



## Carrier Set-Up Requirements

Welcome to the **Real Movement** dispatching team!

*We're happy to have you on board and we can't wait to help you reach new heights. This union will prove to be a formidable force in the trucking industry. Let's be great!*

To get enrolled with our dispatching services, please complete, sign and return the following items by email to [admin@realmovementlogistics.com](mailto:admin@realmovementlogistics.com).

### Dispatch/Carrier Agreement

- Limited Power of Attorney
- Company Profile Sheet
- Truck Operation Form
- Copy of owner operator's CDL and Driver's CDL License
- A list of three established references, if applicable
- Copy of Carrier's Authority (MC)
- Copy of your W-9
- Copy of insurance certificate. (We require \$100,000 in Cargo and \$1,000,000 in Liability)
- Truck & trailer combo (Trailer less than 10 years old)
- Security deposit that goes towards your last week of service (\$300)
- Access to load board subscriptions (if applicable)
- No negative reviews on freightguard

For questions or concerns regarding **Real Movement Logistics** requirements, please contact us at [admin@realmovementlogistics.com](mailto:admin@realmovementlogistics.com) or give us a call at **475-228-9154** or **475-228-9013**.

Thank you for choosing **Real Movement** as your dispatching service!

**REAL MOVEMENT LOGISTICS CARRIER AGREEMENT**

**1. RECITALS**

This agreement is made as of this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ by and between **Real Movement Logistics** and \_\_\_\_\_ (Client's Company Name), licensed by the FMCSA as an interstate carrier of property holding authority, MC # \_\_\_\_\_ and/or DOT# \_\_\_\_\_, hereinafter referred to as 'Client'. Client desires to retain **Real Movement** by executing a Limited Power of Attorney form to find and secure freight for Client and dispatch Client's equipment. **Real Movement Logistics** and the Client have, upon due consideration, determined that an agreement to their mutual advantage and best interest has been formed, and thereby agrees to the terms and conditions listed within this agreement. Prior to the implementation of this agreement, Client must furnish to **Real Movement** the following documents:

1. \_\_\_\_\_ This Carrier Agreement (completed, dated and signed).
2. \_\_\_\_\_ A signed and dated Limited Power of Attorney form.
3. \_\_\_\_\_ A completed Company Profile Sheet.
4. \_\_\_\_\_ Truck Operation Form (if applicable)
5. \_\_\_\_\_ Copy of owner operator's CDL and Driver's CDL License
6. \_\_\_\_\_ A list of three established references (if applicable)
7. \_\_\_\_\_ Copy of Client's Authority (MC Permit).
8. \_\_\_\_\_ A signed W-9 form.
9. \_\_\_\_\_ Proof of Insurance Certificates\*\*.

**\*\*We require at least \$1,000,000 and at least \$100,000 in Cargo Coverage.\*\***

**\*\*\*Percentage Fee is 10% for EACH TRUCK USING OUR DISPATCHING SERVICES\*\*\***

**\*\*\*Dedicated Lanes: A 10% fee still applies for any dedicated lanes obtained by Real Movement Logistics\*\*\***

**\*\*\*Payments are due every week by Friday at 5pm. Any payments not made by this time will result in no loads being booked until balance is paid in full. There is also a \$100 late fee for late payments. \*\*\*Further non-payment will result in an additional \$25 a day fee & termination of this agreement effective immediately.**

**\*\*\*Carriers/Drivers may book loads without using our service, but in the event that this transpires Real Movement Logistics LLC still charges 10% fee for any load booked by our services or yourself. Please ensure Real Movement Logistics LLC is informed that you are booking your own loads at any given time to conserve time.\*\*\***

**\*\*\*Canceled Loads: Any canceled loads (by the driver or shipper/broker) will still incur half of our original 10% pricing fee.\*\*\***

**2. RELATIONSHIP**

The relationship of CLIENT and **Real Movement Logistics** shall at all times, be that of an independent contractor. **Real Movement Logistics** shall be the agent working on behalf of CLIENT to search for loads, book them, dispatch, and handle all paperwork directly with the broker and/or shipper.

Initial: \_\_\_\_\_

### 3. RATE AGREEMENT (Please check plan preferred)

See “Attachment A” for additional details on Page 5

10% Pay Per Load SEMI- Dry Van, Reefer, Flat Bed, or Step deck

### 4. TERM

The term of this Agreement shall be effective upon the date signed by both parties to this Agreement and shall continue thereafter for a term of seven (7) days of such date, and automatically from week to week thereafter, subject to the right of either party hereto to cancel the Agreement at any time upon not less than seven (7) days written notice by one party to another. Client must send notification by mailing said Revocation Notice to: **186 New Haven ave. Derby, CT, 06418 OR Admin@realmovementlogistics.com.**

### 5. STATEMENT OF WORK

**Real Movement** 's objective is to design a proactive logistics plan based on the Client's territorial preference. The plan is influenced by the current situation on the market and/or region, in order to take advantage of the most profitable loads. **Real Movement** 's logistics coordinators (dispatchers) will find loads that best match the Client's preferences and will communicate such options with the Client and/or its driver(s). Once the Client agrees to accept the load, **Real Movement** will send all necessary and required supporting documents to broker/shipper. Once the rate confirmation is received, it will be forwarded to the Client for their records.

**Real Movement** agrees to:

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 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. Provide the driver with all dispatch instructions for pickup, transit and delivery.
5. Assist with any problems that arise in the transit of the load within our capabilities. The Client is responsible for its own equipment. We will put forth our best effort to direct Client to a service that might be of help.
6. Hold on to the dispatch, accessorial information, etc. until the load is completed. Once completed, **Real Movement** will email or fax all documents to the Client.
7. Forward the final load confirmation and mail all documentation to the Client, concluding that all services have been performed in full.

### 6. CONSIDERATION

The client agrees to pay **Real Movement** as per the agreed quotes and terms, as stated in Section 3 of this agreement. The agreed upon term rates are required to be paid to **Real Movement** as per the conditions of the agreement.

Initial: \_\_\_\_\_

## 7. ADDITIONAL PROVISIONS

Once service has concluded per Page 2 of Section 5 line 7, 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 **Real Movement** 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 will have the sole and exclusive care, custody and control of the shipper's property from the time it is picked up for transportation, until it is delivered to the destination. Client assumes the liability of a common carrier for loss, delay, damage, or destruction of any and all of shipper's goods or property while under the Client's care. 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.

Client specifically agrees that all freight tendered to it by **Real Movement**'s dispatch service shall be transported on equipment operated only under the authority of Client, and that Client shall not in any manner sub-contract, broker, or in any other form arrange for the freight to be transported by a third party without the prior written consent of **Real Movement**.

Client will be responsible for notifying **Real Movement** of changes to authority, insurance, client profile or ownership.

Client agrees to provide, operate and maintain in good working condition, motor vehicles and all allied equipment necessary to perform the transportation schedule in a safe, efficient and economical manner.

Client agrees to provide properly qualified, trained, and licensed drivers to perform the transportation and related services under this Agreement and each transportation schedule in a safe, efficient, and economical manner. Client's personnel are expected to conduct themselves in a professional manner at all times and shall ascertain and comply with all of the Customer's facility rules and regulations when on the Customer's premises.

**Real Movement** will work within the established parameters of the Clients Company/Carrier Profile. **Real Movement** will notify Client of best-matched loads and will provide a full level of communication with said Client. Client agrees to allow **Real Movement** to book loads without prior approval, with the understanding that **Real Movement** will only book loads that are in the best financial interest of said Client.

**Real Movement** will notify Client of load-required qualifications or additional insurance, if necessary. **Real Movement** will furnish to Client necessary information for qualification of insurance required.

In the event that **Real Movement** books a load with the Client's approval and/or matching the Client's truck posting, the Client agrees to pay **Real Movement** as agreed in Section 3 of this Agreement for services rendered. NOTE: To avoid charges for unavailable equipment, it is imperative to notify **Real Movement** 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 **Real Movement** BEFORE the load is secured. Once the Client tells **Real Movement** 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 Client's behalf. If this happens more than twice, **Real Movement** has the right to terminate the agreement between **Real Movement** and the Client.

Initial: \_\_\_\_\_

Client agrees that they will advise **Real Movement** 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**

**Real Movement** 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.
7. Processing the factoring of any booked loads. This is the sole responsibility of the owner operator or fleet owner.

**8. GOVERNING LAW**

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

**9. JURISDICTIONS AND VENUE**

**Real Movement** and Client hereby consent to and agree to submit to the jurisdiction of the Federal and state courts located in New Haven County, **Connecticut** in connection with any claims or controversies arising out of the Agreement.

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

|                                |   |
|--------------------------------|---|
| _____                          | <b>Real Movement Logistics</b>            |
| (Print Company Name)           | _____                                     |
|                                | (Print Company Name)                      |
| _____                          | _____                                     |
| (Signature of Company Officer) | (Signature of Dispatching Representative) |
| _____                          | _____                                     |
| (Print Company Officer's Name) | (Print Representative Name)               |
|                                | PRESIDENT/CEO/DISPATCHER                  |
| _____                          | _____                                     |
| (Company Officer's Title)      | (Company Officer's Title)                 |

Initial: \_\_\_\_\_

**AGREEMENT FOR DISPATCH SERVICES**

**ATTACHMENT "A"**

This attachment pertains to the selected level of service noted on Page 1 Section 3 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 **Real Movement** 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 5 line items 1 – 7 of this agreement. The cost of this plan is the percentage chosen of the gross revenue (excluding accessorials) per truck enrolled with **Real Movement**. Invoices will be sent out weekly. Payment for this plan is to be made in full within **(INSERT #)** days of the invoice date.

**DEDICATED LANES:** All dedicated lanes obtained by **Real Movement Logistics** are subject to the flat rate of 10% for the duration of the length of this contract between **Real Movement Logistics** and the Client.

**NON-SOLICITATION:** Client agrees not to solicit traffic from any shipper, consignor or customer of **Real Movement Logistics** dispatch service where the carrier transports loads, or is made aware of such traffic, as a result of **Real Movement Logistics** dispatching efforts. It is further agreed that this non-solicitation provision shall be in force and effect during the term of this AGREEMENT and for a period of one (1) year from the date the termination of this AGREEMENT for any reason. In the event of non-compliance with the specific provisions of this paragraph, CLIENT upon discovery of breach, will be liable to **Real Movement Logistics** one hundred percent (100%) of the gross transportation revenue received by CARRIER from said shipper(s) within one (1) year after the date of termination of this agreement.

CARRIER \_\_\_\_\_ DATE \_\_\_\_\_

Initial: \_\_\_\_\_