

This Agreement is made this		between Ico	onic Logistics Services, LLC (COMPANY)	
and	(MC#)whose address is		
collectively referred to as (CLIEN	NT or CARRIER	R) as follows:		

- 1. CLIENT'S General Duties. CLIENT in a good manner will deliver consumer items and freight cargo items for brokers and customers and perform such other transportation and related services as may be necessary to serve customers. Insure safety and compliance during operation.
- 2. COMPANY'S General Duties. COMPANY will assist with all aspects of freight booking process for a CLIENT. COMPANY will act as CLIENT'S non-exclusive representative when dealing with Brokers and complete any necessary documentation on behalf of CLIENT as outlined in Exhibit A.
- 3. Duration. This Agreement shall become effective on the date inserted in the first sentence of this agreement and shall remain in effect for a period of one (1) month. Thereafter, it shall be effective from month to month unless sooner terminated in accordance with paragraph 4.
- 4. Termination. This Agreement may be terminated at any time: (a) by mutual consent; (b) by the insolvency of CLIENT due to non-payment as outlined in Exhibit B; (c) without cause upon either party giving the other (7) days written notice of termination; or (d) with cause upon the breach of this agreement by either of the parties.
- 5. Payment. CLIENT shall pay COMPANY for services provided as outlined in Exhibit B.
- 6. Equipment. CLIENT will provide its own equipment.
- 7. Insurance. CLIENT will carry at its own expense physical damage, bobtail, cargo and liability insurance upon any vehicles or other equipment used by it in carrying out its duties under this agreement.
- 8. Labor and Hold Harmless. CLIENT shall, at its own expense: (a) furnish whatever labor is necessary to provide delivery services to BROKERS AND SHIPPERS, and (b) provide Worker's Compensation and Employer's Liability Insurance if necessary. CLIENT shall also be responsible for payment of wages and social security and withholding taxes for any of its employees. CLIENT shall hold COMPANY harmless from any liability resulting from injury or death of any persons including but not limited to driving, operating, repairing, maintaining, loading or unloading CLIENT'S equipment.
- 9. Safety and Compliance. CLIENT is fully responsible and liable for safety and compliance of the operation. CLIENT shall hold COMPANY harmless from any liability resulting from safety and compliance violations.



- 10. Loss or Damage. CLIENT will be liable for loss or damage to items intended for transport, which are in CLIENT'S possession or under its dominion and control.
- 11. Control and Exclusive Use. In performing services under this agreement, CLIENT will direct the operation of any equipment in all respects and will determine the means of performance including but not limited to such matters as choice of any routes, points of service of equipment, rest stops, and timing and scheduling of customers deliveries. The parties intend to create an independent contractor relationship and not an employer-employee relationship.
- 12. Laws. CLIENT agrees to comply with all federal, state and local laws, rules, and regulations pertaining to its performance under this agreement.
- 13. Disclosure. COMPANY is not a freight broker, but an administrative agent acting as a liaison between licensed motor carrier and licensed freight broker. Agreement between parties is non-exclusive, therefore COMPANY can service other carriers and CLIENT can use other dispatch services!
- 14. Notice. Any written notice required by the terms of this agreement shall be given either by email, personal delivery or by certified mail.
- 15. Invalidity. In the event any provision of the agreement shall be held to be invalid, it shall not affect the validity of the remainder of this agreement.
- 16. Complete Agreement. This agreement contains the entire understanding between the parties and supersedes any prior agreement between the parties concerning the subject matter of this this agreement.

ACCEPTANCE BY CLIENT: I have read, understand, and agree to the terms and conditions listed above.

Ву:		
Signature	Print Name	Date
ACCEPTANCE BY COMPANY:		
Ву:		
Signature	Print Name	Date



EXHIBIT "A" OF DISPATCH SERVICE AGREEMENT

COMPANY'S DESIGNATION:

By signing this Exhibit Client provides written consent to the Company to act on their behalf as Dispatcher (and be listed on Carrier-Broker Agreements as Dispatcher or Manager of Logistics/Operations).

In such capacity Company has the right to perform following duties:

- Contact Brokers on behalf of the Carrier to acquire information on available freight and conditions
- Sign Broker-Carrier agreements on behalf of the Carrier
- Negotiate the rates and sign rate confirmations on behalf of the Carrier
- Set up accounts with leading load boards for purpose of searching and "truck posting" for Carrier
- Conduct communication with Freight Brokers on behalf of the Carrier

ACCEPTANCE BY CLIENT: I have read	, understand, and agree to the terms ar	nd conditions listed above.
Ву:		
Signature	Print Name	Date
ACCEPTANCE BY COMPANY:		
Ву:		
Signature	Print Name	Date



Signature

EXHIBIT "B" OF PARTNERSHIP AGREEMENT

Print Name

Date



CREDIT CARD AUTHORIZATION FORM

PLEASE PRINT OUT AND COMPLETE THIS AUTHORIZATION AND RETURN TO US

All information will remain confidential.

ard holder name:
illing Address:
redit Card Type: Visa MasterCard Discover
redit Card Number:
xpiration Date:
VV Code (last 3 digits located on the back of the credit card):
mount to Charge: as per valid agreement between Cardholder and Iconic Logistics Services, LLC. I authorize onic Logistics Services, LLC to charge the agreed amount listed above to my credit card provided herein. I gree that I will pay for this purchase in accordance with the issuing bank cardholder agreement.
ardholder – Please Print Name, Sign and Date Below:
gn:
rint Name:
ate [.]



LIMITED POWER OF ATTORNEY

BE IT KNOWN, that	with MC#	and
	d appointed, and by these presents does make and appoint	
true and lawful attorney for only:	place and stead, for the following specific and limited p	ourpose
attorney, full power and authority done in and about the specific and might or could be done if personal and confirming all that said attorned	all acts and things necessary to contract loads giving and granting sate do and perform all and every act and thing whatsoever necessary limited premises (set out herein) as fully, to all intents and purpose ly present, with full power of substitution and revocation, hereby ratey shall lawfully do or cause to be done by virtue hereof. This powe until revoked by me in writing and received in mail or email by	y to be es, as atifying r of
Company Name:		
Printed Name:		
	Date	
Witness Signature:		
Printed Name:		



CARRIER PROFILE

CARRIER:	TYPE OF AUTHORITY: CMCTBKR
ADDRESS:	MC NUMBER:DOT
CITY/ST/ZIP:	FEDERAL ID NUMBER:
PHONE:	INTRASTATE AUTHORITY: YES NO NO
WATTS:	TYPE OF COMPANY:
LOCAL:	CORPORATION:
FAX:	PARTNERSHIP:
DISPATCH CONTACT (PHONE & EMAIL): SOLE PROPREITORSHIP	
ACCOUNTING CONTACT (PHONE & EMAIL):	:
	FLATSAIR RIDESBONDED/PIER FGT
DO YOUR TRUCKS CARRY PALLETS? YES	NO DO FLATS HAVE SIDES? YES NO
YOU NEED BACKHAULS FROM (specify state	es):
YOU NEED BACKHAULS TO (specify states):	
ADDITIONAL COMMENTS:	