



CHEELLT LOGISTICS, LLC
DISPATCHING SERVICE
404 -939-1097
dispatch@cheelltlogistics.com

Carrier Set-Up Requirements

Welcome to the Dispatching team of CHEELLT LOGISTICS LLC! We are dedicated to establishing and nurturing meaningful relationships with our Fleet Owners and Owner Operators. Our commitment is to deliver exceptional customer service that surpasses the norm, treating you and your truck with the utmost care as if you were part of our family. What distinguishes us from others is our ability to provide your company with unparalleled support while you focus on handling the load.

To enroll in our dispatching services, we kindly request that you complete, sign, and return the following documents via email to dispatch@cheelltlogistics.com

- Dispatch/Carrier Agreement
- Limited Power of Attorney
- Company Profile Sheet
- Truck Operation Form
- Copy of owner operator's CDL and Driver's CDL License
- A list of three established references, if applicable
- Copy of Carrier's Authority (MC)
- Copy of your W-9
- Copy of insurance certificate. (We require \$1,000,000 in Liability and \$100,000 in Cargo)

If you have any questions or concerns regarding the requirements for CHEELLT LOGISTICS Dispatching Services, please feel free to reach out to us at 404-939-1096 or dispatch@cheelltlogistics.com

We would like to thank you for choosing Cheelltlogistics Dispatching Services as your preferred dispatching service provider.

CHEELT LOGISTICS, LLC CARRIER AGREEMENT

1. RECITALS

This agreement is made as of this _____ day of _____ 20__ by and between CHEELLT LOGISTICS LLC. and _____ (Client's Company Name), licensed by the FMCSA as an interstate carrier of property holding authority, MC # _____ and/or DOT# _____, hereinafter referred to as 'Client'. Client desires to retain CHEELLT LOGISTICS LLC. by executing a Limited Power of Attorney form to find and secure freight for Client and dispatch Client's equipment. CHEELLT LOGISTICS LLC. and the Client have, upon due consideration, determined that an agreement to their mutual advantage and best interest has been formed, and thereby agrees to the terms and conditions listed within this agreement. Prior to the implementation of this agreement, Client must furnish CHEELLT LOGISTICS LLC. the following documents:

1. _____ This Carrier Agreement (completed, dated and signed).
2. _____ A signed and dated Limited Power of Attorney form.
3. _____ A completed Company Profile Sheet.
4. _____ Truck Operation Form.
5. _____ Copy of owner operator's CDL and Driver's CDL License
6. _____ A list of three established references, if applicable
7. _____ Copy of Client's Authority (MC Permit).
8. _____ A signed W-9 form.
9. _____ Proof of Insurance Certificates**. **We require at least \$1,000,000 in liability and at least \$100,000 in Cargo Coverage.**

2. RELATIONSHIP

The relationship between the CLIENT and CHEELLTLOGISTICS LLC. shall consistently be regarded as that of independent contractors. CHEELLT LOGISTICS LLC. acts as the authorized agent of the CLIENT, responsible for load search, booking, dispatching, and handling all associated documentation directly with brokers and/or shippers.

3. RATE AGREEMENT

(Please check plan preferred) See "Attachment A" for additional details on Page 5

- 15% Per Load SEMI- Oversize Load/Heavy Hauling
- 10% Pay Per Load SEMI- Power Only
- 10% Pay Per Load SEMI- Dry Van, Reefer, Flat Bed, or Step deck
- 10% HotShot 35 foot-40 foot
- 10% HotShot 24 foot -30 foot
- 10% Box Trucks

INITIALS: _____ / _____

4. TERM

The term of this Agreement shall be effective upon the date signed by both parties to this Agreement and shall continue thereafter for a term of fourteen (14) days of such date, and automatically from week to week thereafter, subject to the right of either party hereto to cancel the Agreement at any time upon not less than seven (7) days written notice by one party to another. **The Client is responsible for sending the revocation notice via mail or email to the following address: CHEELLT LOGISTICS 3379 PeachTree RD NE Suite 655 Atlanta, Georgia 30326 or Email dispatch@cheelltlogistics.com**

5. STATEMENT OF WORK

CHEELLT LOGISTICS LLC aims to create a proactive logistics plan based on the Client's preferred area of operation. This plan takes into account the current market and regional conditions to maximize profit opportunities. The logistics coordinators (dispatchers) at CHEELLT LOGISTICS LLC will search for loads that align with the Client's preferences and communicate these options to the Client or their designated drivers. When the Client agrees to take on a load, CHEELLT LOGISTICS LLC will provide all the necessary documents to the broker or shipper. Once the rate confirmation is received, it will be shared with the Client for their records

CHEELLT LOGISTICS LLC. agrees to:

1. Find freight that best matches the profile for the Client.
2. Contact Client with load matches and go over options.
3. Email to shipper/broker the Client's Authority, W-9, proof of insurance, and order insurance certificates if required, along with any other required supporting documentation upon the Client agreeing to take a load.
4. Provide the driver with all dispatch instructions for pickup, transit and delivery.
5. Assist with any problems that arise in the transit of the load within our capabilities. The Client is responsible for its own equipment. We will put forth our best effort to direct clients to a service that might be of help.
6. Hold on to the dispatch, accessorial information, etc. until the load is completed. Once completed, CHEELLT LOGISTICS LLC. will email all documents to the Client.
7. Forward the final load confirmation and mail all documentation to the Client, concluding that all services have been performed in full.

6. CONSIDERATION

The Client hereby agrees to make payments to CHEELLT LOGISTICS LLC. in accordance with the agreed-upon quotes and terms outlined in Section 3 of this agreement. The designated term rates must be remitted to CHEELLT LOGISTICS LLC. as specified in the agreement. Invoicing will be conducted by CHEELLT LOGISTICS LLC. every Thursday at 6pm, CST. Payments are due weekly on Fridays at 6pm CST. Failure to submit payment by the specified time will result in the non-booking of subsequent loads. Payments received two (2) days after the deadline will incur a late fee of \$150, which must be paid in addition to the original invoice amount. After 30 days, the account may be referred to a collection agency. Invoicing will be sent to the Client via email. Payment can be made to CHEELLT LOGISTICS LLC. through Zelle, Apple Pay, wire transfers, ACH deposits, certified checks, or money orders. Cash App and Venmo payments are not accepted. Upon processing the payment, the Client will receive a confirmation receipt via email, Please note that CashApp, PayPal, or Venmo payments are not accepted

4. ADDITIONAL PROVISIONS

Once a load has been set up for the Client and all 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 collections issues, unless, you have made arrangements for additional services from CHEELLT LOGISTICS LLC.

In no event will CHEELLT LOGISTICS 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.

We do not guarantee a minimum gross amount for trucks under our dispatch service but our weekly goal quota is \$5,000. Each truck, however, is able to gross up more depending on how hard the driver is willing to work.

CHEELLT
LOGISTICS, LLC

INITIALS: /

7. DISCLAIMER

CHEELT LOGISTICS LLC. is NOT responsible for:

1. Billing Issues.
2. Load problems.
3. Advances. (All advances will have to be handled directly between Client and shipper/broker unless requested by Client.)
4. Handling and storage of paperwork. (All documents will be sent to Client unless other arrangements are made)
5. DOT compliance issues.
6. SPIKE INSURANCE.
7. Processing the factoring of any booked loads. This is the sole responsibility of the owner operator or fleet owner unless agreed upon by the Client and CLK ENTERPRISE LLC.

8. GOVERNING LAW

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

7. JURISDICTIONS AND VENUES

CHEELT LOGISTICS LLC and the Client hereby consent to and agree to submit to the jurisdiction of the Federal and state courts located in Atlanta, Georgia in connection with any claims or controversies arising out of the Agreement. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as the date written.

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

(Print Company Name)

(Print Company Name)

(Signature of Company Officer)

(Signature of Dispatching Representative)

(Print Company Officer's Name)

(Print Representative Name)

(Company Officer's Title)

(Company Officer's Title)

INITIALS: _____ / _____

ATTACHMENT "A"

This attachment pertains to the selected level of service noted on Page 1 Section 3 of this agreement for _____ (Client), and will remain in effect until either Client requests to have a change in service, wishes to terminate this Service Agreement, or Client is canceled by **CHEELT LOGISTICS LLC**. for cause.

Percentage Rate Agreement: This plan is detailed as a percentage of gross revenue rate plan, which is for services provided. This plan includes all services listed on Page 2 Section 5 line items 1 – 7 of this agreement. The cost of this plan is the percentage chosen of the gross revenue (excluding accessorials) per truck enrolled with **CHEELT LOGISTICS LLC**. Invoices will be sent out weekly. Payment for this plan is to be made in full within **1** day of the invoice date.

DEDICATED LANES: All dedicated lanes obtained by **CHEELT LOGISTICS LLC**. are subject to the flat rate of 10% for the duration of the length of this contract between **CHEELT LOGISTICS LLC**. and the Client.

NON-SOLICITATION: Client agrees not to solicit traffic from any shipper, consignor or customer of **CHEELT LOGISTICS LLC** dispatch services where the carrier transports loads, or is made aware of such traffic, as a result of **CHEELT LOGISTICS LLC** dispatching efforts. It is further agreed that this non-solicitation provision shall be in force and effect during the term of this AGREEMENT and for a period of one (1) year from the date the termination of this AGREEMENT for any reason. In the event of non-compliance with the specific provisions of this paragraph, CLIENT upon discovery of breach, will be liable to **CHEELT LOGISTICS LLC**.one hundred percent (100%) of the gross transportation revenue received by CARRIER from said shipper(s) within one (1) year after the date of termination of this agreement.

CARRIER _____ DATE _____

INITIALS: _____ / _____

Limited Power of Attorney Form

This Limited Power of Attorney Agreement is made effective on _____ (date) between **CHEELT LOGISTICS LLC.**, a company established under the laws of the State of Georgia and hereinafter referred to as DISPATCH, and _____, with a MC # _____ and/or DOT number of _____, which is hereinafter referred to as Client. Client hereby appoints DISPATCH as Attorney-in-fact (Agent). DISPATCH's agents shall have full power and authority to act on Client's behalf. This power and authority shall authorize DISPATCH to manage and conduct affairs and to exercise all rights and powers for the specific purpose of contracting loads of freight to be hauled by _____. Client is giving and granting said dispatcher of **CHEELT LOGISTICS LLC.** full power and authority to do and perform every and all act that is necessary within the scope of the specific terms (set out herein). **CHEELT LOGISTICS LLC** powers shall include, but not be limited to the power to:

- Providing professional dispatch services, including the power to contact drivers, shippers, and brokers on Client's behalf for cargo
- Transferring paperwork such as carrier packets, rate confirmations, insurance certificates, invoices, and all other necessary paperwork to shippers and brokers
- Signing and executing rate confirmations and other documents for freight This power of attorney shall be construed broadly as a General Power of Attorney. The listing of specific powers is not intended to limit or restrict the general powers granted in this Power of Attorney in any manner.

This Power of Attorney shall become effective immediately and shall remain in full force until revoked by Client in writing. Client understands that such revocation is to be sent in writing, by emailing dispatch@cheelltlogistics.com. Client understands that should a written revocation be sent to dispatch@cheelltlogistics.com that a confirmation/receipt of the email will be sent to Client.

In witness whereof, the parties hereto have executed this agreement on the date below.

CLIENT'S NAME: _____, LLC

Signature: _____

Printed Name: _____

Title: _____

Date: _____

DISPATCH: CHEELT LOGISTICS LLC.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

INITIALS: _____ / _____

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 should 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 permission.

PART 1: CARRIER INFORMATION SECTION

COMPANY NAME: _____

DBA(If Any):

PHYSICAL ADDRESS _____ CITY _____
STATE _____ ZIP _____ MAILING ADDRESS _____ CITY _____

STATE _____ ZIP _____

MAIN CONTACT _____

E-MAIL _____

OFFICE PHONE _____

FAX _____

CELL PHONE _____

EMERGENCY CONTACT _____

EMERGENCY PHONE _____

MC NUMBER _____

DOT NUMBER _____

EIN _____

SCAC CODE _____

TWIC CERTIFIED _____

HAZMAT CERTIFIED _____

PART 2: EQUIPMENT SECTION

NUMBER OF TRUCKS: _____ COMPANY: _____

OWNER OPERATORS:

NUMBER OF TEAMS:

NUMBER OF TRAILERS: VAN: _____ REEFERS: _____ FLATBED: _____ RGN: _____

STEP DECK: _____ DD: _____

OTHER TYPES:

TRAILER SIZES: VAN: _____ REEFER: _____ FLATBED: _____ RGN: _____ STEP
DECK: _____ DD: _____

DETAILED DESCRIPTION OF EQUIPMENT (I.E. PALLETS, TARPS, OVERSIZE AND WEIGHT LIMITS):

PART 3: SERVICE AREAS OF OPERATION (Check all that apply)

United States: All 48 states (USA)

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 (list provinces) _____ 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.

IDEAL RATE PER MILE: \$ _____

IDEAL WEEKLY GROSS MINIMUM \$ _____

DRIVER TOUCH (Y/N): _____

COMMENTS/ADDITIONAL PREFERENCES: _____

PART 4: FACTORING INFORMATION SECTION 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 _____
MAIN CONTACT _____
PHONE _____ FAX _____ WEBSITE _____

____ ADDRESS _____ CITY
____ STATE _____ ZIP _____

PART 5: INSURANCE INFORMATION SECTION

INSURANCE AGENCY _____
CONTACT _____ PHONE _____ FAX _____
_____ EMAIL _____ ADDRESS _____
_____ CITY _____ STATE _____
_____ ZIP _____

PART 6: REFERRAL'S (OPTIONAL)

Please refer up to three (3) owner operators who you believe might benefit from our service.

Name: _____ Cell: _____

Name: _____ Cell: _____

Name: _____ Cell: _____

PLEASE USE THE FOLLOWING SECTION TO BETTER DESCRIBE YOUR COMPANY.

INITIALS: _____ / _____

TRUCK OPERATION FORM

Truck #	Trailer #	Trailer Type	Max Weight	Driver	Cell Phone

Does the assigned driver have the right to make load decisions for you? _____

Does the driver need to have a copy of the load confirmation? _____

Please keep a blank copy of this form and email updates to us when they occur so that we always have the most current information on hand.

Thank you.