



Essential Enterprise

WELCOME to **Essential Enterprise LLC!** We are happy that you have decided to use us as your dispatching service provider!

With us as YOUR logistics company, this will become a partnership where we are here to help and serve you. We will not do anything without your express permission or say so. We understand how important your business is and that you are trusting us to better you financially. We are up for the task!

If after reading through the Carrier Agreement you feel that we are not the logistics company for you, there are no hard feelings. Just reach out to us letting us know. Otherwise, fill out the **Essential Enterprise LLC** Carrier Packet and send back the required documents listed below. We are here for you and if at anytime you are confused, unsure, and/or have any questions you can contact us via phone at 860-516-115 and/or email at info@essentialent.com.

Again, we are pleased that you have decided to grant us the permission to act as your dispatching service provider representing your company. You have made a wise decision; we will represent you with integrity, professionalism and pride in all that we do!

CARRIER SET-UP REQUIREMENTS

REQUIRED DOCUMENTS:

- Copy of Client's Carrier Authority (MC Permit) and/or DOT #
- Copy of Owner Operator's and Driver's Driver License
- Copy of Signed W-9 Form
- Copy of Insurance Certificate
 - We require \$100,000 in Cargo and \$1,000,000 in Liability
- Copy of CARB Compliance Certificates (if applicable)
- Internet Load Board and Account Access (if applicable)

YOU ELECTRONICALLY SIGN:

- Client Agreement
 - Agreement for Dispatch Service
 - Limited Power of Attorney
- Company Profile
 - Dispatch Client Profile
- Credit Card Payment Authorization

THANK YOU FOR CHOOSING ESSENTIAL ENTERPRISE LLC

This AGREEMENT made as of this _____ day, month of _____, 20____ by and between **Essential Enterprise LLC** hereafter referred to as **EE**, and Motor Carrier _____, license by the FMCSA as an interstate carrier of property holding authority, MC # _____, and/or DOT # _____. **EE** and the CARRIER have, upon due consideration determined that a contract agreement to their mutual advantage and best interest, they hereby agree to the following terms and conditions.

DOCUMENTS

Prior to the implementation of this agreement, Carrier must furnish to **EE** the following documents:

1. **This AGREEMENT form completed, dated, and signed**
2. **Copy of Client's Authority (MC Permit) and/or DOT #**
3. **Completed IRS Form W-9**
4. **Copy of Owner Operator's and Driver's Driver License**
5. **A signed Limited Power of Attorney form**
6. **Completed Carrier Company Profile Sheet**
7. **Internet Load Board and Account Access (if applicable)**
8. **Proof of Insurance Certificates ****

** **Essential Enterprise LLC** requires at least \$1,000,000 liability insurance and at least \$100,000 cargo coverage.

** Power only carries must also have \$40,000 non-owned trailer or interchange insurance.

RELATIONSHIP

The relationship of CARRIER to **EE** shall, at all times, be that of an independent contractor. **EE** agrees to solicit and offer freight transportation shipments for **EE** from and to such locations between service may be required, subject to the availability of suitable equipment. **EE shall be the agent** for CARRIER for searching for loads, booking them, dispatching, and handle all paperwork directly with the broker and/or shipper.

TERM

The term of this AGREEMENT shall be effective as of the date hereof, and shall continue thereafter for a term of seven (7) 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 certified mail of one (1) party to another.

DISPATCH SERVICE METHOD

EE objective is to design a pro-active logistic plan a week in advance, based on CARRIER's territory preference. The plan is influenced by the current situation on the market and/or region, in order to take advantage of the most profitable loads. **EE** logistics coordinators (dispatchers) will find loads that best matches CARRIER's preference and communicate such options with CARRIER and/or it's driver. Once CARRIER agrees to accept the load, **EE** will send all necessary and required supporting documents to broker/shipper. Once the load confirmation is received, it is forwarded to CARRIER, for it's records. **EE** agrees to "assist" CARRIER with paperwork.

RATE PLAN

Please check **ONLY ONE**

- PERCENTAGE PLAN**
EE service for a flat fee of 10% of the load confirmation
- ADMINISTRATIVE SUPPORT PLAN**
For a flat fee of \$25 per load

COMPENSATION

The amount due to **EE**, will be automatically deducted (**Automatic Payment**) from a Debit/Credit Card provided by CARRIER on this AGREEMENT, by the end of business day Friday of the same week. **EE** will charge the Debit/Credit Card on file for the agreed service rendered. If the CARRIER chooses to be invoiced then CARRIER agrees to **None Automatic Payment** and agrees to pay the invoice within four (4) hours. The invoice can be paid via Zelle, Cash App, Debit/Credit Card. CARRIER will be compensated directly from other brokers/shippers handling the load, or from a factoring company chosen by CARRIER.

NON-SOLICITATION

CARRIER agrees that it will not solicit traffic from any shipper, consignor, or customer of **EE** where the CARRIER transports loads, or is made aware of such traffic, as a result of **EE**'s efforts. It is further agreed that this nonsolicitation 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 **EE** 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 evidence 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 of the goods.

EQUIPMENT

CARRIER agrees to provide, operate and maintain in good working condition, motor vehicles and all allied equipment necessary to perform the Transportation Schedule in a safe, efficient, and economical manner.

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 professionally 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 **EE** or its customer, pursuant to the provisions of this section, shall be made within thirty (30) days following receipt by CARRIER of **EE**'s or customer's invoice and supporting documentation for the claim.

SUB-CONTRACT PROHIBITION

CARRIER specifically agrees that all freight tendered to it by **EE** 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 **EE**.

INDEMNIFICATION

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



liabilities, damage, fines, penalties, cost, claims, demands, and expenses of whatever type or nature. CARRIER shall be responsible for and agrees to indemnify **EE** 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.

GOVERNING LAW, JURISDICTIONS, AND VENUE

This AGREEMENT shall be governed by and constructed in accordance with laws of the State of Connecticut both as interpretation and performance. **EE** and CARRIER hereby consent to and agree to submit to the jurisdiction of the Federal and State courts located in Hartford County, Connecticut, in connection with any claims or controversies arising out of this AGREEMENT.

ADDITIONAL PROVISIONS

In the case of insufficient funds or credit card decline, there is a built-in grace period of 48 hours 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.

DISCLAIMER

EE 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. DOT compliance issues
5. SPIKE INSURANCE

IN WITNESS WHEREOF,

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

CARRIER:	DISPATCH:
COMPANY NAME: _____	COMPANY NAME: Essential Enterprise LLC
CONTACT NAME: _____	DISPATCHER NAME: _____
CONTACT SIGNATURE: _____	DISPATCHER SIGNATURE: _____
DATE: _____	DATE: _____

This Limited Power of Attorney (the AGREEMENT) is made effective on this _____ day of _____, 20____ between: **Essential Enterprise LLC** hereinafter called **EE** a company established under the laws of the **State of Connecticut**, _____ (company name) hereinafter called CARRIER, motor carrier company with MC # _____ and/or DOT # _____ CARRIER hereby appoints **EE** as my Attorney-in-Fact (AGENT). **EE's** agents shall have full power and authority to act on my behalf. This power and authority shall authorize **EE** 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. **EE** powers shall include, but not be limited to, the power to:

- Professional dispatch services, including contact drivers, 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 and collect all payment dues 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. **EE** shall not be liable for any loss that results from a judgement error that was made in good faith. However, **EE** 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 **EE** to indemnify and hold harmless any third (3rd) party who accepts and acts under this document. This Power of Attorney shall become effective immediately and shall remain in full force and effect until revoked by me in writing. Such revocation is to be sent via e-mail ten (10) days in advance to **EE** to **info@essentialent.com**.

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

CARRIER:

DISPATCH:

COMPANY NAME: _____

COMPANY NAME: **Essential Enterprise
LLC**

CONTACT NAME: _____

DISPATCHER NAME: _____

CONTACT SIGNATURE: _____

DISPATCHER SIGNATURE: _____

DATE: _____

DATE: _____



Instructions: To be certain we have an accurate profile of your organization/company and full knowledge of your transportation services and needs, please complete the Carrier Profile below and return all required documents. 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

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

MAILING ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

MAIN CONTACT: _____ E-MAIL: _____

OFFICE PHONE: _____ FAX: _____ CELL PHONE: _____

EMERGENCY CONTACT: _____ EMERGENCY PHONE: _____

MC NUMBER: _____ DOT NUMBER: _____ EIN/SS: _____

SCAC CODE: _____ TWIC CERTIFIED: _____ HAZMAT CERTIFIED: _____

PART 2: SERVICE AREA OF OPERATION

Disclaimer: Check the states you want to make your runs to, otherwise we will assume that you want to run all 48 states and your route will be planned accordingly!

USA: _____ **All 48 states**

Alabama: __	Georgia: __	Maine: __	Nebraska: __	Ohio: __	Texas: __
Arizona: __	Idaho: __	Maryland: __	Nevada: __	Oklahoma: __	Utah: __
Arkansas: __	Illinois: __	Massachusetts: __	New Hampshire: __	Oregon: __	Vermont: __
California: __	Indiana: __	Michigan: __	New Jersey: __	Pennsylvania: __	Virginia: __
Colorado: __	Iowa: __	Minnesota: __	New Mexico: __	Rhode Island: __	Washington: __
Connecticut: __	Kansas: __	Mississippi: __	New York: __	South Carolina: __	West Virginia: __
Delaware: __	Kentucky: __	Missouri: __	North Carolina: __	South Dakota: __	Wisconsin: __
Florida: __	Louisiana: __	Montana: __	North Dakota: __	Tennessee: __	Wyoming: __

PART 3: EQUIPMENT SECTION

NUMBER OF TRUCKS: _____

NUMBER OF TRAILERS: _____ VAN: _____ REEFER: _____ FLATBED: _____ OTHER : _____

ADDITIONAL INFORMATION:



PART 4: 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.

IDLE MILE RATE: \$_____ (V) \$_____ (R) \$_____ (F)

MAX PICKS: _____ MAX DROPS: _____ MONEY PER PICK/DROP: _____

ADDITIONAL PREFERENCES

PART 5: INSURANCE INFORMATION SECTION

INSURANCE AGENCY: _____ CONTACT: _____

PHONE: _____ FAX: _____ EMAIL: _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

WEBSITE: _____

PART 6: REFERRAL

Please refer us three (3) Owner Operators who you believe might benefit from our service

Name: _____ Phone/Cell: _____

Name: _____ Phone/Cell: _____

Name: _____ Phone/Cell: _____

PART 7: 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: _____ CONTACT: _____

PHONE _____ FAX _____ EMAIL _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

WEBSITE: _____



Please Use The Following Section To Better Describe Your Company..

Instructions: If you are an OWNER OPERATOR OF A FLEET please complete this form. The better informed we are the better we will be able to assist you. This form should be updated any time your fleet changes. If there are any changes notify us and a new sheet will be provided. This information is for our use only and will not be released to any third party without your express written permission.

TRUCK #	TRAILER #	TRAILER TYPE	MAX WEIGHT	DRIVER NAME	CELL PHONE

Does the assigned driver have the right to make load decisions for you? (Y/N) _____

Does the driver have the right to receive a copy of the load confirmation? (Y/N) _____



I _____, hereinafter called CARRIER do hereby authorize **Essential Enterprise LLC**, hereinafter called **EE**, to initiate a weekly debit entry for the amount listed below, to the credit card account indicated below, in consideration of the dispatching service provided to me. I understand that my signature on this form, along with a photocopy of the front and the back of both my credit card, and my driver license, will allow me the convenience of not having to produce these items for impression at the time of service. Please complete all fields.

Cardholder Name: _____

Credit Card Type: Visa _____ Mastercard _____ Discover _____ American Express _____

Card Number: _____ **Expiration Date:** _____

CVV Code: _____ (Last 3 Digits located on the back of the Credit Card) **ZIP:** _____

Authorized Weekly Payment Amount:

_____ 10% Per Load (For Dispatching Services)

_____ \$25.00 Per Load (For Administrative Services)

Authorization shall be in effect upon the date signed by credit card holder and shall be in effect until the cancellation of the Credit Card Payment Authorization or until notice is given to **EE**. You may cancel this authorization at any time by notifying **EE** via email at **info@essentialent.com**. I,

_____ (name), authorize **Essential Enterprise LLC** to charge my credit card above for agreed upon services. Invoice will be sent out weekly via email. I understand that my information will be saved to file for future transactions on my account. I agree to pay for this service in accordance with the issuing bank cardholder agreement.

Cardholder -- Please Sign and Date

Signature: _____

Date: _____

Return the COMPLETED AND SIGNED FORM to the Following:

Essential Enterprise LLC
Phone Number: 860-516-115
Email: info@essentialent.com

Disclaimer: Please beware and understand that once you drop off your load and the shipper has been invoiced for your services, that you ARE NOT always paid immediately. Some shippers send out payments in 30, 60, and 90 day intervals. While we understand this you are still required to pay your invoice in the timeframe given as in the packet, unless otherwise agreed upon. If you are a new company or a company without the liquidity to meet expenses, I would strongly suggest you look into a factoring company.