



**AMERICAN FREIGHT
DISPATCH LLC.**
5316 64th AVE NE
MARYSVILLE, WA, 98270
Phone: 360-728-9888
Fax: (888) 486 - 8281

www.americanfreightdispatchllc.com

FREIGHT DISPATCHER AGENT AGREEMENT

AGENT COMMISSION – All commission checks due are paid at the bi-monthly via Direct Deposit or Company Check to the AGENT’S specified financial institution. Commissions due are only calculated once “ORIGINAL BOL” has been received from the carrier and shipper or freight broker has been invoiced. AGENT will be furnished with a transcript of commissions earned from FREIGHT DISPATCHER comptroller each pay period. This transcript will include load “PRO #” and commissioned earned by agent. It is the agent responsibility to record commissions earned and to report all discrepancies to the accounting department for review.

STANDARD COMMISSION – AGENT earns (%) commission from every load generated from AGENT’S own efforts. AGENT earns (%) commission from every load generated from the efforts of FREIGHT DISPATCHER sales prospecting or lead generation.

EXPENSES / WORK STATION

No travel, living, training, entertainment, or other costs will be billed by or paid to AGENT. AGENT shall provide HIS/HER own tools, equipment, or other materials. Individual work stations are available for AGENTS to utilize at their discretion if they work within FREIGHT DISPATCHER office environment.

AGENT REPRESENTATIONS

Contractor represents that all information provided by it regarding Contractor or its personnel, including, but not limited to, resumes, interviews, and references are true, accurate, and complete; neither Contractor nor its personnel are restricted by any employment or other contractor agreement; Contractor is an entity with a FEDERAL TAX ID NUMBER or SOCIAL SECURITY NUMBER, has FREIGHT DISPATCHER on or about (TODAY’S DATE) a signed IRS FORM W-9 and is validly existing under the LAW OF THE STATE.

AGENT is qualified to do business in all jurisdictions where such qualification is required to perform the services hereunder: AGENT and/or AGENT personnel have never been convicted of, pled no contest, or nolo contendere, to a crime of dishonesty; AGENT and/or AGENT personnel have never stolen or misappropriated any trade secret, proprietary information or other property of a third party.

AGENT makes these representations with the knowledge that FREIGHT DISPATCHER and client will rely on the representations. AGENT and/or AGENT personnel agree to submit to a background check initiated by FREIGHT DISPATCHER and/or its representatives. AGENT makes these representations with the knowledge that FREIGHT DISPATCHER and client will rely on the representations. In addition to any other remedies FREIGHT DISPATCHER may have, it may terminate this agreement in the event of any misstatement or misrepresentation.



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CONFIDENTIAL INFORMATION

This agreement and all technical business information, sales strategies, pricing and competitive data, whether conveyed orally or in writing, shall be maintained as confidential by AGENT and remain the property of FREIGHT DISPATCHER. In addition, AGENT understands FREIGHT DISPATCHER and AGENT must maintain the confidential nature of client information. AGENT agrees that neither AGENT nor anyone under AGENT control or direction will disclose to any third party or use for its own purposes any information it obtains from or learns about FREIGHT DISPATCHER or FREIGHT DISPATCHER client roster while performing services hereunder and which:

- (a) is marked confidential or proprietary or the like,
- (b) is identified as confidential or proprietary or the like; or
- (c) a reasonable person would know is confidential or proprietary.

NON-COMPETE

For good and valuable consideration, the receipt of which is hereby acknowledged, [REDACTED] (AGENT), the undersigned AGENT hereby agrees not to directly or indirectly compete with the business of [REDACTED] (FREIGHT DISPATCHER) and its successors.

The AGENT acknowledges that the FREIGHT DISPATCHER may, in reliance of this agreement, provide the AGENT access to trade secrets, customers and other confidential data and good will. The AGENT agrees to retain said information as confidential and not to use said information on his or her own behalf or disclose same to any third party. The AGENT also agrees to take reasonable security measures to prevent accidental disclosure.

The AGENT shall not own, manage, operate, consult or be employed in a business substantially similar to, or competitive with, the present business of the FREIGHT DISPATCHER or such other business activity in which the FREIGHT DISPATCHER may substantially engage during the term of contract.

This non-compete agreement shall extend for a radius of [REDACTED] miles of the FREIGHT DISPATCHER present location and shall be in full force and effect during the period of contract and for [REDACTED] years following contractor termination, notwithstanding the cause or reason for termination.

This agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns, and personal representatives.



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RELATIONSHIP OF THE PARTIES

The parties to this agreement agree that the relationship created by this agreement is that of FREIGHT DISPATCHER – INDEPENDENT CONTRACTOR and that no employer–employee relationship by or among AGENT, FREIGHT DISPATCHER and/or client is intended by any party.

RISK OF LOSS

AGENT hereby releases FREIGHT DISPATCHER, from any liability relating to representations about the task requirements or to the conditions under which AGENT will be working. AGENT shall be solely responsible and liable for the services it provides hereunder and will not look FREIGHT DISPATCHER or client for any indemnification or sharing of risk in the performance of its duties or the resulting work product.

ENTIRE AGREEMENT

This agreement and any attachments or exhibits hereto represent the entire agreement and understanding of the parties and any modification thereof shall not be effective unless contained in writing and signed by both parties. Any prior agreements have been merged into this agreement. Agreements between FREIGHT DISPATCHER and client shall not modify or amend any terms of this agreement unless signed by both FREIGHT DISPATCHER and AGENT.

SEVERABILITY

Each provision of the agreement shall be considered severable such that if any one provision of clause conflicts with existing or future applicable law, or may not be given full effect because of such law, this shall not affect any other provision of the agreement that can be given effect without the conflicting provision of clause.

RIGHT TO ASSIGN

AGENT is to provide services named in this agreement for who it is responsible, and may not assign its rights under this agreement or any addendum and may not subcontract its obligations hereunder to others.

CONFLICTS

To the extent that there may be any conflict between the terms of this agreement and any addendum that may be given hereto, this agreement shall take precedence.



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COST OF SUITS

If FREIGHT DISPATCHER is successful in recovering damages or obtaining injunctive relief, AGENT agrees to be responsible for paying all of FREIGHT DISPATCHER expenses in seeking such relief, including all costs of bringing suit and all reasonable attorneys' fees.

STATE LAW

This agreement shall be governed by the laws of the (YOUR COUNTY, STATE) and any litigation in connection herewith shall be brought in the state or federal courts of said state. IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

TERMINATION

FREIGHT DISPATCHER or AGENT may terminate Agreement with 10 days' notice.

IDENTITY OF INDEPENDENT AGENT

FULL LEGAL NAME: _____

TYPE OF ENTITY: SOLE PROPRIETOR [____] PARTNERSHIP [____]
CORPORATION [____] OTHER [____]

ADDRESS: _____

CITY, STATE, ZIP: _____, _____ - _____

BUSINESS PHONE: (_____) _____ - _____

BUSINESS FAX; (_____) _____ - _____

EMAIL: _____

SSN# - FEIN# _____

AGENT
SIGNATURE: _____