CARRIER SETUP PACKET

FREIGHT DISPATCHING & CARRIER AGENCY AGREEMENT

A straightforward dispatching partnership, built around your business.

AGREEMENT DETAILS

Effective date

_____

Carrier legal business name / DBA

_____

Carrier business address

_____

_____

USDOT number / MC number

_____

Primary contact name, telephone and email

_____

_____

This agreement is entered into by the Carrier identified above and Top Flight Selections LLC ("Dispatcher"). The parties agree to the terms on the following pages and the completed authorization and fee forms.

OUR DISPATCHING COMMITMENT

We assist the identified Carrier with freight searches, broker communication, rate negotiations, appointment coordination and paperwork, subject to the Carrier's instructions and approval authority.

DISPATCH AGREEMENT

RESPONSIBILITIES & AUTHORIZATION

1 | APPOINTMENT AND SERVICES

Carrier appoints Dispatcher as its non-exclusive dispatch agent for the Carrier's own equipment and operations. Dispatcher may identify freight opportunities, communicate with brokers, negotiate proposed rates, coordinate scheduling and transmit load documents. No load volume, revenue or minimum rate is guaranteed.

2 | CARRIER APPROVAL AND CONTROL

Carrier controls drivers, vehicles, routes, operating authority, safety, insurance, freight acceptance and performance. Dispatcher may accept or sign a rate confirmation only when expressly authorized under the signed Carrier Information & Dispatch Authorization form and within the Carrier's written limits.

3 | REGULATORY BOUNDARIES

Dispatcher acts for the specifically identified motor carrier, not as an independent freight broker. Dispatcher will not accept freight directly from shippers for later allocation among carriers, hold freight out for general resale, or represent that it is the transporting carrier. Each booking must identify the actual Carrier. The parties will follow applicable FMCSA requirements; labels alone do not determine regulatory status.

4 | CARRIER OBLIGATIONS

Carrier must maintain active authority and required insurance, use qualified drivers and suitable equipment, provide accurate availability and documents, perform accepted loads safely and lawfully, and promptly report delays, claims or changes to operating status.

5 | INDEPENDENT BUSINESSES

The parties are independent businesses, not employees, joint venturers or partners. Either party may work with others, provided confidentiality and the specific booking authority in this agreement are respected.

SERVICE & PAYMENT TERMS

CLEAR EXPECTATIONS FOR BOTH PARTIES

6 | DISPATCH FEES

The standard fee is 6% of gross line-haul transportation charges for completed loads booked by Dispatcher. Separately stated fuel surcharges and accessorials are excluded unless the signed Dispatching Fees & Payment Agreement states otherwise. Any TONU or cancellation dispatch fee must be specifically agreed in writing.

7 | INVOICES AND PAYMENT

Freight proceeds are paid directly to Carrier or its authorized factor, never to Dispatcher. Dispatcher invoices Carrier separately. Unless otherwise agreed in writing, dispatch fees are due within three business days after Carrier receives the corresponding freight payment, but no later than 45 days after delivery, except where payment is subject to a documented good-faith broker dispute or insolvency. Carrier must notify Dispatcher of invoice disputes within ten days. Dispatcher may suspend new bookings after five business days' written notice if undisputed fees are more than ten days overdue.

8 | LIABILITY AND INSURANCE

Carrier is responsible for its transportation operations, cargo, equipment, employees, insurance and regulatory compliance. Dispatcher is responsible for its own acts and omissions. Neither party is excused from liability for its own negligence, willful misconduct or breach. Each party will indemnify the other for third-party claims caused by its own negligence, willful misconduct or material breach, to the extent permitted by law.

9 | CONFIDENTIALITY AND ACCESS

Both parties will protect nonpublic pricing, customer, account and operational information and use it only for this relationship. Any access to load boards, broker portals or other accounts must be authorized and comply with platform rules. Access ends when the relationship ends.

10 | ENDING THE AGREEMENT

Either party may end the agreement with seven calendar days' written notice, or immediately for fraud, unlawful conduct, loss of required authority or material breach. Accepted loads must be appropriately transitioned. Earned dispatch fees remain payable after termination.

11 | GENERAL TERMS

Texas law governs this agreement, subject to applicable federal law. Changes must be in writing and accepted by both parties. The signed agreement and attached carrier authorization and fee forms are the entire dispatch arrangement. Electronic signatures and counterparts are permitted.

CARRIER INFORMATION

DISPATCH AUTHORIZATION

Complete these details so we can locate and book freight that fits your operation.

Carrier legal name / DBA

_____

USDOT / MC number and authority status

_____

Main contact / phone / email

_____

_____

After-hours contact / phone

_____

Equipment type(s), dimensions, capacity and special features

_____

_____

Number of trucks / truck identifiers

_____

Home base, preferred lanes and states to avoid

_____

_____

Minimum rate / rate per mile / maximum deadhead

_____

_____

Days available / appointment or cargo restrictions

_____

_____

BOOKING AUTHORIZATION

CARRIER INFORMATION CONTINUED

Approved load boards or broker portals (subject to platform rules)

_____

Person(s) who may approve loads / preferred approval method

_____

_____

SELECT ONE BOOKING OPTION

☐ Dispatcher must obtain Carrier approval before booking every load.

☐ Dispatcher may book without separate approval only within the written limits provided above.

Additional written booking limits or special instructions

_____

_____

_____

AUTHORIZATION ACKNOWLEDGMENT

Carrier confirms that the information above is accurate and authorizes Dispatcher to act only within the selected approval limits. Carrier may update its instructions in writing.

Carrier authorized representative — printed name and title

_____

Carrier signature / date

_____

DISPATCHING FEES

PAYMENT AGREEMENT & SIGNATURES

Carrier legal business name

_____

STANDARD DISPATCH FEE: 6% of gross line-haul charges for completed loads booked by Dispatcher.

Different agreed rate, if any (leave blank to use 6%)

_____

Introductory rate / dates, if any

_____

Additional included accessorials, if any

_____

TONU or cancellation dispatch fee (write “None” if not agreed)

_____

Invoice email and payment method

_____

Other agreed billing terms (write “None” if not agreed)

_____

_____

Payment is due under Section 7 unless different written terms are entered above. Both parties acknowledge the fee arrangement.

Carrier authorized signature / date

_____

Top Flight Selections LLC authorized signature / date

_____

CARRIER DOCUMENT CHECKLIST

SUBMIT WITH YOUR COMPLETED SETUP PACKET

Please provide copies of the following documents before dispatching begins.

☐ Operating authority / MC certificate or authority verification

☐ Certificate of Insurance (COI)

☐ Completed and signed IRS Form W-9

☐ Factoring Notice of Assignment, if applicable

☐ Any required equipment details or broker onboarding documents

WHERE TO SEND YOUR DOCUMENTS

Email: Topflightselections@gmail.com

Phone: (832) 766-4112

Website: www.topflightselections.com

BEFORE YOUR FIRST LOAD

Make sure your authorization, equipment preferences, rate limits and payment information are complete. We will confirm any outstanding setup items before beginning dispatch services.

Legal review note: This template should be reviewed by a Texas transportation attorney before use. Whether an operation requires freight broker authority depends on its actual activities, not the agreement title.