN,

Listed below is a list of the documentation we will need from you, so we can start dispatching your trucks.

- 1. FMCSA Carrier Authority Letter with your MC number on it.
- 2. Copy of your USDOT# Letter
- 3. Copy of your W-9
- 4. Factoring company information, with your account contact name and phone number.
- 5. Truck Unit Number(s) and VIN number(s)
- 6. Trailer Unit Number(s) and Vin number(s)
- 7. Copy of Insurance Master Certificate
- 8. Copy of your insurance certificate. Trucking industry standards require \$100,000.00 in Cargo and \$750,000.00 to \$1,000,000.00 in Liability.
- 9. SS4 form from the IRS with your company name and company address on it.
- 10. ARTICLES OF ORGANIZATION letter from the state in which your company became an LLC and/or Incorporated in. (This only applies if your company is a LLC and/or is Incorporated.)

We highly recommend in the trucking industry to have either an LLC and/ or Incorporated company if you don't currently have one setup. This will help protect your personal assets and give you more great tax benefits, please consult your local Tax Accountant and/or CPA for more information.

Thank you for choosing Keep Em Rolling Dispatch Service!

Keep Em Rolling Dispatch Service gives all our carriers the <u>Peace of Mind</u> they need so they can do what they do best by driving your way to success.

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Services We Provide - Our Services do the complicated and timely office work for you.

- We find the right loads for our carrier partner trucks to haul, by utilizing our current network of freight brokers.
- 2. We will negotiate the best current market rates on the loads.
- Credit Acquires with brokers/shippers
 This gives all our carrier partners the <u>PEACE OF MIND</u> to ensure they will be paid for the services they do for shippers and authorized freight brokers. If factoring is not an option we will only book a load that offers quick pay as an alternative.
- 4. Next, we will book the load on our carrier's behalf. (after carrier's approval)
- 5. We fill out all the necessary paperwork (Carrier Setup Packets) so you can move any load. This will safe all our carrier partners valuable time in their day.
- 6. We will send the carriers all the load information to pick up the load at the shipper, and deliver the load to the receiver.
- 7. We will help driver with any load directions or finding roadside assistance if carrier breaks down.
- 8. Carrier Support 24/7.

TOGETHER WE CAN MAKE A DIFFERENCE

OBLIGATIONS OF DISPATCHER

Keep Em Rolling Dispatch will:

1. Find freight that best matches parameters of the Client.

is mutually agreed by and between parties hereto as follows:

- Upon the Client approval, Dispatch will email to shipper/broker the Client's credentials (Authority, W-9, Insurance, Profile, References) and any additional information needed to set up and secure the load.
- 3. Handle the setting of appointments if necessary.
- 4. DISPATCHER agrees to give CARRIER any and/or all detention delay pay. (most dispatchers charge () percent.
- Assist with directions or any problems that arise in the transit of the load (when necessary) within our capabilities. Client is responsible for own equipment, hours of service requirements and costs related to operations.
- 6. All load information is available to Client at all times, Dispatch will hold onto the load information until completed.
- 7. DISPATCHER bears no financial or legal responsibility in the transaction between the SHIPPERS and CARRIER agreement.
- 8. It is the Driver/Client responsibility to fully read and review all dispatching paperwork on any load agreed upon to ensure the integrity of the load and requirements are met.
- 9. DISPATCHER is not responsible for hours of service. Drivers/Companies are required to legally maintain and abide by the FMCSA rules and regulations to hours of service. Client will not hold Keep Em Rolling Dispatch Service responsible for any legal matters regarding Hours of Service. It is the driver's responsibility before they are dispatched on a load to check their hours of service available to ensure the load can be successfully delivered safely and legally to meet FMCSA requirements.

OBLIGATIONS OF CARRIER

Provide the following:

- 1. A signed Limited Power of Attorney form.
- 2. Copy of Client's Authority.
- 3. Proof of Insurance Certificates requires at least

\$1,000,000 (Power) and at least \$100,00 in cargo coverage.

- 4. A signed W-9.
- 5. This Agreement form completed, dated, and signed.

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Dispatcher Carrier Agreement

- A completed Company Profile Sheet.
- 7. Cell phone or contact phone number and name of main company contact(s).
- 8. Voided company check for use of quick pay when needed from brokers
- ROL release of liability from your factoring company. This is used when you don't take brokers quick pay and want payment sent to factory company.
- CARRIER agrees to pay DISPATCHER ____ percent of the face value of loads, 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 agrees to pay DISPATCHER within 24hrs of invoiced loads on Friday of each week for delivered loads.
 Payment can be made through the invoice app
- CARRIER agrees to <u>Exclusively</u> use Keep Em ROLLING Dispatch service and will not engage in using
 competing dispatching services or book loads on your behalf without the dispatcher involvement while this
 agreement is in place, unless otherwise noted in Addendum Agreement.
- 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 term inate same by giving 14 days' written notice to the other.
- 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 will be responsible to comply with all applicable state and federal regulations pertaining to the operation
 of a motor carrier.
- Client agrees to hold harmless, before, during and after the contract, all direct or indirect damages resulting from Client hauling of shipper's freight. This includes, but is not limited to loading problems or issues, delays, overages, shortages, damages, billing and collection issues as well as hours of services.
- CARRIER agrees to hold DISPATCHER harmless from any liability for personal injury or property dam age
 occurring during operation conducted by CARRIER pursuant to this agreement. In no event will Keep Em Rolling
 Dispatch be liable for any incidental, consequential, or indirect damages for the loss of profits, or business
 interruption arising out of this agreement.
- Client agrees they will give a 24 hour advance notice should the client not be available for dispatch. (If you need scheduled time off and/or not working for any amount of time, please let us know ASAP so we do not plan any loads for your truck.)

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 this 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

Initial Page 2 of 4

Dispatcher Carrier Agreement

or indirectly, solicit or do business involving transportation or 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 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 DISPACTCHER 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.

If 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 (15%) 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 jurisdiction of Federal and State courts located in Sedgwick County in the state **KANSAS**.

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 waves 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. If CARRIER chooses to terminate this agreement, then signed 14-day notification of cancellation must be received by Keep Em Rolling Dispatch.

Initial Page 2 of 4

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 CARRIER as a result of this AGREEMENT unless otherwise agreed by the parties in writing, for the period of two (2) years from its termination,

Dispatcher	Motor Carrier		
Signature	x		_
Stacy Denning	Signature		
_ Printed Name and Title	Printed Name and Title		_
// Date	// Date		
Keep Em Rolling Dispatch Service 9501 E Stafford Ct			
Wichita KS 67207			
316-880-2351			
PEMROLLINGDISPATCH@HOTMAIL.COM		Initial	_ Page 4 of

ATTACHMENT A	
Please read and initial below Dispatching Service and Ope	erations
Initial Carrier agrees to pay KEEP EM ROLLIN value of loads as stated on confirmation sheet. In return 3	
Dispatch Service agrees to help with all listed duties and of Agreement. Carrier agrees not to utilize any additional dispoperations dispatching option.	
InitialCARRIER agrees to a minimum of a 12 m Premium full service dispatching and operations services li Dispatch Service Agreement, and will not use competitor s	sted above and/or in the master Keep Em Rolling
agreement with Keep Em Rolling Dispatch Service. Initial CARRIER agrees to pay KEEP EM ROLLIN	
receiving Invoice on Adam and payments can be made we Monday	ria invoice app.
Keep Em Rolling Dispatch Service	Motor Carrier
	×Signature
Signature	
	Printed Name and Title
Printed Name and Title	// Date
/ / Date	
Keep Em Rolling Dispatch Service 9501 E Stafford Ct	
Wichita KS 67207	

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POWER OF ATTORNEY

Company Name	MC#
Address	
City	
State	
Zip	
Zip Phone ()	
Fax ()	
Email Address	"WEED SAA BOLLING DISPATCH SERVICE" of
I, hereby app	point <u>"KEEP EM ROLLING DISPATCH SERVICE"</u> of
"9501 E STAFFORD CT WICHITA KS 6720"	7", as my Attorney-In-Fact (Agent II.
"KEEP EM ROLLING DISPATCH SERVICE" agen	ts shall have full power and authority to act on
my behalf. This power and authority shall au	thorize "KEEP EM ROLLING DISPATCH SERVICE
to manage and conduct affairs and to exerc	ise all of my legal <u>rights and powers including</u>
all rights and powers that I may acquire in the	<u>ne future. "KEEP EM ROLLING DISPATCH</u>
SERVICE" powers shall include, but not be lii	mited to, the power to:
SERVICE FOR CO. C.	
1. Contact shippers and brokers on my behalf fo	r cargo.
2. Transfer of Paperwork (Carrier Packet, R	ate Confirmations, Insurance Certificates, Invoices
and all necessary paperwork) to shippers.	
3. Sign and Execute Rate Confirmations for freig	ht on my behalf.
This Power of Attorney shall be construed broad	ally as a General Power of Attorney. The listing of
Specific powers is not intended to limit or restri	ct the general powers granted in this rower or
Attorney in any manner. "KEEP EM ROLLING DISPATCH SERVICE" shall	not be liable for any loss that results from a
<u>"KEEP EM ROLLING DISPAICH SERVICE</u> shall judgment error that was made in good faith. Ho	NAME OF HABIE TOT ANY 1033 CHARTESTALS WOWLE
judgment error that was made in good faith. He	r the failure to act in good faith while acting under
SERVICE"shall be liable for willful misconduct of	I the failure to act in good faith while define a single
the authority of this Power of Attorney.	mless any third party who accepts and acts under
This document. "KEEP EM ROLLING DISPATCH	SERVICE" shall be entitled to reasonable
This document. KEEP EIVI ROLLING DISTAICH	Agent. "KEEP EM ROLLING DISPATCH SERVICE"
shall be entitled to reimbursement of all reason	able expenses incurred in connection with this
shall be entitled to reimbursement of an reason	CH SERVICE" shall provide an accounting for all
Power of Attorney. "KEEP EM ROLLING DISPATATION ACTS performed as my Agent, if I so request or if	such a request is made by any authorized
acts performed as my Agent, it is brequest of it	Such a request is mode by any damonized
personal representative or fiduciary acting	me effective immediately and shall not be affected
have disability as lack of mental competence.	except as may be provided otherwise by an
and inching state statute. This is a Durable Powel	r of Attorney. This Power of Attorney shall continue
effective for (12 Months). This Power of Attorne	ey may be revoked by me at any time by providing
(30 Days) written notice to my Agent.	
Dated20	
Signati	ıre
Printed	l Name

CARRIER/COMPANY PROFILE FORM

Instructions: Please complete this form giving us all the information that pertains to you and your company. The better informed we are, the better we will be able to assist you. This form can be updated at anytime by notifying us. This information is for our use only and will not be released to any third party without your express written permission.

PARTI: CARRIER PROFILE INFORMATION SECTION:

COMPANY:_____D/B/A (If Any):_____

PHYSICAL ADDRES	S: MAILING AD	DRESS:	
CITY:	STATE:	_ZIP:	_
MAIN CONTACT:	0	FFICE PHONE	E:FAX:
CELL:EM	ERGENCY CON	ITACT:	PHONE:
EMAIL ADDRESS:			
WEBSITE IF ANY:_			
DOT #:	_MC#:	SSN/EIN#:	
HAZMAT CERTIFIE	ED:	CDI.	NON CDL
(for m	PART2: EQU nore than one tru	UIPMENT SEC	
TYPE OF TRAILE	R::		
LENGTH			
MAX LOAD WEIG	HT:		
COMMENTS:			

PART3: SERVICE AREAS OF OPERATION: (Check all that apply)

United States: [] All 48 States
[]AL[]AR[]AZ[]CA[]CO[]CT[]DE(]FL[]GA[]IA[]ID []IL[]IN[]KS[]KY[]LA[]MA[]MD[]ME[]MI[]MO[]MN []MS[]MT[]NC[]ND[]NE[]NH[]NJ[]NM[]NV[]NY[]OH [)OK[)OR[]PA[)RI[)SG[)SD[]TN[)TX[)UT[]VA[)VT[) WA[;WI[]WV[]WY
Canada: [] AB [] BC [] MB [] ON [] QB [] SK
Mexico: []
Rate of Haul Information: Please give us your minimum rate information. We understand that many
factors will change this information. But this will give us a starting point.
MINIMUM RATE PER MILE:MAX PICKS:
MAX DROPS:
COST PER EXTRA STOP:
DRIVER TOUGH :(Y/N):COMMENTS:

MULTIPLE TRUCK OPERATION FORM

Please complete this form if you are a trucking company with more than one (1) truck working under your authority.

TRUCK#	TRAILER#	TYPE TRLR	MAX WEI GHT	DRIVER	CELL
					-
			=		
	1				

N	O	tes.
1 1	•	LCJ.

1.	- Does the assigned dri	er have the	right to	make a	load o	decision 1	or	you	?
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- 2. Does the driver need to have a copy of the load confirmation?
- 3. Do we need to do the initial dispatch of the driver, or will you?
- 4. Other:

PART4: FACTORING INFORMATION:

If you use a factoring service, please provide us with the following information. This will ensure that we only use brokers that are approved by your factoring company.

FACTORING COMPANY NAME:					
CONTACT:					
PHONE:					
FAX:					
WEBSITE:					
BILLING ADDRESS: _					
CITY:	STATE:	ZIP CODE			
PAF	RTS: INSURANCE INFO	DRMATION:			
Please note: We do require our carriers to maintain a minimum of \$1 Million in liability and \$100,000.00 in Cargo insurance.					
INSURANCE COMPAI	NY:				
CONTACT:					
PHONE:	FAX:	EMAIL:			
ADDRESS:					
CITY:	STATE:	ZIP CODE:			
PART 6: OTHER INFORMATION:					
PLEASE USE THE FOLLOWING SECTION TO BETTER DESCRIBE YOUR COMPANY THAT WE HAVE NOT ALREADY ASKED FOR. Office Use Only: Updated On:_// Comments:					
Commond.					