



Pittsburgh Dispatch Service, Inc.

Company Overview

February 9th, 2015

Thank you for choosing Pittsburgh Dispatch Service, Inc. to help service your transportation needs. Since 1993 PDS has provided ethical and quality logistical solutions for shipping and trucking companies alike. For 21 years PDS operated in this capacity as a “sales agent”, and beginning in 2015 in an attempt to grow our business and provide even greater services, we have transitioned into a “freight broker” business model. As an existing client you will continue to realize the same quality freight rates and service you’ve come to expect, and for those new to us, we welcome the opportunity to serve your business and prove our worth!

PDS can be a valuable asset to your company by assisting your freight solution needs through the procurement of profitable shipments. The scope of services we provide are greater than simply securing a shipment, however, as we provide useful services after each load is booked such as load scheduling and assisting in the resolution of loading/unloading conflicts that may arise.

We ask that you carefully review this setup packet consisting of the following:

- 1) Broker/Carrier Contract
- 2) Carrier Profile
- 3) Invoicing/Payment Policies

Please email the completed documents along with your operating authority, insurance certificate(s) (naming Pittsburgh Dispatch as the certificate holder), and W-9 form to Linda at linda@pittsburghdispatch.com, or by fax to (412) 264-0832.

We thank you for the opportunity to serve you, and look forward to the possibility of building a mutually beneficial business relationship together.

Regards,

A handwritten signature in cursive script that reads 'Raymond D. Sellman'.

Raymond D. Sellman
President



Pittsburgh Dispatch Service, Inc.

PROPERTY BROKER - CONTRACT CARRIER AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 20____, by and between PITTSBURGH DISPATCH SERVICE, INC., a Pennsylvania corporation ("BROKER"), and _____ ("CARRIER"), both of whose addresses are shown on the execution page of this Agreement.

TERMS AND CONDITIONS

In consideration of the mutual covenants and promises herein contained, the parties hereto, intending to be legally bound hereby, agree, represent and warrant as follows:

1. Status of BROKER. BROKER represents and warrants to CARRIER that it is authorized by the FMCSA to engage in for-hire operations as a broker of general commodities in interstate or foreign commerce, or intrastate commerce, pursuant to its property broker licenses lawfully issued by the FMCSA.

2. Status of CARRIER. CARRIER represents and warrants to BROKER as follows:

2.1 Carrier is authorized by the FMCSA to engage in for-hire operations as a motor carrier, in interstate or foreign commerce, or intrastate commerce, pursuant to its motor carrier authority lawfully issued by the FMCSA.

2.2 CARRIER's operating authority is true, correct and complete and is in full force and effect.

2.3 In the event the FMCSA issues any orders affecting in any way CARRIER's operating authority, including the issuance of rules to show cause or orders modifying, suspending or revoking its operating authority, CARRIER will provide BROKER with copies of any such orders within five (5) days after receipt thereof by CARRIER. At no time during the term of this Agreement shall CARRIER have an "Unsatisfactory" safety rating as determined by the FMCSA. If CARRIER receives an Unsatisfactory safety rating, CARRIER shall immediately notify BROKER and BROKER shall not knowingly utilize CARRIER.

2.4 CARRIER is fit, willing and able to provide the services contemplated by this Agreement, including the special and distinct service requirements of BROKER.

3. CARRIER is Independent Contractor. CARRIER is an independent contractor and shall have exclusive control and direction of the persons operating vehicles or otherwise engaged in such transportation services. CARRIER assumes full responsibility for the payment of all local, state and federal payroll and/or withholding taxes, employment and business taxes contributions or taxes for unemployment insurance, old age pensions, Federal Insurance Contributions Act (Social Security); workers' compensation and other social security-related protection; and all other costs related to the employment of persons engaged in the performance of such transportation services. CARRIER agrees to comply with all statutes, rules and regulations applicable to its employment of persons to perform services pursuant to this Agreement. CARRIER is not authorized or empowered to obligate or bind BROKER as to third parties in any manner whatsoever. CARRIER agrees to indemnify and hold BROKER harmless for any unpaid taxes that are incurred by the CARRIER resulting from this Agreement, but which are assessed against the BROKER.



Pittsburgh Dispatch Service, Inc.

4. CARRIER's Distinct Services. CARRIER shall provide the special and distinct transportation services required by BROKER that shall include, *inter alia*, the following:

4.1 CARRIER shall provide a prompt and efficient service designed to meet the specific service standards imposed by BROKER and its customers and motor vehicles and equipment of the types required to perform the services requested.

4.2 CARRIER shall maintain its motor vehicle equipment in good, efficient and clean condition, both as to operation and appearance. BROKER shall at all times retain the right to refuse to use equipment tendered by CARRIER that in the sole discretion of BROKER does not meet BROKER's standards.

4.3 CARRIER shall procure and maintain such licenses, permits, authorizations, etc. as may be required by federal, state and local authorities.

4.4 CARRIER shall be responsible for all costs and expenses involved in providing the transportation services to be performed by CARRIER pursuant to this Agreement.

5. Compliance With Laws. CARRIER shall comply with all federal, state and local laws, rules, regulations and ordinances relating to this Agreement or applicable to CARRIER's performance under this Agreement, including without limitation, all federal, state and local tax laws, social security laws, unemployment compensation laws, and workers' compensation laws, and shall give adequate notice to proper authorities with respect thereto. Prior to beginning performance under this Agreement, CARRIER shall secure and pay for all necessary licenses or permits to carry out the performance of its obligations under this Agreement.

6. Series of Shipments. CARRIER will provide transportation services for BROKER in connection with the movement of a series of shipments. BROKER will tender to CARRIER for transportation within the scope of CARRIER's authority issued by the FMCSA a series of shipments consisting of a minimum of two shipments per contract year, and not merely a single shipment, during the term of this Agreement. A contract year shall begin on the effective date of this Agreement or the anniversary date of any extension thereof.

7. Acceptance and Delivery of Freight. CARRIER shall accept, transport and deliver such freight, as BROKER shall request CARRIER to transport, subject to the terms of this Agreement and the capabilities and legal rights of CARRIER. Notwithstanding the foregoing, should CARRIER decline to ship on any given account for good cause, CARRIER shall provide BROKER with 48 hours prior written notice.

8. Documentation. Each shipment transported pursuant to the terms and conditions of this Agreement shall be evidenced by a written or electronic receipt or bill of lading in a form agreed to by the parties, signed by CARRIER and containing as a minimum, the names and addresses of the consignor and consignee, the points of origin and destination, and the types and quantities of the commodities to be transported. Such receipt shall be evidence of receipt of such commodities by CARRIER in good order and condition unless otherwise noted on the face of such receipt. Upon delivery of each shipment, CARRIER shall obtain a delivery receipt from the consignee showing the kind and quantities of freight delivered, the condition of such commodities, and the date and time of delivery.

9. Rates and Charges. The compensation that shall be paid to CARRIER for the transportation services shall be in accordance with the Schedule of Rates, Charges, Rules and Regulations mutually agreed upon by the parties prior to the performance of any service by CARRIER (the "Rate Confirmation Sheet"). Any terms in a



Pittsburgh Dispatch Service, Inc.

tariff that are referenced in the carrier contract which are inconsistent with this Agreement shall be subordinate to the terms of this Agreement.

10. Invoicing of Shippers. BROKER, unless otherwise agreed upon in writing by the parties, shall have the sole responsibility to invoice the consignor or consignee for all transportation and accessorial charges, and to collect such charges from the consignor or consignee. Under no circumstance will CARRIER seek payment from consignor/consignee or BROKER'S customer.

11. CARRIER Compensation. Payment of CARRIER's invoices shall be the responsibility of BROKER, the consignee, or other party as designated in the bill of lading or other transportation receipt, following receipt of payment by Broker of all sums due from each Consignor or Consignee. Payment shall be made in accordance with common business practices within thirty (30) days after the delivery of the CARRIER'S invoice to BROKER.

12. Freight Loss and Damage Claims. CARRIER shall defend, indemnify and hold BROKER and consignor/consignee harmless from all damages, claims or losses arising out of its performance of this Agreement, including cargo loss and damage, theft delay, damage to property, personal injury or death.

13. Undercharge and Overcharge Claims. Any action or proceeding by CARRIER to recover undercharges alleged to be due from BROKER and any action or proceeding by BROKER to recover overcharges alleged to be due from CARRIER hereunder shall be commenced not more than two (2) years after delivery or tender of delivery of the shipment with respect to which such undercharges or overcharges are claimed. To the extent permitted by applicable law, the expiration of the said two-year period shall be a complete and absolute defense to any such action or proceeding, without regard to any mitigating or extenuating circumstances or excuses whatsoever, unless the party named as defendant in any such action or proceeding has expressly agreed in writing to waive such defense in whole or in part.

14. Indemnification. CARRIER hereby indemnifies, saves harmless, and defends BROKER and its agents, servants and employees from and against all claims, liabilities, losses, damages, costs or expenses (including reasonable attorney's fees and expenses in connection with the defense of any such claims, etc.) arising in connection with any lawsuit, regulatory action, liability, obligation, demand or claim, or any injury to or death of persons), or damage to or loss of property and resulting from any act and/or omission of CARRIER and/or its agents, servants and employees arising under this Agreement or resulting from CARRIER's failure to comply with the provisions of this Agreement.

15. CARRIER Insurance. CARRIER shall provide and maintain during the term of this Agreement comprehensive general automobile liability insurance, public liability, property damage and cargo insurance coverage in the amounts required by the United States Department of Transportation (or other governmental body or agency authorized to set minimum insurance requirements), but in no event less than \$1,000,000 for public liability insurance coverage and \$100,000 for cargo insurance coverage. CARRIER shall also provide worker's compensation coverage for its employees. Simultaneously, with the execution of this Agreement, CARRIER shall deliver to BROKER certificates of insurance evidencing the existence of the aforesaid insurance coverages. If any policy of insurance is cancelled or changed, written notice thereof shall be given by CARRIER to BROKER at least twenty-five (25) days in advance of the effective date of any such cancellation or change.

16. Notice of Delay. In the event of any accident or delay in transit which will interfere with prompt delivery or impair the safety or condition of any commodities tendered to CARRIER for transportation



Pittsburgh Dispatch Service, Inc.

hereunder, CARRIER shall promptly notify BROKER by telephone of said accident or delay at the BROKER's office shown below.

17. Back Solicitation. CARRIER agrees that it will not, directly or indirectly, contact, communicate with or deal with any account referred to it by BROKER for a period of one (1) year following the date of the initial referral or the date service is last performed for such account under the terms of this Agreement, whichever is later. BROKER's accounts shall be defined as any shipper or consignee introduced to CARRIER by BROKER and for which CARRIER cannot provide a valid bill of lading and invoice for transportation service for a shipper or consignee, dated within six months prior to the BROKER's introduction of the account to CARRIER. The provisions of this paragraph are intended to prohibit CARRIER from back soliciting any of the BROKER's accounts.

In the event that CARRIER breaches this provision, CARRIER shall be liable to BROKER for a commission in the amount of twenty (20%) percent of the gross revenue per load on any freight so transported by CARRIER for any of BROKER's accounts, together with interest at the rate of ten (10%) percent a year and costs and reasonable attorneys' fees in the event legal proceedings are necessary to collect said amounts. This commission is payable during the period in which the Agreement remains in force, and for a period of one (1) year after the termination of this Agreement by either party. The provisions of this paragraph shall be applicable to CARRIER, and its officers, directors, shareholders, employees, agents, drivers, owner-operators, subsidiaries and affiliates. CARRIER expressly assumes full responsibility for all breaches of this paragraph by any of the aforementioned.

18. Default. Any of the following events shall constitute a default hereunder:

18.1 Failure by either party to pay when due and payable any payment or charges during the term of this Agreement; or

18.2 Failure by either party to perform, keep or observe any term, provision, warranty or condition contained in this Agreement unless otherwise excused; or

18.3 Insolvency, bankruptcy or assignment for the benefit of creditors of CARRIER.

If any party to this Agreement fails to correct a default hereunder within ten (10) days after written notice to do so, the party serving such notice may unilaterally terminate this Agreement forthwith. Waiver of any default shall not be construed as a waiver of either a subsequent or continuing default. Termination of this Agreement shall not affect a party's liability by reason of any act, default or occurrence prior to such termination.

In the event of the termination of this Agreement because of any default of CARRIER, BROKER shall, in addition to any other remedies it shall have by law or statute for damages suffered to it because of the default of CARRIER, have the right to make reasonable arrangements with other carriers to transport the commodities and to charge CARRIER with any additional costs or expenses in connection with the transportation of the shipments during the then remaining term of the Agreement.

19. Term. This Agreement shall become effective on the date hereof and shall continue in effect for a period of one (1) year, which shall be the initial term of this Agreement. The Agreement shall be automatically renewed thereafter from year to year, effective on the anniversary date of this Agreement, unless terminated by either party providing written notice of termination at least thirty (30) days prior to the effective date of



Pittsburgh Dispatch Service, Inc.

termination or in accordance with paragraph 20. If this Agreement is terminated, commission shall continue to be paid to Broker on all accounts contracted for up to the date of termination. Notwithstanding the foregoing, the BROKER shall retain the right to transfer client accounts to another carrier after termination of the Agreement.

20. Assignment. This Agreement shall not be assigned or transferred by CARRIER or BROKER, in whole or in part, without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Agreement the day and year first above stated.

BROKER:
PITTSBURGH DISPATCH SERVICE, INC.

CARRIER:

By: 
Raymond Sellman, President

By: _____

Address:

900 Commerce Drive
Suites 905 & 907
Coraopolis, PA 15108
(412) 264-8832

Address:



Pittsburgh Dispatch Service, Inc.

CARRIER PROFILE

Carrier Name _____
Physical Address _____
Remit-to Address (if different) _____
City _____ State _____ Zip Code _____

Primary Contact _____
Phone (Office) _____
Phone (Mobile) _____
Fax _____
Email _____
(Please check above which mode of transmission you prefer for receiving documentation)

Accounting Information

Contact _____
Phone _____
Federal ID # _____

(If applicable)

Factoring Company _____
Contact _____
Phone _____

Equipment/Hauling Preferences (Please check all that apply)

- FLATBEDS, STEPDECKS, VANS, REEFERS, TANKERS, EXTENDABLES, RGN/HEAVY HAUL, OVER DIMENSIONAL, INTERNATIONAL (CANADA), TWIC COMPLIANT, 4' DROP TARPS, 6' DROP TARPS, 8' DROP TARPS



Pittsburgh Dispatch Service, Inc.

PDS INVOICING/PAYMENT POLICIES

INVOICING REQUIREMENTS

Carrier freight invoices must meet each of the following criteria to be processed timely for payment:

- (1) Carrier's freight invoice complete with an invoice number, PDS reference number, shipment date, shipment origin and destination, and total freight charges.
- (2) Signed delivery bill of lading and/or proof of delivery (**POD MUST have a legible signature/printed name and date**). **Please do not submit photo copies.**
- (3) A copy of the signed PDS load confirmation.

Invoices may be submitted accordingly:

mailed to P.O. Box 1098, Coraopolis, PA 15108
 emailed to patty@pittsburghdispatch.com
 faxed to (412) 264-0832

PAYMENT POLICIES

PDS currently offers three forms of payment including standard payment by U.S. mail, standard payment by direct deposit, or quick pay. All freight invoices will be paid within 30 days upon receipt assuming the invoices are in accord with the above stipulations. In the event that an invoice is noncompliant with the above requirements, payment will be considered due within 30 days upon receipt of the amended/revised invoice. Please choose one of the following payment options:

- Standard Payment: Payment will be made by check via the U.S. mail service within 30 days upon receipt of all required documentation.
- Standard Direct Deposit: Payment will be made via direct deposit within 30 days upon receipt of all required documentation. (Please note, a flat \$5 fee will be charged for each payment made (which may consist of multiple loads per invoice) via direct deposit).
- Quick Pay: Payment will be made via direct deposit within 3 business days upon receipt of all required documentation for a 5 % discount of freight invoice.

Please provide the following if selecting the direct deposit option:

Bank Name: _____
 Address: _____
 Name on Account: _____
 Routing Number: _____ Account Number: _____

Payments made by standard U.S. mail will be sent to the address indicated on the "carrier profile" page. Carriers using freight factors must notify PDS in writing of the proper remit to company and address. **PDS reserves the right to amend these payment policies at any time without prior notice.**



U.S. Department of Transportation
Federal Motor Carrier Safety Administration

1200 New Jersey Ave., S.E.
Washington, DC 20590

SERVICE DATE
January 08, 2015

LICENSE
MC-896022-B
U.S. DOT No. 2568931
PITTSBURGH DISPATCH SERVICE, INC
CORAOPOLIS, PA

This License is evidence of the applicant's authority to engage in operations, in interstate or foreign commerce, as a **broker, arranging for transportation of freight (except household goods)** by motor vehicle.

This authority will be effective as long as the broker maintains insurance coverage for the protection of the public (49 CFR 387) and the designation of agents upon whom process may be served (49 CFR 366). The applicant shall also render reasonably continuous and adequate service to the public. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

A handwritten signature in black ink, appearing to read "Jeffrey L. Secrist".

Jeffrey L. Secrist, Chief
Information Technology Operations Division

BPO