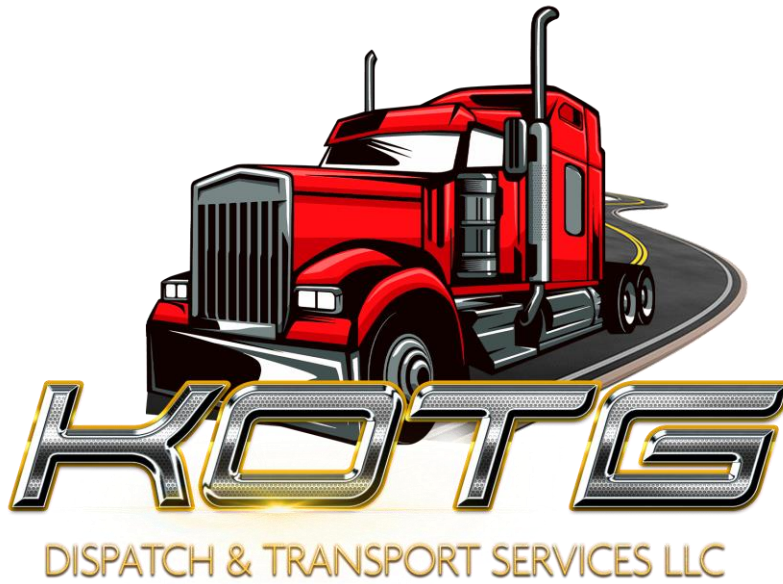




**We are glad to have you join the team, where we will
Keep you on the Go!**

**Enclosed you will find a packet of documents that need to be
signed and returned before we can start booking your loads and
getting you out on the road. Please review them carefully. When
completed, please email them back to kotgservices@gmail.com**

Documents

CARRIER must furnish DISPATCH with the following documents prior to the implementation of this agreement, via email at

kotgservices@gmail.com

- **Dispatch Carrier Agreement**
- **Carrier Profile Form**
- **Copy of MC Authority**
- **Payment Authorization**
- **Signed W-9**
- **Limited Power of Attorney**
- **Certificate of Insurance**
- **Factoring Company Notice of Assignment**
- **Copy of Driver's License**

Carrier & Dispatcher Agreement

1. RECITALS

This Agreement is made this _____ day of _____, 20 _____, by and between "KOTG Dispatch & Transport Services LLC", hereafter referred to as DISPATCHER, and _____, hereinafter referred to as CARRIER. WHEREAS DISPATCHER is a transportation dispatcher handling the necessary paperwork between a SHIPPER/BROKER and the CARRIER to secure "CARGO" for said CARRIER WHEREAS, CARRIER is a Motor CONTRACT Carrier subject to the jurisdiction of the ICC: NOW, THEREFORE, in consideration of the promises and covenants hereinafter contained it is mutually agreed by and between parties hereto as follows:

2. EFFECTIVE DATE

This 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.

3. OBLIGATIONS OF DISPATCHER

KOTG Dispatch & Transport Services, LLC will:

- Find freight that best matches the profile of the Carrier.
- Upon the Carrier agreeing to the load, your company name, LLC will fax/email to broker/shipper the Carriers MC Authority, W-9, proof of insurance along with any other required supporting documentation.
- Handle the setting of all required appointments.
- Prepare directions to shipper/consignee, if necessary.
- Assist with any problems that arise in the transit of the load, when necessary, within our capabilities. Carrier is responsible for own equipment; we can direct you to a service that may be helpful.
- All load information is always available to the Carrier.
- DISPATCHER bears no financial or legal responsibility in the transaction between the SHIPPER/BROKER, CARRIER agreement.

4. OBLIGATIONS OF CARRIER

- CARRIER agrees to pay DISPATCHER 10% percent of the face value of the contract between the SHIPPER/BROKER, CARRIER as stated on the load rate confirmation sheet. CARRIER further agrees to pay DISPATCHER at the time of securing cargo.
- CARRIER has a 5-day grace period to pay DISPATCH once a load is delivered. If not paid within this timeframe, DISPATCH reserves the right to automatically deduct fees from the Debit/Credit Card provided by CARRIER on this agreement.

- CARRIER gives DISPATCHER authority to provide his/her 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 the same by giving 30-day written notice to the other.
- The Carrier agrees to have their factoring company directly pay KOTG Dispatch & Transport Services LLC for their services.
- BROKER agrees to pay CARRIER promptly, following 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 SHIPPER or BROKER to CARRIER shall be established between parties on a per shipment basis before the commencement of each shipment. A load confirmation including details of shipment and revenue to be paid will be supplied via FAX/EMAIL by SHIPPER/BROKER to CARRIER. Confirmation will be signed by DISPATCHER and returned via FAX/EMAIL to SHIPPER.
- CARRIER shall be liable for loss, damage, or liability occasioned by the transportation of property arranged by DISPATCHER, SHIPPER, or BROKER while in the possession of the carrier.
- CARRIER agrees to hold DISPATCHER, SHIPPER, BROKER harmless from any liability for personal injury or property damage occurring during the operation conducted by CARRIER according to this agreement.
- CARRIER will be responsible to comply with all applicable state and federal regulations regarding the operation of a motor carrier.
- CARRIER agrees that it will function under terms of this agreement strictly as a duly permitted contract carrier, and hereby waives any rate provisions, which may be contained in its published carrier tariffs.
- This agreement shall be deemed to be effective on the first date that CARRIER, DISPATCHER, and SHIPPER 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.
- CARRIER will not and must not use another dispatcher or dispatching services other than KOTG Dispatch & Transport Services LLC while under this signed agreement. If discovered that you are using 1 or more dispatching services other than KOTG Dispatch & Transport Services LLC. KOTG Dispatch & Transport Services LLC will be entitled to 3% of every booked load.

4. ADDITIONAL PROVISION

In the case of insufficient funds or credit card decline, there is a built-in grace period of 5 days after the delivery date, before the account is subject to suspension. In which case, the account must be paid current and is subject to a reinstatement fee of \$100. You will be charged \$100 each day until the account is paid in full. Should this occur, CARRIER will not be booked new loads until the account is paid in full. If credit card decline occurs more than two (2) times in a thirty (30) day period, DISPATCH reserves the right to suspend the account indefinitely.

- KOTG Dispatch & Transport Services, LLC will work within the established parameters of the Client's Company Profile.
- KOTG Dispatch & Transport Services, LLC will notify Client of load's required qualifications or additional insurance.

5. **DISCLAIMER** – KOTG Dispatch & Transport Services, LLC is not responsible for:

- Billing issues
- Load problems of any nature
- DOT compliance issues

6. **Governing Law** - This agreement is governed by and constructed in accordance with the laws of the state of Florida, without giving effects to any choice of law or conflict of laws, provisions, or rules (whether of the state of Florida or any other jurisdiction governed by laws) that would cause the application of the laws of any jurisdiction other than those of the state of Florida.

7. JURISDICTIONS AND VENU

KOTG Dispatch & Transport Services, LLC and the Carrier hereby consent to and agree to submit to the Jurisdiction of the Federal and state courts located in Lauderhill, Florida in connection with any claims or controversies arising out of the Agreement.

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

Client: _____

KOTG Dispatch & Transport Services LLC

Signature: _____

Signature: *Ashley Smith & Rodney Brown*

Printed Name _____

Printed Name: **Ashley Smith & Rodney Brown**

Title: _____

Title: **OWNERS**

Date: _____

Date: _____

COMPANY PROFILE FORM

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 can 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: _____

TWIC CERTIFIED: _____ HAZMAT CERTIFIED: _____

PART 2: EQUIPMENT SECTION

NUMBER OF TRUCKS: _____ NUMBER OF TEAMS: _____

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

TRAILER SIZES: VAN: _____ HOTSHOT: _____ FLATBED: _____ TARPS Y/N

BOX TRUCK _____

TRAILER LENGTH: _____ WIDTH: _____ HEIGHT: _____

HOW MUCH CAN YOUR TRAILER HOLD? _____

Truck# _____ Trailer# _____ E-track Y/N Pallet Jack Y/N Lift gate Y/N

Are you ELD compliant? Y/N – If yes, what service do you use?

One of the most important parts of our services for many of our customers is keeping their trucks rolling. To better understand your needs please complete the service areas of operation below. We can only be as accurate as the information you provide.

I will service all states I will service only checked states I will service only checked 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 ☐

PART 3: 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: _____ Email: _____

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

****We will need a Notice of Assignment from your factoring company****

PART 4: INSURANCE INFORMATION SECTION

INSURANCE AGENCY: _____ CONTACT: _____

PHONE: _____ FAX: _____ EMAIL: _____

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

PLEASE USE THE FOLLOWING SECTION TO PROVIDE ANY ADDITIONAL INFORMATION AND DESCRIPTION OF YOUR COMPANY.

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

KOTG Dispatch & Transport Services, LLC

Limited Power of Attorney

BE IT KNOWN, that _____ with an MC or DOT number of _____, has made and appointed, and by these presents does make and appoint KOTG Dispatch & Transport Services, LLC true and lawful representative for _____, place and stead, for the limited and specific purpose of contracting loads of freight to be hauled by _____, giving and granting said KOTG Dispatch & Transport Services, LLC, 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 representative 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 mailed to: KOTG Dispatch & Transport Services LLC, 7500 W. Commercial Blvd #1130 Lauderhill, FL 33319.

RECITALS

KNOWALL MEN BY THIS PRESENTS, that this Power of Attorney is given by Client to KOTG Dispatch & Transport Services LLC and that the Client hereby appoints KOTG Dispatch & Transport Services LLC to be its representative and to do its name and on its behalf anything that the Client can lawfully do by an attorney, limited to: Professional Dispatch Services

- 1. Contract Powers:** To make, do, and transact the business of procuring and securing freight for Client and in its name, and as its acts and deed, to sign, seal, execute, deliver, and acknowledge such transportation contracts, agreements, bills of lading, bills, releases, and such other documents and instruments in writing of whatever kind and nature as may be necessary or proper in the premises, as fully of Client might do if done in its own capacity
- 2. Settlement Powers:** To submit to shippers and brokers matters, which are now subsisting or hereafter arise between Client and _____ and any other person or persons, or in which any matter of interest or claimed by Client may be concerned.
- 3. Business Interests:** To modify or amend any agreement to which the Client may be a party in which KOTG Dispatch & Transport Services LLC entered on behalf of the Client, modify such interest to or with such person or persons KOTG Dispatch & Transport Services LLC may deem proper and on such terms and with such security as KOTG Dispatch & Transport Services LLC may deem appropriate to which KOTG Dispatch & Transport Services LLC has entered into on behalf of the Client.
- 4. Photographic Copies:** Photographic or other facsimile reproduction of this executed power may be made and delivered by KOTG Dispatch & Transport Services LLC and may be relied upon by any person to the extent as though the copy were an original. Anyone who acts in reliance upon any

representation or certificate of KOTG Dispatch Transport Services LLC upon a reproduction of this power, shall not be liable for permitting KOTG Dispatch & Transport Services LLC to perform any act pursuant to this power. IN WITNESS WHEREOF, the parties heretofore have executed this agreement on the date below:

Carrier: _____
Signature: _____
Printed Name _____
Title: _____
Date: _____

KOTG Dispatch & Transport Services LLC
Signature: *Ashley Smith & Rodney Brown*
Printed Name: **Ashley Smith & Rodney Brown**
Title: **OWNERS**
Date: _____

PAYMENT AUTHORIZATION

KOTG Dispatch & Transport, LLC | 954-302-1980 | kotgservices@gmail.com

KOTG Dispatch & Transport Services LLC works with your factoring company. KOTG Dispatch & Transport Services LLC must be paid by your factoring company. This makes things much easier, and stress free! This MUST be set up before KOTG Dispatch & Transport Services LLC can start dispatching your loads.

If the carrier does not have a factoring company, the carrier must provide a voided check with the carrier's D.B.A. name. (Doing Business as) to KOTG Dispatch & Transport Services LLC. The carrier needs to also provide KOTG Dispatch & Transport Services LLC with one of the following: Money Order, Zelle, Cash App, Square (**preferred method**), or PayPal. If carrier fails to provide KOTG Dispatch & Transport Services LLC with a voided check and a Cash App, Square (**preferred method**), Zelle, or PayPal information, we will not dispatch loads until the carrier has provided this information to KOTG Dispatch & Transport Services LLC.

**KOTG Dispatch & Transport Services LLC
7500 W. Commercial Blvd. #1130
Lauderhill, FL 33319**

The Client agrees to have the dispatcher paid by the clients factoring company. This will be required to work with KOTG Dispatch & Transport Services LLC as per the conditions of this agreement. A 5-day grace period will be allowed before the account becomes overdue at which time a \$100 late fee will be added and an additional \$100 will be added every day until KOTG Dispatch & Transport Services LLC has been paid in full for their services. After 30 days the account may be placed for collection, in which case carrier will be responsible for all court and attorney fees. Dispatching fees are subject to 5% interest on past due fees per month. Dispatcher will invoice Client as per the terms of the agreement via email. Payments can be made to Dispatcher by Money Order, Square, Zelle, Cash app, or Bank Transfer. Once the payment is processed Client will be sent a receipt via email, or U.S. mail.

Please print, sign and date below as an acknowledgement to this contract.

Print Name: _____

Signature: _____

Date: _____

Late/Cancellation Policy

We take pride in our work in booking you the best loads for the most money possible. We want to keep you moving and help grow your business. To best serve you, we have implemented a late/cancellation policy.

Type of Cancellation	No Fee Penalties	Fee Penalties
Canceling a shipment more than 24 hours before shipment	✓	
Cancellations/ Tardiness caused by a Shipper/Broker	✓	
Accidentally accepting a shipment and canceling within 1 hour of accepting or 24 hours in advance	✓	
Carrier- caused cancellation that occurs less than 24 hours before pickup		✓
Cancellations caused by carrier delays		✓
Removed from the shipment due to insurance or compliance-related issues		✓
Cancellations caused by mechanical issues/breakdowns (More than one [1] time in a thirty [30] day period)		✓

Cancellation Fees:

1st Time: \$100 fee
2nd Time: \$200 fee

Late Fees:

1st Time: \$50 fee
2nd Time: \$75 fee

Carriers will incur late fees for the following reasons: carrier-caused tardiness and/or delays or mechanical breakdowns (more than once in a thirty [30] day period).

Helpful Hints to Avoid Late/Cancellation Penalties

1. Review all information on a shipment provided to you by your dispatcher before accepting it. Accepting a load is a carrier's agreement to haul the load as-is. Remember: Once a rate confirmation sheet is signed, you are guaranteeing you will haul the load.
2. Plan your route ahead of time and take possible traffic conditions into consideration when leaving to secure a pickup/drop off appointment.
3. Make sure all insurance information is up to date with RMIS.
4. Maintain compliance status by following FMCSA safety guidelines.
5. Alert your dispatcher of any issues you are having with shipments, especially if they will affect future loads.
6. Maintain equipment regularly to avoid trailer breakdowns.
7. Avoid booking loads if you are experiencing any mechanical issues. Wait until all issues have been resolved.
8. Communicate any issues, problems, or concerns with your dispatcher as soon as possible.

Please note: We reserve the right to void Dispatcher + Carrier Agreement after second cancellation and/or tardiness incidence. A decision to do so will be done on a case-by-case basis.

I have read and understand the late/cancellation policy.

Signature: _____

Print Name: _____

Date: _____

COMMUNICATION POLICY

Communication is extremely important when working between a shipper/broker and a carrier. It is crucial to understand that in order to build a good business relationship with shippers/brokers you must be timely and professional in answering/returning calls, text messages, emails, ect. For this reason, we will not secure any new loads for you if we have not had contact with you for a period of more than 24 hours.

TRACKING APP

We require our drivers to use a tracking app called **GeoZilla** when working with our company. This is a free application that can be downloaded to your smartphone on both iOS and Android platforms. Tracking applications limits the number of times we need to contact you for your ETA on picking up/delivering freight and allows us to secure emergency services in the event of a mechanical issue with your equipment. Once we receive your packet and you are onboarded, you will receive a text message from your dispatcher with information on how to download the app on your smartphone. The operation of this application is required in order to secure new shipments for you.