

2024

Your Road to Better Freight



Frank Donovan

Quality Dispatching Services

1/1/2024



It is my pleasure to introduce "Quality Dispatching Services" serving the lower 48 states. "Quality Dispatching Services" is here to work for YOU, it is our pledge to do our absolute best every day to locate premium loads from brokers and shippers paying top rates. "Quality Dispatching Services" utilizes "state of the art" equipment and software which allows us to reach Brokers within seconds after a load is posted on load boards, by Brokers email blasts and direct communication via our extensive database which pairs Brokers to certain freight and geographical areas.

What we Offer:

Please take a moment to consider the amount of time you spend at a truck stop or other facility searching for freight for your truck. For the most part Brokers usually only work from 0800 - 1700 Central Time, so you end up wasting those daylight hours searching for a load when you could be putting miles behind you. Once you find freight that meets your needs, you will still have to negotiate prices, handle contracts and associated paperwork. These days, time spent trying to locate and book freight will frequently "Eat Into" your ELD Clock, time is money, and the cost of wasted time can be extremely expensive.

"Quality Dispatching Services" is here to remove the frustration often associated with locating and booking loads and procuring freight that meets your criteria. We do not require you to sign a "Binding Contract" to use our services, we feel that our commitment to you will be evident and persuade you to continue to utilize our services in the long term.

"Quality Dispatching Services" acts as a "Bona Fide Independent Agent" for Motor Carriers, we locate and reserve freight at the rate of 5% (For Tractor / Dry Van, Reefer, Flatbed, Step Deck), 8% (For Hot Shots / Power Only) per load which is far below the outrageous percentages that many other dispatching and leasing services charge their clients. Your dispatcher will locate a selection of available freight that matches your profile and contact you with the details. You will determine which load(s) you wish to pursue, and your dispatcher will go to work negotiating a rate with the Broker. Immediately after booking your load, our dispatchers will focus on securing your next load, to keep your truck moving and bringing in the revenue you expect to make.



Payments:

Lastly, "Quality Dispatching Services" does not touch your money, whether you use a Factoring Service or bill the Brokers directly, your money is remitted to you, not "Quality Dispatching Services". We will Invoice you on a "Per Load" basis, to maintain uninterrupted dispatching support, payment is required upon receipt of each Invoice.

Thank you again for taking the time to contact "Quality Dispatching Services", let us prove to you that with our help YOU can make *more money* with *less frustration* moving freight!

Drive Safely –

Frank Donovan

Frank C Donovan - Owner 337-247-0703

 $\textbf{Email:}~\underline{\textbf{qdsdispatch@outlook.com}}$

Web: www.qualitydispatchingservices.com



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 $337\hbox{-}247\hbox{-}0703 \\ \textbf{onboarding@qualitydispatchingservices.com}$

QUALITY DISPATCHING SERVICES / CARRIER AGREEMENT THIS AGREEMENT IS FROM PAGE 1 TO 6, INCLUSIVE

| This Agreement Datedbetween | | | | | |
|--|---|--|--|--|--|
| an authorized motor carrier, MC#/ DOT# | _ | | | | |
| Fed ID# | | | | | |
| (Address) | | | | | |
| (City)(State)(Zip) | | | | | |
| Hereinafter referred to as Named Carrier , | | | | | |
| and | | | | | |
| Frank Donovan dba Quality Dispatching Services 212 Colchester Drive Broussard, LA 70518 | | | | | |
| Hereinafter referred to as QDS or Quality Dispatching Services. | | | | | |

- I. Unlike many dispatching companies, QDS WILL DISPATCH Carriers whose MC Authority is less than 3 months old.
- II. All Digital Signatures are legally binding.
- III. The Purpose of this Agreement is to create a document whereby Named Carrier authorizes Quality Dispatching Services, to act as dispatch and to secure and/or locate loads for Named Carrier. Quality Dispatching Services will send and receive all necessary paperwork, including accepting and signing all required forms on behalf of Named Carrier.



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- IV. Quality Dispatching Services will act as a "Bona Fide Independent Agent" for your company. It is understood that QDS is also a "Bona Fide Independent Agent" for other carriers, as so we conduct the same services for other carriers without a conflict of interest to you. We will locate and reserve freight for your company at the Rate of 8% (If Power Only or Hot Shot), 5% (If a Flatbed, Step Deck, Van, or Reefer) of the gross value of each load we reserve for you. Booking a load with a Broker that has not utilized your services requires that a packet be filled out to get you set up when a load is booked for you. To cover processing costs, QDS will Invoice you at the amount of \$8.00 per packet prepared for your company.
- V. Quality Dispatching Services will handle the Negotiations, Contracts, Rate Confirmations, and any Additional Paperwork required to reserve each load. TheRate Confirmation and Contract will be forwarded to you when we receive the Information from the Broker / Shipper. When you accept a Load, make sure that you receive a BOL or that you create a BOL and have the Shipper attest to its validity. You are 100%responsible for ensuring that the load matches with the items on the Rate Confirmation or BOL, this includes checking serial numbers and/or pick-up numbers. If there are any discrepancies it is your responsibility to contact the Freight Broker to ensure he/she understands the situation. (Reefers / Vans) If you are not allowed on a dock to make a product count you must notify the Freight Broker immediately to ensure that you are not held responsible for any shortages, incorrect freight or similar problems.
- VI. Quality Dispatching Services is not accountable for Remittance by Brokers / Shippers. We will conduct Credit Check's on the Broker / Shipper for you on every Load we reserve to ensure the Broker / Shipper is in good standing at the time the load was reserved.
- VII. It is the responsibility of the **Named Carrier** and not that of **Quality Dispatching Services**, to adhere to all City, County (Parish), State and FMCSA Regulations as stated in 49 CFR Parts 300 399, any and all additional Regulations which may be required for the Interstate Transportation of Property including **IRP** & **IFTA**.



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- VIII. It is the responsibility of the **Named Carrier** to ensure that all required Documentation is maintained and up to date. An example of documentation is, but not limited to: MC Authority, CDL, Insurance, UCR, IFTA, Apportioned Plates, Registration of proper Weight Capacity, Log Reserve Entries, etc.
 - IX. It is the duty of the **Named Carrier** to refuse to pick up and/or transport freight that will cause the Truck, Trailer, or Owner Operator to become "Out of Compliance" with DOT requirements.
 - X. It is the Responsibility of the **Named Carrier** to obtain any required permits, pay any tolls, fees, determine proper routing to avoid weight or length limitations, etc., while transporting freight or "Deadheading". If requested, we will assist in any way we can to help in the process.
 - **XI. Quality Dispatching Services** will not be held responsible for any citations or fines received while transporting freight. **Quality Dispatching Services** is simply a "Bona Fide Independent Agent" utilized to locate and reserve freight for Owner Operators, at that point all liability to **Quality Dispatching Services** ceases.
- XII. It is understood by both parties that Quality Dispatching Services will invoice Named Carrier each week for all loads accepted by Named Carrier and Named Carrier will remit payment to Quality Dispatching Services, upon receipt of invoices. It is Agreed and Understood by both parties that, failure to remit payment to Quality Dispatching Services, as per this Agreement, all activity on behalf of Named Carrier will cease and any outstanding Invoice(s) will be remitted to Quality Dispatching Services.
- **XIII.** This Agreement is a continuing agreement until cancelled by either party upon verbal notification.
- XIV. I agree to the contents of this document and authorize Quality Dispatching Services to act as my agent for the sole purpose of searching for, negotiating rates; and booking shipments for Named Carrier. I also understand that Quality



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Dispatching Services IS NOT a Freight Broker, therefore cannot Broker freight for any carrier. I authorize **Quality Dispatching Services** to "Digitally Sign" my name to Carrier Packets and Rate Confirmations for which my company is transporting freight.

- **XV. Named Carrier** agrees to hold **Quality Dispatching Services** harmless from any liability for personal injury or property damage occurring during an operation conducted by CARRIER pursuant to this agreement.
- **XVI. Quality Dispatching Services** bears no financial or legal responsibility in transactions between the **Named Carrier** and Shippers or Brokers.
- XVII. The FMCSA has incorporated strict guidelines that differentiate between Dispatching Services and Brokerage Services / Freight Forwarding Services. According to our Business model, Quality Dispatching Services is not considered to be a Brokerage or Freight Forwarding Service. It is our interpretation that if a Dispatching Service is also a Brokerage, then any freight being booked by "said" Dispatching Service is in fact "Double Brokering" the freight! Double Brokering freight is illegal and can be met with severe consequences. Following is a link to the FMCSA Ruling regarding Dispatching Companies, Brokerages and Freight Forwarders: <FMCSA Definitions of Brokers and Bona Fide Agents>
- XVIII. (Please complete and sign the following page to acknowledge this agreement).

Remainder of page intentionally left blank



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Named Carrier authorizes Quality Dispatching Services, to act as an agent to locate and/or secure loads for Named Carrier. Quality Dispatching Services is hereby AUTHORIZED to sign Agreements, Contracts, Confirmation Sheets, and Related Documentation on "its" behalf.

| Named Carrier: | |
|-------------------------|---------|
| MC# | US DOT# |
| Tax ID# | Phone# |
| Email Address: | |
| Physical Address: | |
| Mailing Address: | |
| (Owner) Name: | |
| (Owner) Signature: | |
| Date: | |
| Witnessed by: Notary | |
| Address | |
| Phone: | |



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THIS AGREEMENT MAY BE DISSOLVED VERBALLY BY EITHER PARTY WITHOUT PRIOR NOTICE – ANY UNPAID BALANCE BY THE CARRIER IS REQUIRED TO BE REMITTED IMMEDIATELY AT THAT TIME.

<u>IMPORTANT</u> - QDS reserves the right to operate on a "Pay per Load" basis, Invoices for freight picked up that day may be emailed to you for remittance on the same day via Credit Card or Walmart to Walmart. Upon receipt of the payment QDS will book the next load for you to pick up. If you have a Smartphone, it is extremely easy to remit payment right from the cab of your truckwith your credit or debit card:

- Credit / Debit Card
- Walmart to Walmart
- QDS cannot accept payment via money order, personal or company check

| Do you use a Factoring Company? YES or NO | | | | | | |
|---|--|--|--|--|--|--|
| If Yes, which Factoring Company do you use? | | | | | | |
| Factoring Company Contact Information: | | | | | | |
| | | | | | | |
| | | | | | | |
| Name: | | | | | | |
| Phone #: | | | | | | |
| Fax #: | | | | | | |
| Email address: | | | | | | |
| | | | | | | |



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| Please submit this completed Packet |
|---|
| Please submit a copy of your Motor Carrier (MC) Authority |
| Please submit a copy of your Cab Card |
| Please submit a copy of your CDL |
| Please submit photos of your Truck / Trailer / VIN |
| Please submit a SAMPLE copy of your Insurance Certificate |
| Please submit a copy of your SS-4 (EIN) |
| Please submit a copy of your W-9 |
| If you use a Factoring Company, please submit the NOA |
| Email Address: |



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Information needed (One Profile per Truck):

| Make, Model, & Year of truck | | | | | | |
|--|--|--|--|--|--|--|
| Type of Trailer (FB / V / R / HS / Other)Length of trailer | | | | | | |
| Trailer Deck Height off Ground Width 102"? Other | | | | | | |
| Maximum Cargo Weight you can legally transportType of | | | | | | |
| ramps | | | | | | |
| Truck Hauls Oversize (Y/N)Max Height / Weight / Length | | | | | | |
| | | | | | | |
| TarpsSize of tarpsAir Ride (Y/N) | | | | | | |
| # of pipe stakes# of 4x4s # of & grade of chains | | | | | | |
| Passport (Y/N)TWIC (Y/N)Tanker Endorsement (Y/N) | | | | | | |
| Doubles Endorsement (Y/N)HAZMAT Endorsement (Y/N) | | | | | | |
| (PPE) Hard hatSteel toes Safety glasses Safety Vest | | | | | | |
| Truck # Trailer # | | | | | | |
| | | | | | | |
| Driver name: | | | | | | |
| Driver phone: | | | | | | |
| Driver Email: | | | | | | |



Request for Taxpayer Identification Number and Certification

a Go to www.irs.gov/FormW9 for instructions and the latest information

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

| Internal | Revenue Service Go to www.iis.gov/i orinivis for ins | structions and the lates | st illiorillation. | | |
|---|---|--|--|---|--|
| | 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 | | | | |
| Print or type. Specific Instructions on page 3. | 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. Individual/sole proprietor or Corporation S Corporation Partnership Trust/estate | | | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): | |
| | ☐ Individual/sole proprietor or ☐ C Corporation ☐ S Corporation single-member LLC | i aithership | Trustrestate | Exempt payee code (if any) | |
| | Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) Note: 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 not 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. | | | Exemption from FATCA reporting code (if any) | |
| oecif | Other (see instructions) ^a | | | (Applies to accounts maintained outside the U.S.) | |
| e Sr | 5 Address (number, street, and apt. or suite no.) See instructions. | | Requester's name and address (optional) | | |
| See | 6 City, state, and ZIP code | | | | |
| | 7 List account number(s) here (optional) | | | | |
| Par | Taxpayer Identification Number (TIN) | | | | |
| Enter | your TIN in the appropriate box. The TIN provided must match the na | | | ecurity number | |
| | o withholding. For individuals, this is generally your social security nunner alien, sole proprietor, or disregarded entity, see the instructions for | | or a | | |
| entitie | s, it is your employer identification number (EIN). If you do not have a | | | | |
| TIN, la | lter. If the account is in more than one name, see the instructions for line $^{\prime}$ | 1 Also see What Name a | or Employer | dentification number | |
| | er To Give the Requester for guidelines on whose number to enter. | 1. Also see What Name a | | | |
| | | | | - | |
| Par | | | | | |
| | penalties of perjury, I certify that: | -h / l · · · - iti f | | | |
| 2. I an Ser | number shown on this form is my correct taxpayer identification num n not subject to backup withholding because: (a) I am exempt from ba vice (IRS) that I am subject to backup withholding as a result of a failu onger subject to backup withholding; and | ackup withholding, or (b) I | I have not been no | otified by the Internal Revenue | |
| 3. I an | a U.S. citizen or other U.S. person (defined below); and | | | | |
| 4. The | $\label{eq:FATCA code} \textit{(s) entered on this form (if any) indicating that I am exer}$ | mpt from FATCA reporting | g is correct. | | |
| you ha | cation instructions. You must cross out item 2 above if you have been ve failed to report all interest and dividends on your tax return. For real e ition or abandonment of secured property, cancellation of debt, contributi han interest and dividends, you are not required to sign the certification, I | estate transactions, item 2 ions to an individual retiren | does not apply. Fo ment arrangement (| or mortgage interest paid, (IRA), and generally, payments | |
| Sign Here | Signature of U.S. person ^a | С | Date ^a | | |
| Gei | eneral Instructions • Form 1099-DIV (dividends, including those from stocks or mu funds) | | those from stocks or mutual | | |
| Section noted. | tion references are to the Internal Revenue Code unless otherwise • Form 1099-MISC (various types of income, prizes, awards, or | | come, prizes, awards, or gross | | |
| Future developments . For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted | | Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) | | | |
| | | , | Form 1099-S (proceeds from real estate transactions) | | |
| | pose of Form | , | | rd party network transactions) | |
| 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 | | Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) | | | |
| | | Form 1099-C (canceled debt) Form 1099-A (canceled debt) | | | |
| | | Form 1099-A (acquisition or abandonment of secured property) | | | |

(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-INT (interest earned or paid)

....

alien), to provide your correct TIN.

Use Form W-9 only if you are a U.S. person (including a resident

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,

Form W-9 (Rev. 10-2018) Page **2**

By signing the filled-out form, you:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 - 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

- 1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
 - 2. The treaty article addressing the income.
- 3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- 4. The type and amount of income that qualifies for the exemption from tax
- 5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of rmation.