



1980 Festival Plaza Dr, Las Vegas, NV 89135  
Tel: (844) 344-5100 Fax: (702) 900-9595  
Email: info@ewaysonline.com  
Website: www.EwaysOnline.com

## DISPATCHER – CARRIER AGREEMENT

This Dispatcher-Carrier Agreement (hereinafter "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, (the "effective date") by and between EWAYS LLC, a Nevada limited liability company ("Dispatcher") and \_\_\_\_\_, a Registered Motor Carrier with its principal office at \_\_\_\_\_, ("Carrier"); collectively referred to as the "Parties".

WHEREAS, DISPATCHER is an Independent Contractor conducting Load Tendering Transitions between Freight Shippers or Freight Holders, and Carriers authorized by the Federal Motor Carrier Safety Administration ("FMCSA") to operate as a Registered Property Carriers Pursuant to Licenses issued. DISPATCHER is not a broker nor acting as a broker to the CARRIER.

WHEREAS, CARRIER, an independent contractor, is licensed by the FMCSA to operate as a for-hire motor carrier pursuant to authority issued in MC Number \_\_\_\_\_ and/or DOT Number \_\_\_\_\_.

WHEREAS, the transportation service provided by CARRIER for Freight Shippers, whether on regulated, unregulated, or intrastate traffic, is intended by the Parties to be contract carriage between the CARRIER and Freight Shippers/ Holders as defined in 49 U.S.C. § 13102 (4) and §14101 (b) and not between DISPATCHER, and the Parties hereto intend that the contractual arrangement be continuous in nature until this agreement is, by its terms, terminated; and

WHEREAS, both DISPATCHER and CARRIER enter into this Agreement for the purpose of providing and receiving specified services under specified rates and conditions, DISPATCHER and CARRIER deem it essential to their respective interest to establish and maintain an Independent Contractor relationship in the execution and performance of this agreement; and

DISPATCHER is NOT responsible for the following: billing issues, load problems, advances (all advances will have to be handled directly between CARRIER and shipper/broker), handling and storage of paperwork (all documents will be sent to CARRIER, at CARRIER's expense ), and DOT compliance issues;

NOW THEREFORE, for and in consideration of the mutual covenants and undertakings herein, and subject to the terms and conditions hereinafter set forth, the Parties hereto warrant, covenant and agree as follows:

CARRIER desires to retain DISPATCHER by executing a Limited Power of Attorney to find, negotiate, and procure freight for and dispatch CARRIER's equipment at a rate of 5% (or minimum \$50) of the gross of each load. Additional billing service may be procured at a rate of \$10 per invoice, as well as each carrier packet completed at a rate of \$20 per packet.

All DISPATCHER fees must be paid after each load has been booked and accepted by the CARRIER.

CARRIER must, prior to the implementation of this agreement, furnish to DISPATCHER the following:

1. A signed Limited Power of Attorney form
2. Copy of CARRIER's Motor Carrier Authority
3. This AGREEMENT form completed, dated and signed





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- 4. Copy of Insurance Certificates, listing DISPATCHER as a certificate holder. \*\*DISPATCHER requires at least \$1,000,000 liability insurance and at least \$100,000 cargo coverage. \*\*Power only carriers must also have \$40,000 non-owned trailer or interchange insurance.
- 5. Payment Authorization form completed, dated and signed
- 6. A signed W-9
- 7. Company Profile Sheet (including a list of three established references)
- 8. Cell phone or contact phone number and name of main company contact

EWAYS LLC  
Company (DISPATCHER)

\_\_\_\_\_  
Company (CARRIER)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



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**POWER OF ATTORNEY**

Company \_\_\_\_\_ Owner \_\_\_\_\_

DOT# \_\_\_\_\_ MC# \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_ Email \_\_\_\_\_

I, \_\_\_\_\_ hereby appoint "EWAYS LLC" of "1980 Festival Plaza Dr, Las Vegas, NV 89135", as my Attorney-in-Fact ("Agent"). "EWAYS LLC" agents shall have full power and authority to act on my behalf. This power and authority shall authorize "EWAYS LLC" 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. "EWAYS LLC" powers shall include, but not be limited to the power to:

1. Contact shippers and brokers on my behalf for cargo.
  2. Transfer of Paperwork (Carrier Packet, Rate Confirmations, Insurance Certificates, Invoices and all necessary Paperwork) to shippers.
  3. Sign and Execute Rate Confirmations for freight on my behalf.
- 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. "EWAYS LLC" shall not be liable for any loss that results from a judgment error that was made in good faith. However, "EWAYS LLC" shall be liable for willful misconduct or the failure to act in good faith while acting under the authority of this Power of Attorney.

I authorize my Agent to indemnify and hold harmless any third party who accepts and acts under this document. "EWAYS LLC" shall be entitled to reasonable compensation for any services provided as my Agent. "EWAYS LLC" shall be entitled to reimbursement of all reasonable expenses incurred in connection with this Power of Attorney. "EWAYS LLC" 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 personal 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 until revoked. This Power of Attorney may be revoked by me at any time by providing written notice to my Agent.

\_\_\_\_\_, 20\_\_\_\_  
Date

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

\_\_\_\_\_  
Signature

