

# Dispatch Carrier Packet



Dispatcher	Carrier
1Up Logistics LLC Dayton, Ohio	Legal Name: _____ USDOT #: _____ MC #: _____

## Dispatch Services Agreement (Dispatch-Only)

**Effective Date:** \_\_\_\_\_

This Dispatch Services Agreement ("Agreement") is entered into between 1Up Logistics LLC ("Dispatcher") and the carrier identified above ("Carrier").

### 1. Relationship / Authorized Agent

**1.1 Authorized Agent.** Carrier appoints Dispatcher as Carrier's authorized agent for the limited purpose of assisting Carrier with locating freight opportunities, communicating with brokers/receivers/shippers, and performing administrative dispatch services as described in this Agreement.

**1.2 Carrier Control.** Carrier retains sole control over whether to accept or reject any load, the final rate and terms accepted, operation of vehicles and drivers, regulatory compliance, and performance of transportation. Dispatcher does not operate motor vehicles and does not assume responsibility for transportation services.

**1.3 Not a Broker.** Dispatcher is not a freight broker and will not hold itself out as a broker. Dispatcher will not represent shippers, will not take possession of freight, and will not re-sell, re-broker, or re-dispatch loads.

### 2. Services

Dispatcher will provide administrative dispatch services including: (a) sourcing and presenting load options aligned to Carrier's equipment and lane preferences; (b) communicating with brokers to confirm load details and negotiate, subject to Carrier approval; (c) assisting with carrier setup packets; (d) obtaining and organizing rate confirmations and dispatch details; (e) check-calls/ETA updates as agreed; and (f) assisting with POD submission and invoicing/factoring submission as requested.

Exclusions. Dispatcher does not provide brokerage, legal, tax, safety management, or regulatory compliance services unless separately agreed in writing.

### 3. Carrier Obligations

Carrier shall maintain valid authority and insurance; provide accurate equipment and availability information; make final decisions on load acceptance and rates; perform all transportation; and remain responsible for drivers, equipment, cargo care, claims, on-time performance, and all regulatory compliance.

### 4. Compensation (7% Weekly)

**4.1 Fee.** Carrier will pay Dispatcher a fee equal to **seven percent (7%)** of the Gross Load Revenue for each load booked or managed by Dispatcher.

**4.2 Gross Load Revenue.** "Gross Load Revenue" means the total amount shown on the **signed rate confirmation** (including any stated fuel surcharge), **excluding** detention, layover, TONU, lumber reimbursement, and other pass-through reimbursements unless expressly included on the rate confirmation as part of the linehaul/fuel amount.

**4.3 Weekly Invoice Timing.** Dispatcher will email Carrier an invoice **each Monday by 11:00 a.m. Eastern Time** for loads booked/managed during the prior week (Monday 12:00 a.m. ET through Sunday 11:59 p.m. ET), unless otherwise agreed in writing.

**4.4 Payment Terms.** Payment is due within **3 business days** of invoice date via an agreed payment method.

## 5. Nonpayment, Late Fees, and Legal Remedies

**5.1 Suspension of Services.** If Carrier fails to pay an undisputed invoice when due, Dispatcher may suspend dispatch services until the account is brought current.

**5.2 Late Fee / Interest.** Past-due undisputed amounts will incur a late fee of **\$50** plus interest at **1.5% per month** (or the maximum allowed by law, if lower) beginning the day after the due date.

**5.3 Collection Costs and Attorney Fees.** Carrier agrees to pay all reasonable costs of collection, including collection agency fees, court costs, and reasonable attorney fees, to the extent permitted by law.

**5.4 Other Remedies.** Dispatcher may pursue any remedies available at law or in equity to collect amounts owed, including suit for breach of contract.

## 6. Accessorials & Documentation

Dispatcher may request detention/layover/TONU/lumper reimbursement on Carrier's behalf when instructed, but Carrier remains responsible for providing documentation (in/out times, receipts, BOL/POD) and eligibility.

## 7. Load Board Seats & Credentials

Carrier will maintain its own load board subscriptions (e.g., DAT, Truckstop). Carrier agrees to **add Dispatcher as a seat/authorized user** where available and provide the necessary invite links/login credentials. Dispatcher will use Carrier credentials **only** for Carrier's business and will not use one carrier's account to dispatch other carriers.

## 8. Confidentiality & Non-Solicitation

Each party will keep confidential all business information including rates, broker contacts, lane strategies, and documents. During the term and for **12 months** after termination, Carrier will not solicit or hire Dispatcher's staff/contractors.

## 9. Term & Termination

This Agreement begins on the Effective Date and continues month-to-month. Either party may terminate with **7 days' written notice**. Either party may terminate immediately for fraud, illegal activity, material breach, or credential misuse. Fees earned on booked loads remain due and payable.

## 10. Independent Contractor

Dispatcher is an independent contractor. Nothing in this Agreement creates an employment relationship, partnership, or joint venture.

## 11. Governing Law & Venue

Ohio law governs this Agreement. The parties agree that any legal action arising from this Agreement will be brought in the state or federal courts located in **Montgomery County, Ohio**, and each party consents to jurisdiction and venue in those courts.

## **12. Entire Agreement**

This document, including exhibits, is the entire agreement and may be modified only in writing signed by both parties.

## Signature Page

By signing, Carrier confirms it has reviewed and agrees to the terms of the Dispatch Services Agreement.

Carrier		Dispatcher	
Name/Title:	_____	Name/Title:	_____
Company:	_____	Company:	1Up Logistics LLC
Signature:	_____	Signature:	_____
Date:	_____	Date:	_____

## Exhibit A - Carrier Profile & Onboarding (Carrier to Complete)

Fill out the sections below.

<b>Company &amp; Billing</b>	
<b>Carrier Legal Name</b>	_____
<b>Dispatch Contact Name/Title</b>	_____
<b>Email</b>	_____
<b>Phone</b>	_____
<b>Billing Email (for invoices)</b>	_____
<b>Preferred Payment Method</b>	_____
<b>Authority &amp; Insurance</b>	
<b>USDOT #</b>	_____
<b>MC #</b>	_____
<b>Insurance Provider</b>	_____
<b>Cargo Limit</b>	_____
<b>Factoring Company (if any)</b>	_____
<b>NOA On File? (Y/N)</b>	_____

### Equipment Details (Carrier to Complete)

<b>Dry Van</b>	Trailer length: _____ Door type: _____ Straps: _____ E-tracks: _____
<b>Reefer</b>	Trailer year: _____ Temp range: _____ Continuous required (Y/N): _____ Washout: _____
<b>Power-Only</b>	Hook/Drop: _____ Trailer types: _____ Port/Chassis (Y/N): _____ Bobtail: _____
<b>Notes</b>	_____ _____

### Preferred Operations (Carrier to Complete)

<b>Primary lanes / markets</b>	_____
<b>Minimum RPM goal</b>	_____
<b>Max deadhead (miles)</b>	_____
<b>Driver start time</b>	_____
<b>Recap vs reset</b>	_____
<b>Tracking apps driver can use</b>	_____
<b>After-hours policy</b>	_____

## Exhibit B - Communication Rules

Topic	Standard
Check-calls	Empty / Loaded / ETA / Delivered. Notify delays immediately.
Appointments	Notify issues ASAP so detention/layover can be documented.
Paperwork	Provide POD/BOL quickly after delivery. Keep clear photos of receipts.
Tracking	Use broker-required tracking when practical.
Safety / HOS	Carrier remains responsible for HOS compliance and safe operation.