



## **AGREEMENT FOR DISPATCH SERVICES**

### **1. RECITALS**

This agreement made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between Osaze Logistiks, LLC hereinafter referred to as ("OL") and \_\_\_\_\_ (Name) of \_\_\_\_\_ (Company Name) hereinafter referred to as Client.

**Whereas**, Client is a Carrier/Owner Operator, desiring to retain OL to provide dispatch services.

**Whereas**, OL is a transportation dispatch service handling the necessary paperwork between Broker and the Client.

***The Client must prior to the implementation of this agreement, furnish to Osaze Logistiks the following:***

1. A copy of Client's Certificate of Authority
2. Proof of Insurance Certificates
3. A signed W-9 Form.
4. This Agreement for Dispatch Services form completed, signed, and dated.
5. Company Profile Completed
6. Factoring Company Name, Address, and Number (If Applicable)
7. Initials on each applicable page

### **2. STATEMENT OF WORK**

Osaze Logistiks will:

1. Book and communicate load information to drivers 24 hours a day 7 days a week.
2. Send rate confirmations to per invoice.
3. Find freight that best matches the profile of the Client.
4. Upon the Client agreeing to the load, OL will email the broker the Client's Authority, W-9, proof of insurance, and order insurance certificates if required. Along with any other required supporting documentation.
5. Handle the setting of appointments if necessary.
6. Provide directions to shipper/consignee if needed.
7. Assist with problems that arise in the transit of a load, when necessary, within our capabilities. The client is responsible for own equipment and service thereof. Dispatch can direct to and/or provide service contact if available.
8. Always make available all load information to Client. OL will hold on to the dispatch, accessorial information, etc. until the load is complete.
9. Upon forwarding the final load confirmation, and sending all documentation to the Client, the services of OL have been fully performed.
10. OL will invoice the Client at the time of service, and once weekly. Also provide a copy of each load confirmation sheet Client is being billed for.

Osaze Logistiks LLC

#### **A. Obligation of Dispatcher**

1. OL will book loads 24 hours 7 days a week. However, if the client is running late, it is your responsibility to inform your dispatcher of any delays you might experience while in route to your destination.
2. Dispatcher agrees to handle paperwork, phone calls, email, and fax to and from the Broker to tender commodities or shipments to Client for transport in Interstate/Intrastate commerce by Client between points and places within the scope of Client's operating authority.
3. Dispatcher bears no financial or legal responsibility in the transaction between the broker/carrier agreement.
4. Dispatcher will make a 100% effort to keep Client's truck(s) loaded.
5. Dispatcher will make client aware of every load we find/offer them. The driver will accept or reject the load. Client/Driver CANNOT cancel once the load has been booked.

#### **B. Obligation of Client**

1. Client gives OL authority to provide his/her signature for rate confirmation sheets, invoices, and associated paperwork necessary for securing cargo and for billing purposes.
2. Client agrees to collect payment from the Broker promptly following the receipt of a freight bill and proof of delivery of each shipment to its assigned destination, free of damage or shortage. The amount to be paid by the Broker to Client shall be established between the parties on a per shipment basis prior to commencement of each individual shipment. A load confirmation including details of shipment and revenue to be paid will be supplied via email by Broker to Client. Confirmation will be signed by OL and returned via email to Broker.
3. Client agrees to text/call at each stage of transport. i.e., when the driver arrives at the shipper, once the driver is loaded at Shipper, once the driver arrives at the receiver, once the driver is unloaded at receiver.
4. In the event of a breakdown or any other delaying of shipment factors, Client agrees to contact dispatcher to communicate specifics of delay so they can be communicated to the Broker.
5. The client is responsible for contacting roadside assistance. Client is responsible for payment of said assistance and any repairs needed to Client's equipment.
6. The client is responsible for obtaining all permits.

### **3. CONSIDERATION**

The Client agrees to pay OL a non-refundable Set Up Fee of Two Hundred and Fifty Dollars (\$250.00). Also, an additional Administration Fee of Two Hundred and Fifty Dollars (\$250.00) is required before initial dispatch. The set up/admin fee will serve as payment toward Client's last week of service.

Set Up/Admin fee will be required to be paid to OL as per the conditions of this Agreement.

Once the invoice is sent out payment is due upon receipt. If payment has not been received within 12 hours of receipt of the invoice, Client will be assessed a \$35 Late Fee Per Invoice NOT paid until cleared! If payment has NOT been received within 5 days of Initial unpaid invoice NO FURTHER LOADS WILL BE BOOKED! The client's account will be suspended, and a reactivation fee of Two Hundred Dollars (\$200.00) will be owed to reinstate dispatching services.

OL will invoice Client as per the terms of this agreement via email every Friday based upon agreed percentage. Payment can be made to Osaze Logistiks via Square Payment Processing System. Once the payment is processed the client will be sent receipt confirmation via email.

Dispatching percentage is negotiable and subject to change based on market conditions!

#### **4. ADDITIONAL PROVISIONS**

Once a load has been set up for the Client and all information regarding load has been given to Client, it will be the responsibility of the Client to handle directly with the shipping party any problems, issues, delays, overages, shortages, damages, or billing and collections issues, unless Client has made arrangements for additional services from OL.

In no event will OL be liable for any incidental, consequential, or indirect damages for the loss of profits, or business interruption arising out of the use of the services.

OL does not guarantee a minimum gross amount for trucks under our dispatch services, but our weekly gross quota is Five Thousand Dollars (\$5,000.00) per truck. However, we are often able to gross more depending on how much work the driver is willing to put in.

##### **A. Termination**

1. If payment has not been made within 5 days from receipt of Invoice, NO FURTHER LOADS WILL BE BOOKED! Carrier will be assessed a \$35 Late Fee PER INVOICE NOT PAID.
2. Debit card on file MUST be the SAME Card used when Set Up/Admin Fee was processed.
3. OL has the right to terminate the Agreement with the client at any time due Non-Compliance with the Agreement.

#### **5. DISCLAIMER**

OL is not responsible for:

1. **BILLING** issues.
2. **LOAD** problems.
3. **ADVANCES** (All advances will have to be handled directly between Client and Broker).
4. Handling and storage of paperwork (All documents will be sent to Client).
5. **DOT** compliance issues.
6. Lack of **INSURANCE**

## 6. GOVERNING LAW

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

## 7. JURISDICTIONS AND AUTHORITIES

OL and the Client hereby consent to and agree to submit to the jurisdiction of the Federal and State courts located in Atlanta, GA. In connection with any claims or controversies arising out of this Agreement. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as the date written.

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

\_\_\_\_\_  
(Print Company Name: \_\_\_\_\_)

\_\_\_\_\_  
(Print Representative Name/Title)

\_\_\_\_\_  
(Signature of Representative)

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

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**Osaze Logistiks, LLC**

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

Osaze Logistiks LLC



*McDonough, GA 30253*

*Company Number: (888)589-1341*

*Office: (470)236-4752*

*Fax: (470)236-4742*

*CustomerSupport@osazelogistics.org*



## COMPANY PROFILE

*Instructions: Please complete this form giving us all the information. 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.*

### 1. CARRIER INFORMATION

COMPANY (DBA) \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ ST \_\_\_\_\_ ZIP \_\_\_\_\_

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

E-MAIL: \_\_\_\_\_ FAX: \_\_\_\_\_

MC # \_\_\_\_\_ DOT # \_\_\_\_\_ EIN/SS # \_\_\_\_\_

SCAC # \_\_\_\_\_ TWIC # \_\_\_\_\_ HAZMAT # \_\_\_\_\_

### 2. EQUIPMENT SECTION

NUM. OF TRUCKS: \_\_\_\_\_ [Company \_\_\_\_\_ + Owner Operator \_\_\_\_\_]

NUM. OF TRAILERS: \_\_\_\_\_ VAN \_\_\_\_\_ REEFER \_\_\_\_\_ FLATBED \_\_\_\_\_ OTHER \_\_\_\_\_

ADDITIONAL INFO:

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**TRUCK & DRIVER(s) INFO**

TRUCK #	TRAILER #	TYPE	YEAR	DRIVER	PHONE

**3. SERVICE AREAS OF OPERATION** *(please circle all that apply)*

**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 |

**4. RATE OF HAUL INFORMATION**

Please provide us your ideal (reasonable) rate information. We understand that many factors will change this information, but this will give us a starting point.

**IDEAL MILE RATE**    \$\_\_\_\_.(V)                    \$\_\_\_\_.(R)                    \$\_\_\_\_.(F)

**ADDITIONAL PREFERENCES:**

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**5. FACTORING INFORMATION**

If you use factoring service, please provide the following information. This will ensure that we only use brokers approved by your factoring company.

FACTORING \_\_\_\_\_ WEB \_\_\_\_\_  
ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ ST \_\_\_\_\_ ZIP \_\_\_\_\_  
CONTACT \_\_\_\_\_ E-MAIL \_\_\_\_\_  
PHONE # \_\_\_\_\_ Fax # \_\_\_\_\_

**6. INSURANCE INFORMATION**

Please provide us with your insurance contact information, where we can request certificate of insurance with specific holders. (i.e. brokers and/or shippers)

INSURANCE \_\_\_\_\_ WEB \_\_\_\_\_  
ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ ST \_\_\_\_\_ ZIP \_\_\_\_\_  
CONTACT \_\_\_\_\_ E-MAIL \_\_\_\_\_  
PHONE # \_\_\_\_\_ FAX # \_\_\_\_\_

**7. REFERRAL**

Please refer us three (3) Owner Operators who you believe might benefit from our service.

NAME \_\_\_\_\_ CELL \_\_\_\_\_  
NAME \_\_\_\_\_ CELL \_\_\_\_\_  
NAME \_\_\_\_\_ CELL \_\_\_\_\_

**8. ADDITIONAL INFORMATION**

Please use the section bellow to better describe your company. Include special terms and conditions of most importance and everything we must consider while searching and taking the loads for you.



## CREDIT CARD PAYMENT AUTHORIZATION FORM

I \_\_\_\_\_, hereinafter called CARRIER do hereby authorize **Osaze Logistiks LLC**, hereinafter called **Osaze Logistiks LLC**, to initiate a weekly debit entry for the amount listed below, on the dates listed below, to the credit card account indicated below, inconsideration of the dispatching service provided to me. I understand that my signature on this authorization form, along with a photocopy of the front and the back of both my credit card, as well as my driver license, will allow me the convenience of not having to produce these items for impression at the time of service.

Name on the Card: \_\_\_\_\_

Please Check One:       VISA       MC       DISC       AMEX

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

Expiration Date: \_\_\_\_\_ / \_\_\_\_\_      CVC: \_\_\_\_\_      ZIP: \_\_\_\_\_

Authorized Weekly Payment Amount:      \_\_\_\_\_ \$250.00 Week | \_\_\_\_\_ 10% Loads

Starting on \_\_\_\_\_ / \_\_\_\_\_ / 20\_\_\_\_      Ending on \_\_\_\_\_ / \_\_\_\_\_ / 20\_\_\_\_

This authorization is to remain in full force and effect until the ending date listed above. I understand that I will be notified via email when Osaze Logistiks LLC. debit my account each week. I understand that if the load is tendered and accepted by me, but for any reason, whether is due to carrier, shipper, or broker, the load gets reschedule or cancelled, I am still responsible for paying DISPATCH as set out above. Any revocation shall not be effective until Osaze Logistiks LLC. is notified by CARRIER in writing to cancel this automatic payment authorization, in such time and in such a manner as to afford Osaze Logistiks LLC a reasonable opportunity to act on it.

\_\_\_\_\_  
Card Holder's Signature

\_\_\_\_\_  
Authorization Date

\_\_\_\_\_  
Card Holder's E-Mail



## LIMITED POWER OF ATTORNEY

This Limited Power of Attorney (the AGREEMENT) is made effective on \_\_\_\_\_ (date) between: \_\_\_\_\_ hereinafter called Osaze Logistiks LLC. a company established under the laws of the State of \_\_\_\_\_, and \_\_\_\_\_ hereinafter called CARRIER, motor carrier company with MC # \_\_\_\_\_.

CARRIER hereby appoints Osaze Logistiks LLC. as my Attorney-in-Fact (AGENT). Osaze Logistiks LLC agents shall have full power and authority to act on my behalf. This power and authority shall authorize Osaze Logistiks LLC. to manage and conduct affairs and to exercise all my legal rights and powers, including all rights and powers that I may acquire in the future. Osaze Logistiks LLC. powers shall include, but not be limited to, the power to:

- Professional dispatch services, including contact drivers, shippers and brokers on my behalf for cargo. Transfer of Paperwork (Carrier Packet, Rate Confirmations, Insurance Certificates, Invoices, and all necessary Paperwork) to shippers. Sign and execute rate confirmations for freight and collect all payment dues 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. Osaze Logistiks LLC. shall not be liable for any loss that results from a judgment error that was made in good faith. However, Osaze Logistiks 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 Osaze Logistiks LLC. to indemnify and hold harmless any third party who accepts and acts under this document. This Power of Attorney shall become effective immediately and shall remain in full force and effect until revoked by me in writing. Such revocation is to be send via e-mail 10 days in advance to Osaze Logistiks LLC. to \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date below.

**DISPATCH:**

**CARRIER:**

**NAME** \_\_\_\_\_

**NAME** \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_

**TITLE** \_\_\_\_\_

**TITLE** \_\_\_\_\_

**DATE** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**DATE** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

*Dispatch + Carrier = Agreement*

*Initials* \_\_\_\_\_ / \_\_\_\_\_

# Request for Taxpayer Identification Number and Certification

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give Form to the  
requester. Do not  
send to the IRS.**

<b>Print or type.</b> <b>See Specific Instructions on page 3.</b>	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
				-					
<b>or</b>									
<b>Employer identification number</b>									

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

• Form 1099-INT (interest earned or paid)

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*