

AGREEMENT FOR DISPATCH SERVICES STATEWIDE EXPRESS, LLC

1. RECITALS.

This agreement made as of the _____ day of _____, 20____ by and between Statewide Express, LLC referred to as Statewide Express, LLC, and _____ of _____, herein referred to as CLIENT, desires to retain Statewide Express, LLC by executing a Limited Power of Attorney for to find and secure freight for and dispatch CLIENT's equipment. CLIENT must prior to the implementation of the agreement furnish to Statewide Express, LLC, the following:

- A signed Limited Power of Attorney form.
- Copy of CLIENTS Authority
- Proof of Insurance Certificate, listing Statewide Express, LLC as a Certificate Holder. Our Address is 16408 Oconee Creek Drive, Edmond, OK 73013. We require One Million in Liability and at least \$100,000.00 in Cargo coverage.
- A signed W-9 form.
- This Agreement form completed and signed.
- A completed Company Profile Sheet.
- Cell phone or contact number and name(s) of main company contact(s).

2. SERVICE PLAN.

Statewide Express, LLC will charge fixed 10% commission off of the gross revenue amount from loads found for _____. Factoring charge is separate.

3. EFFECTIVE DATE AND DURATION

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 or until notice is given by Statewide Express, LLC. CLIENT will by mailing said Revocation Notice to: 16408 Oconee Creek Drive, Edmond, OK 73013 or by faxing said Revocation Notice to: (405)726-8379.

4. STATEMENT OF WORK.

Statewide Express, LLC, will:

- Find freight that best matches profile of CLIENT;
- Will contact CLIENT if necessary with load matches and go over options;
- Upon CLIENT agreeing to take a load, Statewide Express, LLC will fax to shipper/broker the CLIENTS Authority, W-9, proof of insurance, along with any other supporting documentation.

Upon forwarding of the final load information, and mailing all documentation to the CLIENT, the services of Statewide Express, LLC have been duly and fully performed.

5. ADDITIONAL PROVISIONS

- Once a load has been set up for the CLIENT and all pertinent information given, it will be the responsibility of the CLIENT to handle directly with the shipping party any problems, issues, delays, overages, shortages, damages, or billing and collection issues.
- In no event will Statewide Express, LLC 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 and after the contract, all direct and indirect damages resulting from CLIENTS hauling of shipper's freight. This includes, but is not limited to loading problems or issues, delays, overages, shortages, damages, or billing and collection issues and hours of service.
- CLIENT will be responsible for notifying Statewide Express, LLC, of changes to authority, insurance, CLIENT profile or ownership.
- Statewide Express, LLC will work within the established parameters of the CLIENTS company profile.
- Statewide Express, LLC will fax all necessary documentation to the broker/shipper directly.
- Statewide Express, LLC will notify CLIENT if load requires qualification and additional insurance.
- Statewide Express, LLC will furnish CLIENT necessary information for qualification or insurance necessary.

6. DISCLAIMER

STATEWIDE EXPRESS, LLC IS NOT RESPONSIBLE FOR:

1. Billing issues.
2. Load problems of any nature (especially if the weight or size of the load does not match weight or size claimed in the shipper's/broker's paperwork).
3. Advances (All advances will have to be handled directly between CLIENT and shipper/broker).
4. Handling and storage of paperwork (all documents will be sent to CLIENT unless other arrangements have been made).
5. DOT compliance.

7. GOVERNING LAW

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

8. JURISDICTIONS AND VENUE

Statewide Express, LLC and CLIENT hereby consent to and agree to submit to the jurisdiction of the federal and state courts located in Oklahoma City, Oklahoma in connection with any claims or controversies arising out of this agreement.

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

CARRIER: _____

Statewide Express, LLC

Address: _____

Address: _____

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

LIMITED POWER OF ATTORNEY FORM

BE IT KNOW, that _____, with an **MC#**_____ and **DOT#**_____, has made and appointed, and by the presents does make and appoint STATEWIDE EXPRESS, LLC and in particular _____ (it's owner), true and lawful Attorney for _____. True and lawful attorney for it, place and stead, for the following purpose of contracting loads of freight to be hauled by _____, gives and grants STATEWIDE EXPRESS, LLC, full power and authority to do and perform all and every act and thing whatsoever necessary to be done contracting said haul 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 mailed to: STATEWIDE EXPRESS, LLC – 16408 Oconee Creek Dr., Edmond, OK 73013 or faxed to (405)726-8379.

COMPANY NAME: _____

Address: _____

By (Signature): _____ Printed Name: _____

Title: _____ Date: _____

Witness:

By (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 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 consent and permission.

PART I - CARRIER PROFILE INFORMATION SECTION

COMPANY: _____ D/B/A (If any): _____

PHYSICAL ADDRESS: _____ CITY: _____

ST: _____ ZIP: _____

MAILING ADDRESS: _____ CITY: _____

ST: _____ ZIP: _____

MAIN CONTACT: _____ OFFICE PHONE: _____

FAX: _____ CELL: _____

EMERGENCY CONTACT: _____

EMAIL: _____ WEBSITE (If any): _____

DOT #: _____ MC#: _____ SSN/EIN# _____

SCAC CODE: _____ TWIC CERTIFIED: _____ HAZ-MAT CERTIFIED: _____

PART II – EQUIPMENT SELECTION

(If you have more than one truck, please use the multiple truck form)

VAN EQUIPMENT:

48' VAN: _____ 53' VAN: _____ AIR-RIDE: _____ VETNED: _____ ETRACK: _____

LOGISTICS: _____ LOAD BARS: _____ STRAPS: _____ PADS: _____

MAX LOAD WEIGHT: _____ COMMENTS: _____

REEFER EQUIPMENT:

48' VAN: _____ 53' VAN: _____ AIR-RIDE: _____ PALLETS: _____ ETRACK: _____
LOAD

BARs: _____ MAX LOAD WEIGHT: _____

COMMENTS: _____

FLATBED/SPECIALIZED EQUIPMENT:

45' FLAT: _____ 48' FLAT: _____ 53' FLAT: _____ 48' STEP DECK: _____ RGN: _____

IS SO SIZE: _____ RAMPS: _____ LEVELERS: _____ CHAINS: _____ STRAPS: _____

TARPS: _____ SIZES: _____ OVERSIZE: _____ MAX LOAD WIEGHT: _____

COMMENTS: _____

PART III – SERVICE AREAS OF OPERATION: (check all that apply)

United States: ☐ 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

Canada: ☐ AB ☐ BC ☐ MB ☐ ON ☐ QB ☐ SK

Mexico: ☐

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: _____
COSR PER EXTRA STOP: _____ DRIVER TOUCH: (Y/N): _____

PART IV – FACTORING INFORMATION

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 NAME: _____ CONTACT: _____
PHONE: _____ FAX: _____ WEBSITE: _____
BILLING ADDRESS: _____ CITY: _____ ST.: ____ ZIP
CODE: _____

PART V – INSURANCE INFORMATION

INSURANCE COMPANY: _____
CONTACT: _____ PHONE: _____
FAX: _____ EMAIL: _____
ADDRESS: _____
CITY: _____ ST.: _____ ZIP CODE: _____

PHONE: _____ FAX: _____ EMAIL: _____

ADDRESS: _____
CITY: _____ ST.: _____ ZIP CODE: _____

PART VI – OTHER INFORMATION

INTERNET TRUCKSTOP ACCOUNT LOGIN INFORMATION: _____/_____

(Note: per our agreement we require that all our carriers maintain an active BASIC SERVICE INTERNET TRUCKSTOP ACCOUNT. You do NOT need to obtain the credit information, since we already utilize this system. Questions, please contact us).

PLEASE USE THE FOLLOWING SECTION TO BETTER DESCRIBE YOUR COMPANY THAT WE HAVE NOT ALREADY ASKED FOR.

OFFICE USE ONLY:UPDATED ON: ____/____/____

COMMENTS: _____