



Dispatcher + Carrier Agreement

This Agreement is made this _____ day of _____, Date: _____ by and between Xandria Xpress Inc., {DISPATCHER}, and _____ by and, hereinafter referred to as CARRIER. WHEREAS, DISPATCHER is a transportation dispatcher handling the necessary paperwork between a SHIPPERS and CARRIER in order to secure "CARGO" for said CARRIER.

DOCUMENTS

CARRIER must furnish DISPATCH with the following documents prior to the implementation of this agreement, either via email at xandriaxpress@gmail.com

- _____ Dispatch Carrier Agreement
- _____ Carrier Profile form
- _____ Copy of Client's Authority (MC Permit)
- _____ Credit Card Authorization Form
- _____ Signed W-9 form
- _____ Limited Power of Attorney form
- _____ Certificate of Insurance

OBLIGATIONS OF DISPATCHER

DISPATCHER agrees to handle paperwork, phone; fax calls to, from the BROKER or SHIPPER to tender commodities shipments to CARRIER for transportation in interstate commerce by CARRIER between points and places within the scope of CARRIER'S operating authority.

DISPATCHER bears no financial or legal responsibility in the transaction between the SHIPPERS, CARRIER agreement.

DISPATCHER will:

Make 100% effort to keep truck(s) loaded.

CARRIER will be contacted about EVERY load we find to offer, and the driver will ACCEPT or REJECT the load.

Invoice the CARRIER at time of service; also provide a copy of each Load Confirmation Sheet CARRIER is being billed for.

COMPENSATION OF CARRIER

The fee for carrier dispatching services will be \$300.00 per week. Payments must be paid weekly and by per truck dispatched. A Dispatching Service fee will only be charged when truck(s) is dispatched on any load within a Monday through Sunday billing period.

After the first week, you will be invoiced once weekly, which the invoice will be sent out Friday, for all your weekly loads, and due Sunday.

SHIPPER agrees to pay CARRIER promptly, following receipt of a freight bill and proof of delivery of each shipment to its assigned destination, free of damage or shortage. The amount to be paid by SHIPPER to CARRIER shall be established between parties on a per shipment basis prior to commencement of each individual shipment. A load confirmation including details of shipment and revenue to be paid will be supplied via FAX or EMAIL by SHIPPER to CARRIER. Confirmation will be signed by DISPATCHER and returned via FAX or EMAIL to SHIPPER.

Payments are due to the DISPATCHER for services rendered and payments that are due to the DISPATCHER for services rendered are not contingent on outstanding company payments due to the CARRIER for loads that he/she has hauled for the SHIPPER OR BROKER. Failure to pay the DISPATCHER for services rendered will result in termination of contract and services immediately unless otherwise determined by the DISPATCHER.

IF PAID BY DEBIT CARD

The amount due to DISPATCH, will be automatically deducted from a Debit/Credit Card provided by CARRIER on this agreement. By the end of the business day of receiving the load confirmation from brokers/shippers, DISPATCH will charge the Debit/Credit Card on file for the agreed service rendered. In case that the load gets cancelled by broker/shipper for any reason, CARRIER will receive a credit for the amount of the load in question for future loads. However, if the load gets canceled by CARRIER for any reason, (i.e. breakdown, etc.) CARRIER will not receive credit for the load in question. On the other hand, CARRIER will be compensated directly from other brokers/shippers handling the load, or from a factoring company chosen by CARRIER.

ADDITIONAL PROVISIONS In the case of insufficient funds or credit card decline, there is a built in grace period of 7 days after the due date, before the account is subject to suspension. In which case, the account must be paid current and is subject to a reinstatement fee of \$100.

OBLIGATIONS OF CARRIER

CARRIER gives DISPATCHER authority to provide his/her signature for rate confirmation sheets, invoices and associated paperwork necessary for securing cargo and billing purposes. The terms of this agreement shall be perpetual, provided that either party may terminate same by giving 30 days written notice to the other.

CARRIER 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.

CARRIER will provide its own equipment.

CARRIER 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.

CARRIER 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. CARRIER shall also be responsible for payment of wages and social security and withholding taxes for any of its employees. CARRIER 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 CARRIER'S equipment.

CARRIER is fully responsible and liable for safety and compliance of the operation. CARRIER shall hold COMPANY harmless from any liability resulting from safety and compliance violations.

CARRIER will be liable for loss or damage to items intended for transport, which are in CARRIER'S possession or under its dominion and control.

CARRIER agrees to comply with all federal, state and local laws, rules, and regulations pertaining to its performance under this agreement.

Any written notice required by the terms of this agreement shall be given either by email,

personal delivery or by certified mail.

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.

This agreement contains the entire understanding between the parties and supersedes any prior agreement the parties concerning the subject matter of this agreement.

Once a load has been set up for the Carrier and all information given, it will be the responsibility of the Carrier 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 Xaddria Xpress Inc .

In no event will Xaddria Xpress Inc 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.

CARRIER agrees that it will not solicit traffic from any shipper, consignor, or customer of DISPATCH where the CARRIER transports loads, or is made aware of such traffic, as a result of DISPATCH's 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 of the termination of this AGREEMENT for any reason. In the event of non-compliance with the specific provisions of this paragraph, CARRIER upon discovery of breach, be liable to DISPATCH for 100 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.

BILLS OF LADING Each shipment will be evidenced by a bill of lading issued by other brokers/shippers. Such bills of lading or receipts or invoices are however, for the sole purpose of evidencing receipt for the goods.

DRIVERS CARRIER agrees to provide properly qualified, trained and licensed drivers and other personnel to perform the transportation and related services under this Agreement and each transportation schedule in a safe, efficient and economical manner. CARRIER's personnel are expected to conduct themselves in a professional manner at all times, and shall ascertain and comply with all of Customer's facility rules and regulations while on Customer's premises.

FREIGHT LOSS, DAMAGE OR DELAY CARRIER shall have the sole and exclusive care, custody and control of the shipper's property from the time it is picked up for transportation, until it is delivered to the destination. CARRIER assumes the liability of a common carrier for loss, delay, damage to or destruction of any and all of shipper's goods or property while under CARRIER's care. Payments by CARRIER to DISPATCH or its customer, pursuant to the provisions of this section, shall be made within thirty (30) days following receipt by CARRIER of DISPATCH's or customer's invoice and supporting documentation for the claim.

SUB-CONTRACT PROHIBITION CARRIER specifically agrees that all freight tendered to it by DISPATCH shall be transported on equipment operated only under the authority of CARRIER, and that CARRIER shall not in any manner sub-contract, broker, or in any other form arrange for the freight to be transported by a third party without the prior written consent of DISPATCH.

INDEMNIFICATION CARRIER agrees to indemnify, defend and hold DISPATCH and its customer (including their officers, directors, employees, subcontractors and agents) harmless from and against any and all

liabilities, damage, fines, penalties, costs, claims, demands and expenses of whatever type or nature. CARRIER shall be responsible for and agrees to indemnify DISPATCH for any and all personal injury, property damage, loss, claim, injury, obligation or liability arising from CARRIER's actions, behavior or transportation pursuant to this agreement.

This agreement contains the entire understanding between the parties and supersedes any prior agreement the parties concerning the subject matter of this agreement.

OBLIGATIONS OF CARRIER LOADING PROCEDURES

Commercial vehicles must be loaded in such a manner as to prevent its cargo from leaking, spilling, blowing or falling from the vehicle. The cargo must be immobilized or secured to prevent shifting to the extent that the vehicle's stability or maneuverability is affected. All vehicle structures, systems, parts and components used to secure cargo must be in proper working order with no damaged or weakened components that will adversely affect their performance. Cargo must be firmly immobilized or secured on or within a vehicle by structures of adequate strength, dunnage or dunnage bags, shoring bars, tie downs or a combination of these. Articles of cargo that are likely to roll must be restrained by chocks, wedges, a cradle or equivalent means to prevent rolling. Federal regulations provide for specific means of securing logs, building products, metal coils, paper rolls, concrete pipes, intermodal containers, automobiles, heavy equipment, crushed vehicles, and boulders.

OBLIGATIONS OF CARRIER RESPONSIBILITIES FOR PROPER LOADING

A driver cannot operate a commercial vehicle unless (1) the cargo is properly distributed and adequately secured, (2) the means of fastening the cargo is secured, and (3) the cargo does not obscure the driver's view or interfere with the movement of his arms or legs. A driver must assure himself that the load is adequately secured before he drives the vehicle and must examine the cargo and its load-securing devices within the first 50 miles after beginning a trip and adjust the load-securing devices as needed. The load inspection procedures do not apply to a sealed trailer when the driver has been ordered not to open it or to a trailer that has been loaded in a manner that makes inspection of the cargo impracticable.

If a member of the public is injured because of improperly loaded cargo, both the shipper who loaded the cargo and the carrier may be held liable for the injury. A shipper that assumes responsibility for loading the vehicle can be held liable for improperly securing a load under a common law theory of negligence, and federal regulations will provide evidence of the proper standard of care to be utilized by the shipper in loading the vehicle. When the driver himself is injured in an accident, the shipper cannot be held liable for the improper loading of the vehicle unless the loading defects are latent and concealed and cannot be discerned by ordinary observation by the agents of the carrier. In determining if the defect in loading is patent and should have been discovered by the driver, a court will take into consideration the experience of the driver and whether the driver is given assurances by the shipper's employees that there is no defect in the loading of the cargo. A motor carrier cannot be held liable for improperly loading a sealed trailer since the driver does not have the opportunity to inspect the load. When a person is injured during the loading or unloading process at the shipper or consignee's facility, the trucking

company's liability will be determined according to the rules applicable to the facility owner, and the company will be subject to the same liability or freedom from liability as the owner.

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

BY: Blessings Chibuzu
Cell: (470) 237-6587
Email: xandriaxpress@gmail.com

www. xandriaxpress.com

TITLE: Dispatcher/CEO

By my signature below, I certify the information I provided on and in connection with this form is true and correct to the best of my knowledge.

Blessings Chibuzu
Dispatcher

TITLE: Carrier

Signature: _____

DATE:

POWER OF ATTORNEY

Company Name _____

MC# _____

Address _____

City _____

State _____

Zip _____

Phone () _____

Fax () _____

Email Address _____

I, _____, hereby appoint 1202 Spring Creek Ln O Fallon, MO 63368, as my Attorney-in-Fact ("Agent").

Xaddria Xpress Inc agents shall have full power and authority to act on my behalf. This power and authority shall authorize Xaddria Xpress Inc to manage and conduct affairs and to exercise all of my legal rights and powers, including all rights and powers that I may acquire in the future. Xaddria Xpress Inc powers shall include, but not be limited to, the power to:

Contact shippers and brokers on my behalf for cargo.

Transfer of Paperwork (Carrier Packet, Rate Confirmations, Insurance Certificates, Invoices and all necessary paperwork) to shippers. Sign and Execute Rate Confirmations for freight on my behalf. 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. Xaddria Xpress Inc shall not be liable for any loss that results from a judgment error that was made in good faith. However, Xaddria Xpress Inc shall be liable for willful misconduct or the failure to act in good faith while acting under the authority of this Power of Attorney.

I authorize my Agent to indemnify and hold harmless any third party who accepts and acts under this document. Xaddria Xpress Inc shall be entitled to reasonable compensation for any services provided as my Agent. Xaddria Xpress Inc shall be entitled to reimbursement of all reasonable expenses incurred in connection with this Power of Attorney. Xaddria Xpress Inc shall provide an accounting for all acts performed as my Agent, if I so request or if such a request is made by any authorized personal representative or fiduciary acting on my behalf. This Power of Attorney shall become effective immediately and shall not be affected by my disability or lack of mental competence, except as may be provided otherwise by an applicable state statute. This is a Durable Power of Attorney. This Power of Attorney shall continue effective for (24 Months). This Power of Attorney may be revoked by me at any time by providing (30 Days) written notice to my Agent.

Date: _____

Signature

Printed Name

CARRIER/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 anytime by notifying us. This information is for our use only and will not be released to any third party without your express written permission.

PART1: CARRIER PROFILE INFORMATION SECTION:

COMPANY: _____ D/B/A (If Any): _____

PHYSICAL ADDRESS: MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

MAIN CONTACT: _____ OFFICE PHONE: _____ FAX: _____

CELL: _____ EMERGENCY CONTACT: _____ PHONE: _____

EMAIL ADDRESS: _____

WEBSITE IF ANY: _____

DOT#: _____ MC#: _____ SSN/EIN#: _____ SCACCODE: _____

TWIG CERTIFIED: _____ HAZ MAT CERTIFIED: _____

PART2: EQUIPMENT SECTION:

(for more than one truck use the multiple truck form)

VAN EQUIPMENT:

48' VAN: _ 53' VAN : _ AIRRIDE: _ VENTED: _ E-TRACK:

LOGISTICS: _ LOAD BARS: ___ STRAPS: _ DECKING PLANKS: ___

PADS: ___ MAX LOAD WEIGHT: _____

SEMI-TRAILER END DUMP TRUCK _____

SEMI-TRAILER BOTTOM DUMP TRUCK _____

SEMI-TRAILER SIDE DUMP TRUCK _____

SEMI-TRAILER BELT _____

SEMI-TRAILER AG HOPPER _____

COMMENTS: _____

Carrier Profile

REEFER EQUIPMENT:

48' REF: ____ 53' REF: ____ AIRRIDE: ____ PALLETS: ____ ETRACK:

LOAD BARS: DECKING PLANKS: _____

FLATBED/SPECIALIZED EQUIPMENT:

45' FLAT: ____ 48' FT: ____ 53' FLAT: ____ 48' STEP DECK: ____ 53'

STEP DECK: 102' STEP DECK: RGN: IF SO SIZE: _ _ _ _ _

RAMPS: LEVELERS: CHAINS: STRAPS:

TARPS: _ SIDES: _ OVERSIZE:

Conestoga flatbed and Conestoga stepdeck, stretchable RGN _____

Specify what types of tarps?

Lumber ____ Steel ____ Machinery ____ Coil ____ Mesh _____

Supplies list that applies to flatbeds/
specialized:

Straps ____ Tarps ____ Levelers ____ Chains ____ Auto hauling straps _____

Towing chains & hooks ____ Corner and edge protectors _____

Binders ____ Winch straps ____ Ratchet straps ____ Dunnage _____

Coil racks ____ Ramps ____ Oversized _____

Truck LEDs warning lights ____ Flags ____ Bungees _____

Specify number of axles _____

Airride Yes No

MAX LOAD WEIGHT:

COMMENTS:

PART3: SERVICE AREAS OF OPERATION:

(Check all that apply)

United States: All 48 States

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: AB BC MB ON QB SK

Mexico:

Rate of Haul Information:

Please give us you minimum rate information. We understand that many factors will change this information. But this will give us a starting point.

MINIMUM RATE PER MILE: _____ MAX PICKS: _____

MAX DROPS: _____

COST PER EXTRA STOP: _____

DRIVERTOUCH: _____ (Y/N):COMMENTS: _____

Carrier Profile

PART4: FACTORING INFORMATION:

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 NAME: _____

CONTACT: _____

PHONE: _____

FAX: _____

WEBSITE: _____

BILLING ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE _____

PARTS: INSURANCE INFORMATION:

Please note: We do require our carriers to maintain a minimum of \$1 Million in liability and \$100,000.00 in Cargo insurance.

INSURANCE COMPANY: _____

CONTACT: _____

PHONE: _____ FAX: _____ EMAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PART 6: OTHER INFORMATION:

PLEASE USE THE FOLLOWING SECTION TO BETTER DESCRIBE YOUR COMPANY THAT WE HAVE NOT ALREADY ASKED FOR.

Office Use Only: Updated On: __/__/____

Comments: _____

