



DISPATCHER MASTER AGREEMENT WITH CLIENT

SECTION 1. BASIC INFORMATION

A. DISPATCHER

Name: Parrett Mountain Dispatch LLC

Address: PO Box 536 Dundee, OR 97115

Telephone Number: (503) 537-9950

Email Address: pmd@thesaunderscompany.net

B. CUSTOMER

Business Name:

Address:

Telephone Number:

Email Address:

Employer Identification No:

C. TRUCKING COMPAY: Defined at Dispatch

D. This Master Agreement with Customer (“**Agreement**”) covers future work performed by Dispatcher for Customer pursuant to truck dispatching (“**Dispatches**”) issued by Customer via telephone, text, or e-mail for trucking jobs (“**Jobs**”). If Dispatcher accepts the Job in the Dispatch request, then this Agreement shall cover the relationship between Dispatcher and Customer for that Job. The work to be performed (“**Work**”) will be detailed in the Dispatch and in any supplemental information supplied by Dispatcher to the Customer during the course of the Work.

E. FEES:

Contract Price:

The hourly rate for the trucking shall be disclosed at time of dispatch. This amount shall be billed by the Trucking Company directly to the Customer. Dispatchers will have no liability for payment of Dispatched trucking services.

Dispatch Fee: The rate for the Dispatch shall be \$40 per truck per Dispatch. This will be billed to the Customer by Dispatcher.



Payment. Unless otherwise stated in the Dispatch, payment of the Contract Price shall be paid upon the trucking company's completion of the Work, the acceptance of the Work by Dispatcher and the Customer's compliance with the other terms and provisions of this Agreement.

F. ADDITIONAL TERMS AND CONDITIONS:

This Agreement consists of the Basic Information set forth in this Section 1 and the annexed Terms and Conditions he undersigned acknowledge and agree they have read the Terms and Conditions and agree to be bound thereby.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of

PMD:

Customer:

Dispatcher

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date:

Date:



TERMS AND CONDITIONS

These Terms and Conditions are a part of the Master Agreement" ("**Agreement**") and have been acknowledged by the parties to be a part of the Agreement.

SECTION 2. PARTIES

The parties to the Agreement are those set forth in paragraphs A and B of Section 1, above. Customer represents and warrants to Dispatcher that it is licensed and permitted to perform the Work in the state in which the Job is located. Customer furthermore represents and warrants that it has and continues to maintain all insurance and all bonds required by such jurisdiction to perform the Work.

SECTION 3. JOB

1. **Location.** The Job is located at the address set forth in the Dispatch and all future Dispatches.
2. **Description of Work to be Performed.** The Work to be performed is described in the Dispatch and in any supplemental information supplied by the Customer to Dispatcher during the course of the Work.

SECTION 4. CONTRACT PRICE AND PAYMENT

1. **Price.** The Contract Price and Dispatch Price are set forth in paragraph E of Section 1.
2. **Payment of Contract Price.** The Contract Price and the Dispatch Price shall be paid as provided in paragraph E of Section 1.

SECTION 5. COMMENCEMENT AND COMPLETION

The Dispatcher shall commence the work on the date specified in the Dispatch and continue until the work is complete. If Dispatcher fails to provide the requested services work by said date and continue until the work is complete, Customer shall have the option, to immediately terminate this Agreement and cause the work to be performed by another contractor.

SECTION 6. PERFORMANCE OF WORK

1. Dispatcher covenants and agrees with Customer to complete the Job in full and complete compliance with the following:
 - (a) Dispatcher will follow all laws, statutes, ordinances, codes, regulations, directives, policy statements, and the interpretive case law thereof relating to the Job and the Work (collectively "**Laws**").
 - (b) Dispatcher agrees to perform the Work, and to cooperate with Customer in so doing, to the best of Dispatcher's skill, effort, and judgment in furthering the interest of Customer, to furnish efficient business administration and supervision; to make best efforts to furnish at all times an adequate supply of workers and materials; and to perform the Work in the best way and in the most expeditious and economical manner consistent with the interests of Customer, which agrees to exercise reasonable efforts to enable Dispatcher to perform the Work in the best way and in the most expeditious manner by furnishing and approving in a timely way information required by Customer and making payment to Dispatcher in accordance with the requirements of this Agreement.
 - (c) Dispatcher shall be solely responsible for and have control over means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under this Agreement, unless the Contract Documents give other specific instructions concerning these matters. Dispatcher shall require Trucking Companies to enforce strict discipline and good order among the trucking company's employees and other persons carrying out the Agreement. Dispatcher shall require Trucking Companies not to permit employment of unfit persons or persons not skilled in tasks assigned to them.



2. **General Provisions.** The following general provisions shall also apply to the Work:

(a) Dispatcher shall NOT be responsible to Customer for the acts and omissions of Dispatcher's employees, Trucking Companies, and their agents and employees, and other persons performing portions of the Work under a contract with Customer. Dispatcher represents that all Trucking Companies, manufacturers, and suppliers engaged, or to be engaged, by it are and will be familiar with the requirements of this Agreement.

(b) To the fullest extent permitted by law, Customer shall defend, indemnify and hold harmless Dispatcher and the trucking company, and agents and employees of any of them from and against claims, damages, loss and expenses, including, but not limited to, attorney fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by the negligent acts or omissions of Customer, or one of its Customers, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

(c) Dispatcher shall not contract with any Trucking Company to whom the Customer has made a reasonable and timely objection. Contracts between Dispatcher and any Trucking Company shall require each trucking company, to the extent of the Work to be performed by the trucking company, to be bound to the Customer by the terms of this Agreement and allow the Customer the benefit of all rights, remedies, and redresses afforded to Dispatcher by this Agreement. Dispatcher shall have no liability for any actions performed by the trucking company, but has contracted with the Trucking company to insure their responsibility of :

(d) Trucking Company shall maintain streets and sidewalks around the Job site in a clean condition Trucking Company shall remove all spillage arising from the performance of the Work from such areas.

(e) Trucking Company shall, at its sole cost and expense, promptly repair any damage or disturbance to utilities, sidewalks, curbs, and the property of third parties (including municipalities) resulting from the performance of the Work.

3. Trucking Company warrants that Trucking Company's direct or indirect employees and agents shall be licensed in accordance with respective State laws. Trucking Company will repair, at their expense, any damages incurred due to Trucking Company's negligence or failure to comply with applicable codes and ordinances.

SECTION 7. ACCOUNTING AND RECORDS

1. **Accounting Records.** Customer shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Agreement; the accounting and control systems shall be satisfactory to Dispatcher. Dispatcher and Dispatcher's accountants shall be afforded access to Customer's records relating to this Agreement. Customer shall preserve those records for a period of three (3) years after final payment, or for such longer period as may be required by law.

2. **Payment Records.** Before receiving payment under this Agreement, Dispatcher shall make an application for payment that shall be certified as correct by Dispatcher.

3. **Trucking Tickets.** Dispatcher agrees to submit trucking tickets for each driver for each Dispatch with each billing. The invoice and tickets will be submitted electronically via e-mail on a weekly basis.

SECTION 8. INSURANCE

1. **Liability Insurance.** Parrett Mountain LLC shall contract with each Trucking Company to purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Job is located, insurance for protection from claims under workman's compensation acts and other employee benefit acts that are applicable, claims for damages because of bodily injury, including death, and claims for damages (other than to the Work itself) to property that may arise out of, or result from the Trucking Companies' operations under this Agreement, whether such operations be by the Trucking Company or by anyone directly or indirectly employed by any of them. This insurance shall be written for not less than the greater of (i) \$,000,000, (ii) the limits of liability specified in the Contract Documents, or (iii) the limits required by law, and shall include contractual liability insurance applicable to the Trucking Companies obligations under this Agreement. Certificates of insurance shall be filed with Dispatcher prior to the commencement of the Work. If the Owner's lender or insurance carrier for the Job requires that the insurance requirements set forth herein be varied, Parrett Mountain agrees to require Trucking Companies to enter into suitable modifications and provisions hereof, provided that the Customer bears any additional costs reasonably occasioned thereby. All coverage shall be maintained by insurance carriers acceptable to the Customer, Owner and to Owner's lender in all respects.



2. **Worker's Compensation and Employer's Liability Insurance.** Trucking companies shall maintain worker's compensation and employer's liability insurance and any and all other necessary coverages of Trucking Companies' employees with a minimum of \$1,000,000 policy limits. Such policy shall include a waiver of subrogation against the Customer, Dispatcher and its insurance carriers.
3. **Automobile Liability Insurance.** Trucking Companies shall maintain automobile liability insurance for bodily injury and property damage liability that covers owned, non-owned, and hired automobiles of Trucking Companies with a minimum of \$1,000,000 combined limits per collision. Such policy shall name Dispatcher as an additional insured on that policy.
4. **Additional Insured.** Dispatcher (and to the extent required by Dispatcher, Customer, Owner, and/or its lender(s) of the Job) shall be named as an additional insured in such policies during the term of this Agreement.

SECTION 9. PERFORMANCE, BREACH, AND TERMINATION

1. **Performance.** Dispatcher shall proceed to perform the Work in accordance with the requirements of this Agreement, time being of the essence hereof. Customer shall have the responsibility to provide all the correct information necessary for Dispatcher to perform the requested dispatch.
2. **Event of Default.** Either party shall be deemed to be in default under this Agreement if either party fails to perform the Work within the time limits required by this Agreement.
3. **Remedies.** If there is an event of default that is not cured as provided above, Dispatcher shall have the following remedies that shall be nonexclusive, cumulative, and in addition to any other rights or remedies allowed at law or in equity:
 - (a) Dispatcher or Customer may elect to terminate this Agreement immediately by written notice to the other party
 - (b) Dispatcher shall be held harmless from Customer for any delay fees and other costs and expenses the Trucking Company incurs; and
 - (c) Dispatcher shall be entitled to recover all of its reasonable attorney fees and costs incurred (i) in negotiating a contract with a new substitute contractor, (ii) in negotiating any time extensions or other modifications relating to the performance of the trucking company's work for the Owner of the Job, and (iii) resulting from any action or arbitration that Dispatcher must take to recover damages from Customer or Trucking Company hereunder.
4. **Additional remedies.** The following additional remedies also apply regarding termination of this Agreement:
 - (a) The parties may terminate this Agreement at any time by mutual written agreement.
 - (b) *Force majeure.* Either party may terminate this Agreement due to a force majeure event. A force majeure event, with respect to a party, means any event or circumstance, catastrophic in nature, regardless of whether it was foreseeable, that was not caused by that party and that prevents the party from complying with any of its obligations under this Agreement, except that a force majeure event does not include a strike, labor shortage, or labor unrest that affects only one party; an increase in prices; weather events not declared emergent by a city, county, state, or federal agency; or a change in the law.
 - (c) *Bankruptcy.* Dispatcher may terminate this Agreement if Customer: (i) becomes insolvent or makes a general assignment for the benefit of creditors; (ii) suffers or permits the appointment of a receiver for its business or assets; (iii) becomes subject to any proceeding under any bankruptcy insolvency law whether domestic or foreign, and such proceeding has not been dismissed within a sixty (60) day period; or (iv) has wound up or liquidated, voluntarily or otherwise.

SECTION 10. FMSCA

Customer recognizes that Dispatcher is operating as broker under 49 CFR 371.3 and must follow FMSCA regulations. In order to keep broker in compliance, Dispatcher contracts with each Trucking Company to

- Maintain a current list of trucks and drivers operated by the trucking company.
- Provide the name, address and USDOT number of any subcontracted Trucking Company at time of Dispatch.
- Certify that Trucking Company drivers and any subcontracted Trucking Company is currently registered in the FMSCA clearing house in good standing.
- That Trucking Company and its subs participate in a drug testing program which is monitored by the FMSCA



SECTION 12. GENERAL TERMS

1. **Notices.** All notices, demands, requests, consents, and approvals that may, or are required to, be given by any party to any other party hereunder shall be in writing and shall be deemed given upon receipt of delivery personally, or upon the earlier of receipt or forty-eight (48) hours after deposit in the United States mail if sent by registered or certified mail, return receipt requested, postpaid to the parties at the addresses set forth in Section 1, or to such other addresses as either party may, from time to time, designate in writing and delivered in a like manner. In lieu of notice in the manner provided above, either party may give notice by e-mail transmission (i) to Dispatcher at the e-mail address set forth in Section 1, or (ii) to Customer at the e-mail address set forth in Section 1. Notice by e-mail is only effective upon confirmation of receipt.
2. **Amendment, Waiver.** No modification, termination, or amendment of this Agreement may be made, except by written agreement or as otherwise may be provided in this Agreement. No failure by Dispatcher or Customer to insist on the strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, agreement, term, or condition. Any party hereto, by notice and only by notice as provided immediately above, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other party hereto. No waiver shall affect or alter this Agreement, and each and every covenant, agreement, term, and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. All the terms, provisions, and conditions of this Agreement shall inure to the benefit of, and be enforceable by, Dispatcher's or Customer's respective successors and assigns.
3. **Captions.** The captions of this Agreement are for convenience of reference only and in no way define, limit, or describe the scope or intent of this Agreement.
4. **No Joint Venture.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or other arrangement between Dispatcher and Customer. No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization, or corporation not a party hereto, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder. Customer is an independent contractor and assumes liability for injuries or damages suffered by or caused to Customer's employees relative to this Agreement and agrees to pay all payroll and other taxes for its employees. No term, covenant, condition, or provision of this Agreement shall be considered to create an employer and employee relationship, a master-servant relationship, or a principal and agent relationship between the Customer and/or any of the Customer's employees and Dispatcher. All parties to this Agreement attest that the relationship between Dispatcher and Customer shall be recognized as the Customer acting as an independent contractor.
5. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
6. **Merger of Prior Agreements** This Agreement constitutes the entire Agreement between the parties with respect to the Work and supersedes all prior and contemporaneous agreements and understandings between the parties hereto relating to the subject matter hereof.
7. **Further Acts.** Each party shall, at the request of the other, execute, acknowledge (if appropriate), and deliver whatever additional documents, and do such other acts, as may be reasonably required in order to accomplish the intent and purposes of this Agreement.
8. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Execution of this Agreement by electronic means intended to preserve the original pictorial appearance of this Agreement or by industry-standard electronic signature software shall have the same legal force and effect as execution by original signatures.
9. **Governing Law, Time.** This Agreement and the rights of the parties hereunder shall be governed and construed in accordance with the laws of the state of Oregon. The parties also consent to the jurisdiction of the courts of the state of Oregon for resolving all disputes arising out of this Agreement. Time is of the essence of this Agreement.
10. **Authority.** The parties signing this Agreement represent and warrant that they have the requisite authority to bind the entities on whose behalf they are signing.
11. **Assignment.** Customer may not assign its rights or obligations under this Agreement. Dispatcher may assign its rights and obligations hereunder.



12. **Arbitration.**

a. Any claim, controversy, or dispute between the parties arising out of or relating to this Agreement, or to the interpretation or breach thereof, or to the existence, validity, or scope of this agreement to the arbitrate, shall be resolved by arbitration in accordance with the then effective arbitration rules of Arbitration Service of Portland, Inc., and any judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof.

b. Nothing in this Section shall preclude Dispatcher from joining Customer as a third party in any action commenced by or against Dispatcher relating to the Job and having that court adjudicate those issues raised by Dispatcher in proceedings other than an arbitration.

c. Nothing in this section prevents the parties from mutually referring disputes to a nonbinding mediation process before mandatory arbitration. In such an event, the parties agree to participate in good faith in mediation. The parties will select a mediator by mutual agreement, or absent such agreement each party shall select a temporary mediator and those mediators will jointly select the permanent mediator. The parties will equally bear all costs of mediation.

13. **Subcontracting.** Dispatcher will ensure that all applicable provisions of this Agreement (including those relating to insurance and indemnification) are included in all of its Trucking Company contracts. Customers may request to review any agreements between Dispatcher and Trucking Company for goods and services authorized under this Agreement. Customer also has the right to disallow Trucking Companies on their jobs, but must specify at the time of dispatch, unless the Trucking Company is in violation of any contract between the Customer and Owner or Dispatcher.

End of terms and conditions