

GOLDEN STATE DISPATCHING LLC:

(916) 500-0988

goldenstatedispatching@gmail.com

Welcome to Golden State Dispatching! We are pleased that you have decided to grant us the permission to act as your dispatching service provider representing your company, 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!

Please complete, sign and return the following items by email to goldenstatedispatching@gmail.com:

- Dispatch Agreement
- Limited Power of Attorney
- Company Profile Sheet
- Truck Operation Form
- Copy of Carrier's MC Authority
 - Copy of your DOT#
 - Copy of your W-9
- Copy of insurance certificate

(We require \$100,000 in Cargo and \$1,000,000 in Liability because this is standard with most brokers)

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

For questions/concerns regarding Golden State Dispatching requirements please contact us at:

goldenstatedispatching@gmail.com

(916) 640-6776

Thank you for choosing Golden State Dispatching

AGREEMENT FOR GOLDEN STATE DISPATCHING

1. Recitals

This agreement made as of this _____ day of _____, 20____ by and between **Golden State Dispatching** and _____ (Company Name), Hereinafter referred to as '**Client**', desires to retain **Golden State Dispatching** by executing a Limited Power of Attorney form to find and secure freight for Client and dispatch Client's equipment. Prior to the implementation of this agreement, Client must furnish to **Golden State Dispatching** the following documents:

1. This Agreement form completed, dated and signed
2. A signed Limited Power of Attorney form.
3. A completed Company Profile Sheet.

4. Truck Operation Form.
5. A list of any established references (at least three).
6. Copy of Client's Authority.
7. Copy of DOT#.
8. A signed W-9.
9. Proof of Insurance Certificates **** we require at least \$1,000,000 and at least \$100,000 in Cargo Coverage ****

2. Rate Agreement

- ☐ **7% Pay Per Load SEMI - Dry Van, Reefer, Intermodal, Flat Bed (48' or 53'), Step deck, or PO**
- ☐ **Basic Rate Plan - \$300.00 per week per truck**
- ☐ **Document Management, Paperwork and Invoice only Plan - \$100.00 per week**

3. Effective Date

The 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 **Golden State Dispatching**. Client must send notification by mailing said Revocation Notice to: **Golden State Dispatching** at goldenstatedispatching@gmail.com

4. Statement of the Work

Golden State Dispatching will:

1. Find freight that best matches profile for the Client.
2. Contact Client with load matches and go over options.
3. Fax to shipper/broker the Client's MC Authority, W-9, proof of insurance, and order insurance certificates, if required, along with any other required supporting documentation upon the Client agreeing to take a load.
4. Handle the setting of appointments if necessary.
5. Provide the driver 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 Client is responsible for own equipment. We can try to direct Client to a service that might be of help.
7. Hold on to the dispatch, accessorial information, etc. until the load is completed. Once completed **Golden State Dispatching** will mail or fax all documents to the Client.
8. Forward the final load confirmation and mail all documentation to the Client, concluding that all services have been performed in full.

5. Consideration

The Client agrees to pay **Golden State Dispatching** 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 **Golden State Dispatching** 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 \$50 will apply in addition to any overdue fees. After 30 days the account may be placed for collection.** **Golden State Dispatching** will invoice Client as per the terms of the agreement via Email, U.S. Mail or faxing said invoice. Payment can be made to: **Golden State Dispatching** by PayPal, Zelle, and/or bank transfer.

6. Additional Provisions

Once load has concluded per Page 2 of Section 4, line 8 it will be the responsibility of the Client to handle directly with the shipping party any overages, shortages, damages, or billing and collections issues. In no event will **Golden State Dispatching** 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. Client agrees to hold harmless, before, during and after the contract, all direct or indirect damages resulting from Client 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 as well as hours of services.

Client will be responsible for notifying **Golden State Dispatching** of changes to authority, insurance, client profile or ownership.

NOTE: To avoid charges for unavailable equipment, it is imperative to notify **Golden State Dispatching** immediately if the truck is loaded from another source or no longer available for any reason. If Client does not give the proper notice that the truck is no longer available, Client may be subject to a **\$50 fine** that **MUST** be paid **BEFORE** we can accept any further opportunities for the truck.

Client agrees that if a higher line haul rate is needed for the shipment they will notify **Golden State Dispatching** BEFORE the load is secured. Once the Client tells **Golden State Dispatching** they will accept the shipment at a specific rate, this is verbal acceptance and the load is secured. Should the Client (carrier) back out or ask for more money after the load has been secured, there will be a penalty of **\$50 for the first occurrence** and **\$100 for the second occurrence** that **MUST** be paid before we can accept another load on the Client's behalf. If this happens more than twice (2), **Golden State Dispatching** has the right to terminate the agreement between **Golden State Dispatching** and the Client.

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

7. Disclaimer

Golden State Dispatching is **NOT responsible for:**

1. Billing Issues.
2. Load problems.
3. Advances. (All advances will have to be handled directly between Client and shipper/broker unless requested by Client.)
4. Handling and storage of paperwork. (All documents will be sent to Client 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.

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

(Print Company Name)

Golden State Dispatching
(Print Company Name)

(Signature of Company Officer)

(Golden State Dispatching Representative)

(Print Company Officer's Name)

(Print Representative Name)

(Company Officer's Title)

(Company Officer's Title)

(Date)

(Date)

AGREEMENT FOR DISPATCH SERVICES: Golden State Dispatching

ATTACHMENT "A"

This attachment pertains to the selected level of service noted on **Page 1 Section 2** of this agreement for _____ (Client), and will remain in effect until either Client requests to have a change in service, wishes to terminate this Service Agreement, or Client is canceled by **Golden State 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 **Page 2 Section 4 line items 1 – 8** of this agreement. The cost of this plan is the percentage chosen of the gross revenue (excluding accessorial) per truck enrolled with **Golden State Dispatching**. Invoices will be sent out weekly-and/or biweekly. **Payment for this plan is to be made in full within 2 days of the invoice date**. Payment can be made according to **Page 2 Section 5** of this agreement or opt to automatically charge card on file.

OTHER PROVISIONS: Nonpayment pertaining to all service plans. There is a built-in grace period of 5 days after the due date.

Client 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 \$150.00 prior to the account being reactivated.

CARRIER: _____ **DATE:** _____

BY: _____

Golden State Dispatching Credit Card Authorization Form

Date: ____/____/____

I, _____,
Printed Name

Check only one:

- ☐ As the Individual cardholder, I hereby authorize this card to be used for the deposit required.
- ☐ As the company representative, I hereby authorize this card to be used for the deposit required. Credit Card Information:

Name as it appears on the Card: _____

Type of Card: ☐ VISA ☐ MASTERCARD ☐ DISCOVER ☐ AMERICAN EXPRESS

Credit Card Number _____ - _____ - _____ - _____ Expiration Date ____/____

Security Code BACK of Visa OR Master Card: (3 digits) _____

Security Code FRONT of Amex Card: (4 digits) _____

Credit Card Billing Address: Street: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____

Cardholder or Company Representatives Signature: _____

Date: ____/____/____

I hereby authorize this card to be used for the future deposits and/or final payment.

Sign to authorize future charges

Cardholder's Name: _____

Limited Power of Attorney Form

BE IT KNOWN, that _____ with an MC or DOT number of _____ has made and appointed, and by these presents does make and appoint **Golden State Dispatching**, true and lawful attorney for , place and stead, for the limited and specific purpose of contracting loads of freight to be hauled by , giving and granting said **Golden State 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.

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:

GOLDEN STATE DISPATCHING
goldenstatedispatching@gmail.com

COMPANY NAME: _____

Signature: _____ Printed Name: _____

Title: _____ Date: _____

WITNESS

Signature: _____ Printed Name: _____

Title: _____ Date: _____

OWNER OPERATOR OR TRUCKING COMPANY

CARRIER PROFILE

Instructions: Please complete this form giving us all the information that pertains to you and your Company. 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: _____ DBA (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: _____

SCAC CODE: _____ TWIC CERTIFIED: _____ HAZMAT CERTIFIED: _____

PART 2: EQUIPMENT SECTION

NUMBER OF TRUCKS: _____ COMPANY: _____ OWNER OPERATORS: _____ NUMBER OF TEAMS: _____

NUMBER OF TRAILERS: VAN: _____ REEFERS: _____ FLATBED: _____

OTHER TYPES: _____

TRAILER SIZES: VAN: _____ REEFER: _____ FLATBED: _____

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

PART 3: SERVICE AREAS OF OPERATION (Circle all that apply)

United States: _____ All 48 states Canada (list provinces): _____

Mexico: _____

(Circle All States That Apply)

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							

DISPATCHING SERVICE

Rate of Haul information: Please give us your minimum rate information. We understand that many factors will change this information, but this will give us a starting point.

MINIMUM RATE PER MILE: _____ MAX PICKS: _____ MAX DROPS: _____ \$ PER PICK/DROP: _____ DRIVER TOUCH (Y/N): _____

COMMENTS: _____

PART 4: FACTORING INFORMATION SECTION

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

FACTORING COMPANY: _____ MAIN CONTACT: _____

PHONE: _____ FAX: _____ WEB SITE: _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

PART 5: INSURANCE INFORMATION SECTION

INSURANCE AGENCY: _____ CONTACT: _____

PHONE: _____ FAX: _____ EMAIL: _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

PLEASE USE THE FOLLOWING SECTION TO BETTER DESCRIBE YOUR COMPANY

Office Use Only: Updated on ____/____/____ Comments: _____

TRUCK OPERATION FORM

Truck #	Trailer #	Trailer Type	Max Weight	Driver Name	Driver Cell

1. Does the assigned driver have the right to make load decisions for you? _____
2. Does the driver need to have a copy of the load confirmation? _____

Please keep a blank copy of this form, and email updates to us when they occur, this way we have the most current information on hand.

Thank You

[Golden State Dispatching](#)