# Dispatch Service Agreement

*Brodus Dispatch & Logistics LLC — Keeping Trucks Moving. Managing Logistics. Building Partnerships.*

813-543-6377 | brodusdispatchlogistics@gmail.com | www.bdlogistics.live

This Dispatch Service Agreement ("Agreement") is entered into on the Effective Date below between Brodus Dispatch & Logistics LLC, a Florida limited liability company ("Brodus" or "Dispatcher"), and the motor carrier identified below ("Carrier"). Brodus and Carrier are each a "Party."

## Carrier Information (complete all fields)

| | |
|---|---|
| **Effective Date** | |
| **Carrier Legal Name** | |
| **DBA (if any)** | |
| **Entity Type** | ☐ LLC ☐ Corporation ☐ Sole Proprietor ☐ Other: _____ |
| **Owner / Authorized Representative** | |
| **Business Address** | |
| **Phone** | |
| **Email** | |
| **USDOT Number** | |
| **MC Number** | |
| **Number of Trucks Covered** | |
| **Factoring Company (if any)** | |

## 1. Relationship of the Parties

1.1 Brodus is a truck dispatch and logistics management service. Brodus is not a freight broker, freight forwarder, shipper, or motor carrier, and does not hold itself out as any of these.

1.2 Carrier is an independent motor carrier that operates under its own USDOT and MC authority. The Carrier keeps full control over its drivers, equipment, routes, and operations. Nothing in this Agreement creates an employment, partnership, joint venture, or agency relationship, except the limited authority in

Section 4.

1.3 Carrier contracts directly with brokers and shippers, and is paid directly by them or by Carrier's factoring company. Brodus does not collect, hold, or mark up freight charges.

## 2. Services Provided by Brodus

Brodus will use reasonable efforts to provide the following services ("Services"):

- Searching load boards, broker networks, and direct shipper contacts for loads that match Carrier's equipment, lanes, and rate minimums
- Negotiating rates with brokers and shippers on Carrier's behalf
- Completing broker and shipper setup packets using information Carrier provides
- Reviewing and sending rate confirmations to Carrier for approval
- Screening brokers for credit, payment history, and fraud risk before booking
- Coordinating pickup and delivery appointments and check calls
- Collecting BOLs, PODs, and receipts and sending them for invoicing the same day they are received
- Planning reloads and backhauls to reduce empty miles
- Any add-on services Carrier selects in Schedule A

Brodus does not guarantee any minimum number of loads, miles, or revenue.

## 3. Load Approval

3.1 Carrier has the sole right to accept or decline any load. Brodus will not book a load without Carrier's approval by phone, text, or email.

3.2 Once Carrier approves a load and the rate confirmation is signed, Carrier is responsible for completing it according to the rate confirmation and the broker's or shipper's requirements.

## 4. Limited Power of Attorney

Carrier appoints Brodus as its limited agent only to (a) complete broker and shipper setup paperwork, (b) sign rate confirmations for loads Carrier has approved, and (c) request and send load documents and invoices. This authority does not allow Brodus to borrow money, collect payments, sign contracts other than rate confirmations, or bind Carrier to any load Carrier has not approved. Carrier may revoke this authority in writing at any time.

| **Carrier Initials (Limited POA)** | |
|---|---|

## 5. Dispatch Fee and Payment

**5.1 Free 14-Day Trial.** New carriers receive 14 calendar days of dispatch service with no dispatch fee, starting on the Trial Start Date below. Loads picked up during the trial carry no dispatch fee.

**5.2 Dispatch Fee.** After the trial, Carrier will pay Brodus the dispatch fee stated in Schedule A, calculated on the gross line-haul rate shown on each rate confirmation (including fuel surcharge, excluding reimbursed lumper fees).

**5.3 When Due.** The dispatch fee for each load is earned when the load is delivered and is due within 2 days after Carrier is paid for that load (by broker, shipper, or factoring company), and in no case later than 3 days after delivery.

**5.4 How Paid.** ☐ ACH ☐ Deducted by factoring company under a payment direction ☐ Weekly invoice ☐ Other: _____

**5.5 Late Payment.** Fees unpaid more than 3 days past due may result in suspension of Services until paid, and a late charge of 25% per month (not to exceed the maximum allowed by Florida law).

**5.6 Cancelled or Unpaid Loads.** No dispatch fee is owed on a load that is cancelled before pickup or that the broker never pays, provided Carrier delivered the required paperwork on time. If a broker pays a cancellation (TONU) fee, the dispatch fee applies to that amount.

| | |
|---|---|
| **Trial Start Date** | |
| **Trial End Date (Day 14)** | |
| **Carrier Initials (Fees)** | |

## 6. Carrier Responsibilities

Carrier agrees to:

- Keep its USDOT and MC authority active and in good standing, and tell Brodus immediately of any change, suspension, or out-of-service order
- Keep auto liability, cargo, and any other insurance required by law or by brokers in force, list Brodus as a certificate holder, and send an updated certificate at each renewal
- Operate legally and safely, including hours-of-service, ELD, drug and alcohol testing, vehicle maintenance, and licensing rules
- Give Brodus accurate information about equipment, availability, location, and lanes
- Send signed BOLs, PODs, and receipts to Brodus the same day a load is delivered
- Tell Brodus right away about delays, breakdowns, accidents, damage, or shortages
- Pay its own fuel, tolls, permits, maintenance, driver pay, taxes, and other operating costs

## 7. Non-Circumvention

During this Agreement and for 12 months after it ends, Carrier will not book loads directly with a broker or shipper that Brodus first introduced to Carrier, in order to avoid paying the dispatch fee, unless Brodus agrees in writing. If Carrier does so, Carrier will pay Brodus the dispatch fee that would have applied to those loads.

## 8. Confidentiality

Each Party will keep confidential the other's rates, customer and broker contacts, financial information, and business practices, and use them only to perform this Agreement. This does not apply to information that is public or that a Party is required by law to disclose.

## 9. Liability and Indemnification

9.1 Carrier is solely responsible for the transportation of freight, its drivers, and its equipment, including cargo loss or damage, accidents, injuries, fines, and violations.

9.2 Carrier will defend, indemnify, and hold harmless Brodus and its members from claims, losses, and costs (including reasonable attorney fees) arising from Carrier's operations, its drivers, its equipment, the freight it hauls, or its breach of this Agreement.

9.3 Brodus is not liable for broker or shipper non-payment, freight claims, or lost profits. Brodus's total liability under this Agreement is limited to the dispatch fees Carrier paid Brodus in the at least 10 days before the claim arose.

## 10. Term and Termination

10.1 This Agreement begins on the Effective Date and continues month to month until ended by either Party.

10.2 Either Party may end this Agreement for any reason with 30 days' written notice (email is acceptable). Carrier may end it during the 14-day trial with written notice and owe nothing.

10.3 Brodus may end this Agreement immediately if Carrier's authority or insurance lapses, Carrier acts unsafely or illegally, or Carrier fails to pay fees when due.

10.4 Dispatch fees for loads booked before termination remain due, and Sections 7, 8, and 9 survive termination.

## 11. General Terms

**11.1 Governing Law.** This Agreement is governed by the laws of the State of Florida. Any dispute will be resolved in the courts of Pinellas County, Florida.

**11.2 Entire Agreement.** This Agreement, Schedule A, and the Carrier Onboarding Packet are the entire agreement between the Parties. Changes must be in writing and signed (electronic signatures are acceptable) by both Parties.

**11.3 Notices.** Notices may be sent by email to the addresses in this Agreement.

**11.4 Severability.** If any part of this Agreement is found unenforceable, the rest stays in effect.

**11.5 Counterparts.** This Agreement may be signed in counterparts and electronically.

## Schedule A: Service Plan and Fees

| ✓ | Plan | Includes | Fee |
|---|---|---|---|
| ☐ | Core Dispatch | Load booking and rate negotiation, broker setup, broker fraud and credit screening, same-day paperwork, home-time planning, Florida reload planning | 10% of gross load rate |
| ☐ | Dispatch Plus | Everything in Core, plus compliance calendar (insurance, IFTA, UCR, 2290 reminders) and a weekly truck profit & loss report | Core 10% + $75 per truck per month |
| ☐ | Dispatch Premium | Everything in Plus, plus after-hours coverage and detention recovery | Plus pricing + 25% of detention collected |

## Optional Add-Ons

| | | |
|---|---|---|
| ☐ | Detention recovery (if not on Premium) | 100% of detention collected |
| ☐ | After-hours / weekend coverage (if not on Premium) | $150 per load |
| ☐ | Other: _____ | $_____ |

All fees are disclosed service fees. Brodus never marks up or collects freight charges.

## Signatures

By signing, each Party agrees to this Agreement and Schedule A.

| CARRIER | BRODUS DISPATCH & LOGISTICS LLC |
|---|---|
| Company: _____ | Company: Brodus Dispatch & Logistics LLC |
| Signature: _____ | Signature: _____ |
| Printed Name: _____ | Printed Name: B. Antonio Brown |
| Title: _____ | Title: Founder and Managing Director |
| Date: _____ | Date: _____ |