

# ***KAMKAI DISPATCHING, LLC Driver Agreement***

## ***Welcome To The Team!***

We are so glad you have decided to utilize the Dispatch Program of Kamkai Dispatching, LLC. We have a sincere heart to help your business grow and prosper.

The owner operator is the backbone of the trucking industry. It is your hard work and dedication that ships so much of America's freight on a daily basis. You should be represented and assisted by a team that understands and works with your best interest in mind at all times.

Shippers have brokers looking out for them, now you have a company that will be your eyes and ears on every load. You have the support you need to grow and prosper in this industry! We thank you for using our services and we know that you will not regret it. All we ask for is open and honest communication.

We pride ourselves on our ability to work with direct shippers and truly build relationships in this industry. We are in this for the long haul, no short steps, no short cuts just healthy growth. If this sounds like a team you want to be a part of, complete the package and welcome aboard!

*Dedra C. Thomas*

Kamkai Dispatching, LLC

P.O. Box 2860

Angleton, Texas 77516

(800) 251-8060

[kamkai.dispatching@gmail.com](mailto:kamkai.dispatching@gmail.com)

[www.kamkaidispatchingllc.com](http://www.kamkaidispatchingllc.com)

\*\*\*Please note if you do not have a virtual address or PO Box, you can delete the address line. It's best not to use your home address\*\*\*

## Agreement for Transportation Dispatching Services

### 1. RECITTLES

This agreement made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between **Kamkai Dispatching, LLC** and \_\_\_\_\_, hereinafter referred to as Client, desires to retain **Kamkai Dispatching, LLC** by executing a limited Power of Attorney form to find and secure Transportation Mode for Client . Client must furnish **Kamkai Dispatching, LLC** with the following documents prior to the implementation of this agreement:

- A signed Limited Power of Attorney form
- A signed W-9 form
- Copy of Carrier's Authority
- Proof of Insurance Certificate
- This Agreement form completed, dated, and signed

### 2. EFFECTIVE DATE

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.

### 3. STATEMENT OF THE WORK

**Kamkai Dispatching, LLC** will:

- Find freight that best matches the profile of the Carrier.
- Upon the Carrier agreeing to the load, **Kamkai Dispatching, LLC** will fax/email to broker/shipper the Carriers MC Authority, W-9, proof of insurance along with any other required supporting documentation.
- Handle the setting of all required appointments.
- Prepare directions to shipper/consignee, if necessary.
- Assist with any problems that arise in the transit of the load when necessary, within our capabilities. Carrier is responsible for own equipment; we can direct you to a service that may be helpful
- All load information is always available to the Carrier.

### 4. Consideration

**The Carrier agrees to pay **Kamkai Dispatching, LLC** 8% of each booked load and 10% for each booked load for box trucks.** All payments are due once a load has delivered, no exceptions. Payments are made via PayPal <https://paypal.me/@Kamkai18> or via your factoring company. If payments are not made on time, there will be no loads moved until arrangements are made or payment is received. NO Exceptions. **\*\*Please note our preferred method of payment is through your factoring company\*\***

Initials \_\_\_\_\_

5. Additional Provisions

Once a load has been set up for the Client and all information given, Kamkai Dispatching, LLC will represent the Client in handling any problems, issues, delays, overages, shortages, and damages if any should occur. Kamkai Dispatching, LLC has no liability for any of these things that occur but will act as a company representative in getting things resolved between carrier and client.

- In no event will Kamkai Dispatcher, LLC be liable for any incidental, consequential or indirect damages for the loss of profits, or business interruption arising out the use of the service.
- Client agrees to hold harmless, before, during, and after the contract, all direct or indirect damages resulting from client hauling of shipper’s freight. This includes, but is not limited to loading problems or issues, delays, overages, shortages, damages, billing or collection issues, and hours of services.
- Kamkai Dispatching, LLC will work within the established parameters of the Client’s Company Profile.
- Kamkai Dispatching, LLC will notify Client of load’s required qualifications or additional insurance.

6. DISCLAIMER – Kamkai Dispatching, LLC is not responsible for:

- Billing issues
- Load problems of any nature
- DOT compliance issues

7. Governing Law - This agreement is governed by and constructed in accordance with the laws of the state of Texas, without giving effects to any choice of law or conflict of laws, provisions, or rules (whether of the state of Texas or any other jurisdiction governed by laws) that would cause the application of the laws of any jurisdiction other than those of the state of Texas.

8. JURISDICTIONS AND VENU

Kamkai Dispatching, LLC and the Carrier hereby consent to and agree to submit to the Jurisdiction of the Federal and state courts located in Angleton, Texas 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.

Client: \_\_\_\_\_

Client: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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 permission.

**PART 1: CARRIER INFORMATION SECTION**

COMPANY: \_\_\_\_\_ D/B/A (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 /SS: \_\_\_\_\_

TWIC CERTIFIED: \_\_\_\_\_ HAZMAT CERTIFIED: \_\_\_\_\_

**PART 2: EQUIPMENT SECTION**

NUMBER OF TRUCKS: \_\_\_\_\_ NUMBER OF TEAMS: \_\_\_\_\_

NUMBER OF TRAILERS: VAN: \_\_\_\_\_ REEFERS: \_\_\_\_\_ FLATBED: \_\_\_\_\_

TRAILER SIZES: VAN: \_\_\_\_\_ REEFER: \_\_\_\_\_ FLATBED: \_\_\_\_\_ TARPS Y/N

Truck# \_\_\_\_\_ Trailer# \_\_\_\_\_ E-track Y/N Pallet Jack Y/N Lift gate Y/N

Are you ELD compliant? Y/N – If yes, what service do you use?

**One of the most important parts of our services for many of our customers is keeping their trucks rolling. To better understand your needs please complete the service areas of operation on the following page. We can only be as accurate as the information you provide.**

**PART 3: 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: \_\_\_\_\_ Email: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

**\*\*We will need a Notice of Assignment from your factoring company\*\***

**PART 5: INSURANCE INFORMATION SECTION**

INSURANCE AGENCY: \_\_\_\_\_ CONTACT: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PLEASE USE THE FOLLOWING SECTION TO PROVIDE ANY ADDITIONAL INFORMATION AND DESCRIPTION OF YOUR COMPANY.

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Office Use Only: Updated on \_\_\_/\_\_\_/\_\_\_ Comments: \_\_\_\_\_

**Limited Power of Attorney Form**

BE IT KNOWN, that \_\_\_\_\_ with an MC or DOT number of \_\_\_\_\_, has made and appointed, and by these presents does make and appoint Kamkai Dispatching, LLC true and lawful representative for \_\_\_\_\_, place and stead, for the limited and specific purpose of contracting loads of freight to be hauled by \_\_\_\_\_, giving and granting said **Kamkai Dispatching**, LLC, full power and authority to do and perform all and every act and thing whatsoever necessary to be done in and about the specific and limited terms (set out herein) 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 representative 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: **Kamkai Dispatching, LLC P.O. Box 2860, Angleton, Texas 77516**

COMPANY NAME: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Authorize Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_