

Company Name: INFINITY 19 LOGISTICS LLC  
Address: 2785 E GRAND BLVD #353  
Phone: (947) 225-1922  
Email: info@infinity19logistics.com

## Freight Dispatcher - Carrier Agreement

AGREEMENT BETWEEN:

INFINITY 19 LOGISTICS, a MICHIGAN corporation, with its principal place of business located at 2785 E GRAND BLVD #353 (hereinafter referred to as "Dispatcher"), AND

[Name of Carrier Company], a [Insert State or Country] corporation, with its principal place of business located at [Insert Address] (hereinafter referred to as "Carrier"),

THIS AGREEMENT, made and entered into this [Insert Date] day of [Insert Month], 2023], by and between the Dispatcher and Carrier.

WITNESSETH:

1. Purpose: The purpose of this agreement is to establish the terms and conditions under which Dispatcher will provide dispatch services to Carrier for the transportation of goods.
2. Dispatch Services: Dispatcher agrees to provide the following dispatch services to Carrier:
  - a. Assignment of loads;
  - b. Negotiation of rates;
  - c. Management of communication between Carrier and shipper; and
  - d. Any other related dispatch services as agreed upon by both parties.
3. Compensation: Carrier agrees to pay Dispatcher a fee for dispatch services in accordance with the terms agreed upon by both parties. The fee will be calculated as a percentage of the revenue generated from each load or as a flat rate per load, as agreed upon by both parties.

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4. Responsibilities of the Carrier:

- a. Carrier shall be solely responsible for the safe and timely transportation of goods and for complying with all applicable laws and regulations, including, but not limited to, obtaining and maintaining all necessary licenses and permits.
- b. Carrier shall provide Dispatcher with accurate and timely information regarding the status of each load.
- c. Carrier shall be responsible for payment of all expenses related to the transportation of goods, including, but not limited to, fuel, maintenance, tolls, and insurance.

5. Responsibilities of the Dispatcher:

- a. Dispatcher shall be responsible for negotiating rates with shippers on behalf of Carrier.
- b. Dispatcher shall be responsible for assigning loads to Carrier and managing communication between Carrier and shipper.
- c. Dispatcher shall be responsible for ensuring that Carrier is paid for its services in a timely manner.

6. Termination: Either party may terminate this agreement at any time with written notice to the other party. Upon termination, Dispatcher shall immediately cease providing dispatch services to Carrier, and Carrier shall immediately cease accepting loads from Dispatcher.

7. Confidentiality: Dispatcher and Carrier shall maintain the confidentiality of all confidential information and shall not use any confidential information for any purpose other than as necessary to perform under this agreement.

8. Indemnification: Carrier shall indemnify and hold harmless Dispatcher and its officers, directors, employees, agents, and affiliates from and against any and all claims, damages, liabilities, costs, and expenses arising out of Carrier's performance under this agreement, including, but not limited to, any claims arising out of the transportation of goods.

9. Limitation of Liability: Dispatcher shall not be liable to Carrier for any indirect, incidental, special, or consequential damages arising out of this agreement, including, but not limited to, lost profits or lost opportunities.

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10. Governing Law: This agreement shall be governed by and construed in accordance with the laws of the [Insert State or Country].
11. Dispute Resolution: Any dispute arising out of this agreement shall be resolved through arbitration in accordance with the Arbitration Organization], or any other mutually agreed upon arbitration organization. The decision of the arbitrator shall be final and binding on the parties.
12. Assignment: Neither party may assign this agreement or delegate its obligations hereunder without the prior written consent of the other party.
13. Entire Agreement: This agreement constitutes the entire agreement between the parties and supersedes all prior understandings and agreements, whether written or oral, relating to the subject matter of this agreement.
14. Amendment: This agreement may be amended only by a written instrument executed by both parties.
15. Waiver: The failure of either party to enforce any provision of this agreement shall not be deemed a waiver of such provision or of the right to enforce such provision.
16. Notices: All notices, demands, and other communications under this agreement shall be in writing and shall be deemed given when personally delivered, sent by certified mail, return receipt requested, or sent by recognized overnight courier service.
17. Counterparts: This agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this agreement as of the date first above written.

INFINITY 19 LOGISTICS [Signature of Authorized Officer]

[Name of Carrier Company]

[Signature of Authorized Officer]

***Your Logo***