



**(562) 337-9233**

**Email:**

**[carrier@derricksonsolutions.com](mailto:carrier@derricksonsolutions.com)**

**[www.derricksonsolutions.com](http://www.derricksonsolutions.com)**

### **Carrier Set-up Requirements**

Welcome to the **Derrickson Solutions** Team! We are pleased that you have decided to grant us the permission to act as your dispatching service provider representing your company in the arena of 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!

To get enrolled in our program, please complete, sign and return the following items by email to [carrier@derricksonsolutions.com](mailto:carrier@derricksonsolutions.com)

- Dispatch Agreement
- Limited Power of Attorney
- Company Profile Sheet
- Truck Operation Form
- Copy of Carrier's 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)

Once your paperwork is processed you will be contacted promptly with all pertinent information and your Customer ID. For questions/concerns regarding Derrickson Solutions requirements please contact us at: [carrier@derricksonsolutions.com](mailto:carrier@derricksonsolutions.com)

**Thank you for choosing Derrickson Solutions!**

## Agreement for Dispatch Services

### 1. RECITALS

This agreement made as of this \_\_\_\_\_ day, month of \_\_\_\_\_, 2021 by and between **Derrickson Solutions** hereafter referred to as **DS** and Motor Carrier (\_\_\_\_\_), hereinafter referred to as 'Client', desires to retain **DS** 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 **DS** 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. Internet Load Board and Account Access
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. PERCENTAGE RATE AGREEMENT (Please check)

#### PERCENTAGE PLAN

**DS** service for a flat rate of 10% of the load confirmation

### 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 **DS**. Client must send notification by mailing said Revocation Notice to: **DS** [carrier@derricksonolutions.com](mailto:carrier@derricksonolutions.com)

#### 4. Statement of the Work

**DS** will:

1. Find freight that best matches profile for the Client. Please allow 72 hours to find load
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. 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 their 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 **DS** 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 **DS** 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 **DS** 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 collections. **DS** will invoice Client as per the terms of the agreement via Email, U.S. Mail or faxing said invoice. Payment can be made to: Derrickson Solutions by Zelle, PayPal, Google Wallet, or bank transfer.

#### 6. Additional Provisions

Once **DS** 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 **DS** 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 and hours of services.

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

**DS** will work within the established parameters of the Clients Company/Carrier Profile.

**DS** will notify Client of best-matched loads for approval prior to making haul commitment.

**DS** will fax/email all necessary documentation to the broker/shipper directly, along with final approval once Client or designated representative has approved load.

**DS** will notify Client of load required qualifications or additional insurance necessary.

**DS** will furnish to Client necessary information for qualification of insurance required.

In the event that **DS** books a load with the Client's approval and/or matching the Client's truck posting, the Client agrees to pay **DS** as agreed in Section 2 of this Agreement for services rendered. NOTE: To avoid charges for unavailable equipment, it is imperative to notify **DS** 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 **DS** BEFORE the load is secured. Once the Client tells **DS** 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 (2), **DS** has the right to terminate the agreement between **DS** and the Client.

Client agrees that they will advise **DS** 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

**DS** 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.

**9. Jurisdictions and Venue**

**DS** and Client hereby consent to and agree to submit to the jurisdiction of the Federal and state courts located in Los Angeles County, California 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.

\_\_\_\_\_

(Print Company Name)

\_\_\_\_\_

(Signature of Company Officer)

\_\_\_\_\_

(Print Company Officer's name)

\_\_\_\_\_

(Company Officer's Title)

\_\_\_\_\_

(Date)

Derrickson Solutions

(Print Company Name)

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

Aaron Derrickson

(Print Company Representative Name)

Chief Executive Officer

(Company Officer's Title)

\_\_\_\_\_  
(Date)

# AGREEMENT FOR DISPATCH SERVICES DS

## 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 **DS** 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 1 Section 4 line items 1 – 8 of this agreement. The cost of this plan is the percentage chosen of the gross revenue (excluding accessories) per truck enrolled with **DS**. Invoices will be sent out weekly. Payment for this plan is to be made in full within 3 days of the invoice date. Payment can be made according to Page 2 Section 5 of this agreement.

**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.

\_\_\_\_\_ initials / Please allow 72 hours (3 days) to plan a route for you.

CARRIER: \_\_\_\_\_

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

**IMPORTANT INFORMATION:** ALL of our Brokers sign a Non-Compete Contract, so once they are no longer with this company, whether they stay with us or not, they are legally bound not to have any contact, for one full year, with the company DS is dispatching or has dispatched.

**ALL of our Dispatchers also sign a Non-Compete Contract, so once they are no longer with this company, whether they stay with us or not, they are legally bound not to have any contact, for one full year, with the company DS is dispatching or has dispatched.**

## 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 **DS**, 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 **DS**, 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:

### Derrickson Solutions

[carrier@derricksonsolutions.com](mailto:carrier@derricksonsolutions.com)

COMPANY NAME: \_\_\_\_\_

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

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

### WITNESS

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ 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 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: \_\_\_\_\_ 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: \_\_\_\_\_

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: \_\_\_\_\_ RGN: \_\_\_\_\_ STEP DECK: \_\_\_\_\_ DD: \_\_\_\_\_

OTHER TYPES: \_\_\_\_\_

TRAILER SIZES: VAN: \_\_\_\_\_ REEFER: \_\_\_\_\_ FLATBED: \_\_\_\_\_ RGN: \_\_\_\_\_ STEP DECK: \_\_\_\_\_  
DD: \_\_\_\_\_

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

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**PART 3: SERVICE AREAS OF OPERATION** (Put an "X" to all that apply)

If all, put an "X" here : \_\_\_\_ All 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\_\_

**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: \_\_\_\_\_

**USE THE FOLLOWING SECTION TO BETTER DESCRIBE YOUR COMPANY**

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TRUCK #	TRAILER #	TRAILER TYPE	MAX WEIGHT	DRIVER	CELL PHONE

- 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.

## Non-Competition Agreement

This Non-Competition Agreement (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Effective Date”) by and between \_\_\_\_\_ (“Client”) and **Derrickson Solutions** (“Company”), principal place of business at 19440 Norwalk Blvd. Cerritos, Ca 90703.

For good consideration and as an inducement for Company to enter into this Agreement with “Client”, “Client” hereby agrees not to directly or indirectly compete with Company and its successors and assigns during the period of employment and for a period of 2 years following termination of employment and notwithstanding the cause or reason for termination.

The previously mentioned term “not compete” as used herein shall mean that Member shall not own, manage, or operate a business substantially similar to or competitive with the present business of Company or such other business activity in which Company may substantially engage during the term of employment. “Client” acknowledges that Company shall or may in reliance of this Agreement provide access to trade secrets, clients, and other confidential data and good will. “Client” agrees to retain said information as confidential and not to use said information on his or her own behalf or disclose the same to any third party. This Agreement shall extend for a radius of 30 miles from any location from which any services conducted by Company are operated out of and shall be in full force and effect for 2 years after termination. This Agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns, and personal representatives.

The parties hereby acknowledge that they are bound by obligations set forth in this document by affixing their signature below.

Client: \_\_\_\_\_

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

Company Representative: \_\_\_\_\_

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

Return the Completed and Signed Form to The Following: [carrier@derricksonsolutions.com](mailto:carrier@derricksonsolutions.com)

*\*\*Disclaimer: Please beware and understand that once you drop off your load and the shipper has been invoiced for your services, that you ARE NOT always paid immediately. Some shippers send out payments in 30, 60, and 90 day intervals. While we understand this you are still required to pay your invoice in the timeframe given as in the packet, unless otherwise agreed upon. If you are a new company or a company without the liquidity to meet expenses, we would strongly suggest you look into a factoring company.*

Confidential Agreement for Dispatch Services