



**UTL Dispatching**

4083 W. Ave. L

Lancaster Ca. 93436

PHONE: (800) 564 3023

EMAIL: [info@utltruckingnlogistics.com](mailto:info@utltruckingnlogistics.com)

WEBSITE: [www.utldispatchingnlogistics.com](http://www.utldispatchingnlogistics.com)

## **UTL DISPATCHING NEW CARRIER PACKET**

Welcome to the UTL DISPATCHING Team! We are pleased that you have decided to grant us the permission to act as your dispatching service provider representing your company in the arena of covering your truck(s) and/or delivering the administrative functions, which is no small deal or transaction. We understand how important your business is to you. You have made a wise decision; we will represent you with integrity, professionalism and pride in all that we do!

To get enrolled in our program, please complete, sign and return the following items by email to [\*\*INFO@UTLTRUCKINGNLOGISTICS.COM\*\*](mailto:INFO@UTLTRUCKINGNLOGISTICS.COM)

### **REQUIRED DOCUMENTS:**

- **Completed and Signed Dispatch Agreement**
- **Limited Power of Attorney**
- **Carrier Company Profile**
- **Truck Operation Form**
- **Completed Safety Evaluation Form & New Entrant Safety Audit Report (Unrated Carriers)**
- **Copy of Carrier's Authority (Canadian Authority if applicable)**
- **Copy of your DOT#**
- **Copy of your W-9**
- **Copy of Workmen's Compensation and/or Occupational/Accidental Policies**
- **CARB Compliance Certificates**
- **Copy of insurance certificate. (We require \$100,000 in Cargo and \$1,000,000 in Liability)**

Once your paperwork is processed you will be contacted promptly with all pertinent information.

For questions/concerns regarding UTL DISPATCHING requirements please contact us at:

[\*\*INFO@UTLTRUCKINGNLOGISTICS.COM\*\*](mailto:INFO@UTLTRUCKINGNLOGISTICS.COM)

Thank you for choosing UTL DISPATCHING!



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## **AGREEMENT FOR DISPATCH SERVICES**

This AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between UTL DISPATCHING hereafter referred to as DISPATCHER, and Motor CARRIER \_\_\_\_\_, MC # \_\_\_\_\_ and DOT # \_\_\_\_\_.

### **1. RECITALS**

UTL DISPATCHING, hereinafter referred to as 'DISPATCHER', and \_\_\_\_\_, hereinafter referred to as 'CARRIER', desires to retain UTL DISPATCHING by executing a Limited Power of Attorney to find and secure freight for carrier and dispatch carrier's equipment.

WHEREAS, the DISPATCHER is a transportation dispatcher handling the necessary paperwork and freight rate negotiations between FREIGHT BROKERS, SHIPPERS and the CARRIER to secure "CARGO" for said CARRIER. DISPATCHER is not a PROPERTY BROKER nor acting as a PROPERTY BROKER to the CARRIER.

WHEREAS, CARRIER is a Motor Carrier subject to the jurisdiction of the ICC and FMCSA: NOW, THEREFORE, in consideration of the promises and covenants hereinafter contained it is mutually agreed by and between parties hereto as follows:

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;

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.



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CARRIER agrees to hold DISPATCHER harmless from any liability for personal injury or property damage occurring during operation conducted by CARRIER pursuant to this agreement.

CARRIER agrees that DISPATCHER, at great expense, has developed a broad customer base of shippers, receivers, and property brokers that is essential to the successful operations of his 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 or indirectly, solicit or do business involving transportation or of a warehousing nature with any the company's customers who are serviced by CARRIER because 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 DISPATCHER 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 in violation of this AGREEMENT, CARRIER shall pay to DISPATCHER within ten (10) days of each such violation an amount equal to (27%) 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 State of CALIFORNIA.

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 UTL Dispatching would sustain out of any breach of this covenant may be difficult to ascertain and agrees that it shall pay as



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damages, twenty-seven (27) 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 will be responsible to comply with all applicable state and federal regulations pertaining to the operation of a motor carrier.

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 terminate same by giving 30 days written notice to the other.

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

1. **This AGREEMENT form completed, dated and signed.**
2. **A signed Limited Power of Attorney form.**
3. **Completed Carrier Company Profile (including a list of three established references)**
4. **Truck Operation Form.**
5. **Internet Load Board and Account Access.**
6. **Copy of Carrier's Motor Carrier Authority.**
7. **Copy of DOT#.**
8. **Completed IRS Form W-9.**
9. **Proof 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.

**2. PERCENTAGE RATE AGREEMENT (Please check plan preferred for pay per load)**

- 9% Pay Per Load SEMI- Power Only
- 9% Pay Per Load SEMI- Dry Van, Reefer, Flat Bed, or Step deck
- 9% Hotshot 35 foot - 40 foot
- 12% Hotshot 24 foot - 30 foot
- 12% PART-TIME- part time trucks are charged more if you choose not to use us on every load. It takes time away from the dispatcher finding loads for full-time trucks.
- 15% PART-TIME Hotshot 24 foot - 30 foot
- 9% Pay Per Load BOX TRUCK
- 9% Pay Per Load CARGO VANS



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### **3. EFFECTIVE DATE**

This AGREEMENT shall be deemed to be effective on the first date that CARRIER and DISPATCHER, 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.

Agreement shall be in effect upon the date signed by both parties to this Agreement and shall be in effect until the revocation of the Limited Power of Attorney or until notice is given by DISPATCHER. CARRIER must send notification by emailing said Revocation Notice to: UTL DISPATCHING [INFO@UTLTRUCKINGNLOGISTICS.COM](mailto:INFO@UTLTRUCKINGNLOGISTICS.COM).

### **4. STATEMENT OF WORK**

DISPATCHER will:

1. Find freight that best matches profile for the CARRIER.
2. Contact Carrier with load matches and go over options.
3. 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 upon the Carrier agreeing to take a load.
4. Handle the setting of appointments if necessary.
5. Provide the CARRIER with all dispatch instructions for pickup, transit and delivery.
6. Assist with any problems that arise in the transit of the load when necessary if within our capabilities. The Carrier is responsible for own equipment. We can try to direct Carrier to a service that might be of help.
7. Hold on to the dispatch, accessorial information, etc. until the load is completed. Once completed DISPATCHER will mail or fax all documents to the Carrier.
8. Forward the final load confirmation and mail all documentation to the CARRIER, concluding that all services have been performed in full.

### **5. RATES AND CHARGES/BILLING**

CARRIER agrees to pay DISPATCHER as per the agreed quotes and terms, as stated in Section 2 of this agreement. This agreed term rates will be required to be paid to DISPATCHER as per the conditions of the agreement. A five (5) day grace period will be allowed before the account becomes overdue. At ten (10) days the account will be suspended and a reactivation fee of \$60 will apply in addition to any overdue fees. After 30 days the account may be placed for collection.

DISPATCHER will invoice CARRIER as per the terms of the agreement via Email, U.S. Mail or faxing said invoice.

Payment can be made to: UTL DISPATCHING by PayPal, Zelle or bank transfer.

A FIFTEEN DOLLAR (\$15) late fee will be assessed daily for all late payments.

LOAD RATE CONFIRMATION must be signed and returned via email or fax on each load moved to the DISPATCHER.

- a) CARRIER must call DISPATCHER when loaded with any information requested by Freight Broker or Shipper (such as Bill of Lading number, pieces and weight).



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- b) CARRIER must call DISPATCHER when load is delivered to confirm delivery accepted without exception or other problem.
- c) Any exception upon delivery must be immediately conveyed to DISPATCHER before the driver leaves the consignee's facility.
- d) It is the responsibility of the CARRIER to complete the carrier package from the freight broker or shipper.
- e) It is the responsibility of the CARRIER to maintain the minimum insurance levels as prescribed by the F.M.C.S.A and by the freight broker or shipper.
- f) In the event the CARRIER wishes the DISPATCHER to complete the Set-Up Carrier Packages, the DISPATCHER will then assume the role of FREIGHT DISPATCHER this will result in additional charges of \$27 per completed package. **INITIALS**
- g) The CARRIER authorizes the DISPATCHER to execute and sign the SET-UP PACKAGES / RATE CONFIRMATIONS on his behalf to acquire the load.  
**INITIALS**

## 6. ADDITIONAL PROVISIONS

Once has concluded per Section 4 line 8 it will be the responsibility of the CARRIER to handle directly with the shipping party any overages, shortages, damages, or billing and collections issues.

In no event will the DISPATCHER 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.

CARRIER agrees to hold harmless, before, during and after the contract, all direct or indirect damages resulting from CARRIER hauling of shipper's freight. This includes, but is not limited to, loading and unloading problems or issues, delays, overages, shortages, damages, and billing and collection issues and hours of services.

CARRIER will be responsible for notifying DISPATCHER of changes to authority, insurance, client profile or ownership.

DISPATCHER will work within the established parameters of the Carrier Company Profile.

DISPATCHER will notify CARRIER of best-matched loads for approval prior to making haul commitment.

DISPATCHER will fax all necessary documentation to the broker/shipper directly, along with final approval once CARRIER or designated representative has approved load.

DISPATCHER will notify CARRIER of load required qualifications or additional insurance necessary.

DISPATCHER will furnish to CARRIER necessary information for qualification of insurance required.



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In the event that, DISPATCHER books a load with the Carrier's approval and/or matching the Carrier's truck posting, the CARRIER agrees to pay DISPATCHER agreed in Section 2 of this Agreement for services rendered.

NOTE: To avoid charges for unavailable equipment, it is imperative to notify DISPATCHER immediately if the truck is loaded from another source or no longer available for any reason. If CARRIER does not give the proper notice that the truck is no longer available, CARRIER may be subject to a \$60 fine that MUST be paid BEFORE we can accept any further opportunities for the truck.

CARRIER agrees that if a higher line haul rate is needed for the shipment they will notify DISPATCHER BEFORE the load is secured. Once the CARRIER tells the DISPATCHER they will accept the shipment at a specific rate, this is verbal acceptance and the load is secured. Should the CARRIER back out or ask for more money after the load has been secured, there will be a penalty of \$100 for the first occurrence and \$200 for the second occurrence that MUST be paid before we can accept another load on the Carrier's behalf. If this happens more than twice (2), DISPATCHER has the right to terminate the agreement between DISPATCHER and the CARRIER.

CARRIER agrees that they will advise DISPATCHER in a timely fashion should the CARRIER not be available for dispatch more than one (1) day at a time. (If Carrier is not working for any amount of time, please let us know ASAP so that we do not plan any loads for Carrier's truck.)

## **7. DISCLAIMER**

**DISPATCHER is NOT** responsible for the following:

1. Billing Issues.
2. Load problems.
3. Advances. (All advances will have to be handled directly between CARRIER and shipper/broker unless requested by Carrier.)
4. Handling and storage of paperwork. (All documents will be sent to Carrier at the Carrier's expense, unless other arrangements are made)
5. DOT compliance issues.
6. SPIKE INSURANCE.

## **8. GOVERNING LAW**

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

## **9. JURISDICTIONS AND VENUE**

DISPATCHER and CARRIER hereby consent to and agree to submit to the jurisdiction of the Federal and state courts located in LOS ANGELES County, CALIFORNIA in connection with any claims or controversies arising out of the Agreement.

## **10. ENTIRE AGREEMENT**



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This AGREEMENT constitutes the entire agreement between DISPATCHER and CARRIER and may not be amended, modified, or waived except by written agreement, signed by DISPATCHER and CARRIER. This contract cannot be changed, modified, limited, or supplemented by reference to any CARRIER rates, rules, classification, practice schedule or tariff. Additional services other than mentioned above, i.e., research, form completion will be invoiced at the rate of (\$27) per hour, a (2) hour minimum service charge to apply.

**DATE OF AGREEMENT EXECUTION:**

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as the date written.

\_\_\_\_\_

(Print Carrier Company Name)

Officer Name: \_\_\_\_\_

Officer Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

UTL DISPATCHING \_\_\_\_\_

(Print Dispatch Company Name)

Representative Name: \_\_\_\_\_

Representative Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**AGREEMENT FOR DISPATCH SERVICES  
ATTACHMENT "A"**

This attachment pertains to the selected level of service noted on Section 2 of this agreement for \_\_\_\_\_ (CARRIER), and will remain in effect until either Carrier requests to have a change in service, wishes to terminate this Service Agreement, or Carrier is canceled by UTL DISPATCHING for cause.

**PERCENTAGE RATE AGREEMENT:**

This plan is detailed as a percentage of gross revenue rate plan, which is for services provided. This plan includes all services listed on Section 4 line items 1 – 9 of this



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agreement. The cost of this plan is the percentage chosen of the gross revenue (excluding accessorials) per truck enrolled with UTL DISPATCHING. Invoices will be sent out weekly. Payment for this plan is to be made in full within 3 days of the invoice date. Payment can be made according to Section 5 of this agreement.

**OTHER PROVISIONS:**

Nonpayment pertaining to all service plans. There is a built in grace period of 5 days after the due date. CARRIER will then be notified on the outstanding payment. After 10 days past due the account is subject to suspension. If an account is suspended, the account must be paid current and is subject to a reinstatement fee of \$60.00 prior to the account being reactivated.

CARRIER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**IMPORTANT INFORMATION:**

ALL of our Brokers, Dispatchers, and Carriers sign a Non-Compete Contract, so once they are no longer with this company, whether they stay with us or not, they are legally bound not to have any contact, for one full year, with the company UTL DISPATCHING is dispatching or has dispatched.

## CREDIT CARD PAYMENT AUTHORIZATION

Cardholder Name: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Credit Card Type: \_\_\_\_\_ Visa \_\_\_\_\_ M/C \_\_\_\_\_ Discover \_\_\_\_\_ Amex

Credit Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ / \_\_\_\_\_

CVV Code: \_\_\_\_\_ (Last 3 Digits Located On The Back Of The Credit Card)

Amount To Charge: \$ \_\_\_\_\_ (Usd)

I authorize UTL DISPATCHING to charge the amount listed above to the credit card provided herein. I agree to pay for this purchase in accordance with the issuing bank cardholder agreement.

### Cardholder – Please Sign And Date

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Return the **COMPLETED AND SIGNED FORM** to the Following:

UTL DISPATCHING

(800) 564 3023

info@utltruckingnlogistics.com

## CARRIER COMPANY PROFILE

*Instructions: To be certain we have an accurate profile of your organization/company and full knowledge of your transportation services and needs, please complete the carrier profile below and return all required documents. The better informed we are the better we will be able to assist you. This form should be updated at any time by notifying us. This information is for our use only and will not be released to any third party without your express written permission.*

### PART 1: CARRIER INFORMATION SECTION

COMPANY: \_\_\_\_\_ D/B/A (If Any): \_\_\_\_\_

PHYSICAL ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

MAIN CONTACT: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

OFFICE PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_

EMERGENCY CONTACT: \_\_\_\_\_ EMERGENCY PHONE: \_\_\_\_\_

MC NUMBER: \_\_\_\_\_ DOT NUMBER: \_\_\_\_\_ EIN/SS: \_\_\_\_\_

SCAC CODE: \_\_\_\_\_ TWIC CERTIFIED: \_\_\_\_\_ HAZMAT CERTIFIED: \_\_\_\_\_

### PART 2: EQUIPMENT SECTION

# OF TRUCKS: COMPANY \_\_\_\_\_ OWNER OPERATORS: \_\_\_\_\_ NUMBER OF TEAMS: \_\_\_\_\_

# OF TRAILERS: VAN: \_\_\_\_\_ REEFERS: \_\_\_\_\_ FLATBED: \_\_\_\_\_ RGN: \_\_\_\_\_ STEP DECK: \_\_\_\_\_ DD: \_\_\_\_\_

OTHER TYPES: \_\_\_\_\_

TRAILER SIZES: VAN: \_\_\_\_\_ REEFER: \_\_\_\_\_ FLATBED: \_\_\_\_\_ RGN: \_\_\_\_\_ STEP DECK: \_\_\_\_\_ DD: \_\_\_\_\_

**DETAILED DESCRIPTION OF EQUIPMENT (I.E. PALLETS, TARPS, OVERSIZE AND WEIGHT LIMITS):**

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### PART 3: SERVICE AREAS OF OPERATION (Check all that apply) USA: 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 | SC | SD | TN | TX | UT | VA | VT | WA | WI | WV | WY |  |

Canada (list provinces): \_\_\_\_\_ Mexico: \_\_\_\_\_

## CREDIT APPLICATION

**Return To:** UTL DISPATCHING **Email:** info@utltruckingnlogistics.com

|                           |    |     |      |                  |              |  |
|---------------------------|----|-----|------|------------------|--------------|--|
| Applicant Legal Name      |    |     |      |                  | Federal ID # |  |
| Trade Name (if different) |    |     |      |                  |              |  |
| Billing Address           |    |     |      | Physical Address |              |  |
| City                      | ST | Zip | City | ST               | Zip          |  |

|  |  |   |   |                      |                         |                   |
|--|--|---|---|----------------------|-------------------------|-------------------|
| Phone  |  | Fax   |   | Web Address          |                         |                   |
| Contact  |  | Title   |   | E-mail               |                         | Cell              |
| Type of Business (Please check one):   |  |   | <input type="checkbox"/> Sole Proprietor<br>Other _____ |                      | Description of Business |                   |
| <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC |  |   |   |                      |                         |                   |
| Business Start Date  |  | # of Employees  |   | Approx. Annual Sales |                         | Approx. Net Worth |
| Limit Requested  |  | Sales Tax Exempt? <input type="checkbox"/> Yes <input type="checkbox"/> No<br><i>If yes, attach exemption certificate</i> |   |                      | A/P Contact             |                   |

**Principals - Names of Officers, Partners, Owners, Guarantors (attach additional sheets if necessary)**

| Full Name | Title | Residence Address | Residence Phone | % Interest |
|-----------|-------|-------------------|-----------------|------------|
|           |       |                   |                 |            |
|           |       |                   |                 |            |
|           |       |                   |                 |            |

**Bank/Finance Co. Reference**

| Name   | City, State | Contact | Phone # | Account #  | Type |
|--|-------------|---------|---------|--|------|
|  |             |         |         |  |      |
|  |             |         |         |  |      |
| Has the business or any Principle ever declared Bankruptcy                 |             |         |         | <input type="checkbox"/> Yes <input type="checkbox"/> No |      |
| Date Declared  |             |         |         |  |      |
| Does the business or any Principle have any outstanding liens or judgments |             |         |         |  |      |
| <input type="checkbox"/> Yes <input type="checkbox"/> No                   |             |         |         |  |      |

**Trade References**

| Name | City, State | Contact | Phone # | Fax # |
|------|-------------|---------|---------|-------|
|      |             |         |         |       |
|      |             |         |         |       |
|      |             |         |         |       |
|      |             |         |         |       |

**Insurance Co.**

|   |             |                              |                             |       |
|---|-------------|------------------------------|-----------------------------|-------|
| Name                                      | City, State | Contact                      | Phone #                     | Fax # |
|   |             |                              |                             |       |
| Can we contact your agent on your behalf? |             | <input type="checkbox"/> Yes | <input type="checkbox"/> No |       |

**Special Billing Instructions**

|   |  |  |
|---|--|--|
| Purchase order required?<br>If yes, Written or Verbal | <input type="checkbox"/> Yes <input type="checkbox"/> No | If verbal are names instead of numbers allowed?<br>Yes <input type="checkbox"/> No |
| Who is allowed to charge?                             |  |  |
| Other requirements?                                   |  |  |

**TERMS & CONDITIONS OF CREDIT & SALES:**

Customer agrees to pay for goods, services, and other items charged to its open account upon receipt of each invoice. Payment is past due if not received by UTL DISPATCHING within 30 (thirty) days of the date of invoice. Past due Invoices are subject to a service charge of 1.5% per month (18% APR). It is further agreed that the customer will pay all costs of collection, including attorney fees, should this account require legal proceedings to enforce payment.

The undersigned warrants that all information is correct. It is understood and agreed that the undersigned specifically consents to UTL DISPATCHING investigation of the applicant's credit history and may utilize credit reporting services for information on the applicant. The undersigned hereby authorizes the bank and trade references listed to release the information necessary to assist UTL DISPATCHING in establishing a line of credit.

|           |              |
|-----------|--------------|
| Signature | Printed Name |
| Title     | Date         |

**CONTINUING PERSONAL GUARANTY:**

In consideration of the extension of business credit for goods and services obtained by the above designated Applicant from UTL DISPATCHING, and as an inducement to make such extension, the undersigned jointly, severally, irrevocably and unconditionally agree(s) to (1) the terms and conditions set forth in this agreement, which are hereby fully incorporated herein by this reference; and (2) guarantee(s) the payment of any and all indebtedness, including advances, debts, obligations, and liabilities now existing or hereafter made or incurred, together with such costs and expenses, including reasonable attorney's fees, as may be incurred by UTL DISPATCHING in the enforcement of this Guaranty, whether or not suit is commenced. The undersigned further indemnify(ies) and holds harmless UTL DISPATCHING from any loss, damage, and/or expense caused by or arising out of default of or failure to pay by CUSTOMER. This continuing guaranty shall not be revoked except by written notice to UTL DISPATCHING requesting that UTL DISPATCHING not make any further sales and deliveries on the security of this Guaranty and until the expiration of five (5) days after such notice shall have been received by UTL DISPATCHING by registered mail, return receipt requested. Any revocation shall be effective only with respect to merchandise shipped or delivered after the expiration of said five-day period, and shall not affect in any respect liability incurred by the undersigned prior to that time.

The undersigned, and each of them, agree(s) to be bound by all terms and conditions contained in this Credit Agreement and in the invoices issued hereunder which are incorporated by this reference as though fully set forth in full.

|           |              |
|-----------|--------------|
| Signature | Printed Name |
| Title     | Date         |

**AUTOMATIC PAYMENT AUTHORIZATION**

\_\_\_\_\_, owner of \_\_\_\_\_ ("Carrier"), hereby authorizes TAFS, INC ("Factor") to deduct \_\_\_\_\_ **Percent ( %)** from each invoice purchased by Factor. Carrier agrees these funds will be placed in an escrow account by Factor to be disbursed weekly to UTL DISPATCHING ("Dispatcher") as payment for dispatching services provided by Dispatcher to Carrier.

This agreement may be cancelled at any time via written notice to all parties.

**Carrier:** \_\_\_\_\_

**Dispatcher:** \_\_\_\_\_

**MC #** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Date:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**LIMITED POWER OF ATTORNEY**

BE IT KNOWN, that [redacted] with an MC or DOT number of [redacted], has made and appointed, and by these presents does make and appoint UTL DISPATCHING, true and lawful attorney for [redacted], place and stead, for the limited and specific purpose of contracting loads of freight to be hauled by [redacted], giving and granting said UTL DISPATCHING, full power and authority to do and perform all and every act and thing whatsoever necessary to be done in and about the specific and limited terms (set out herein) as fully, to all intents and purposes, as might or could be done if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that said attorney shall lawfully do or cause to be done by virtue thereof.

I, [redacted], the undersigned, do hereby grant to UTL DISPATCHING, 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 is to remain in full force and effect until revoked by me in writing. Such revocation is to be emailed to: UTL DISPATCHING at: info@utltruckingnlogistics.com

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.

COMPANY NAME: [redacted]

Signature: [redacted] Name: [redacted]

Title: [redacted] Date: [redacted] / [redacted] / [redacted]

WITNESS

Signature: [redacted] Name: [redacted]

Title: [redacted] Date: [redacted] / [redacted] / [redacted]