

TEXCALIBUR LOGISTICS, LLC

5225 Katy fwy suite 460
Houston, TX



Agreement to Perform Consulting/ Dispatching Services to Carrier: _____

<p>Date May 8, 2017</p>	<p>Services Performed By: TEXCALIBUR LOGISTICS, LLC 5225 Katy fwy suite 460 Houston, TX</p>	<p>Services Performed For: Carrier: _____ [Client Address] [City, ST ZIP Code]</p>
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1. Recitals

This Agreement is made as of this ___ day of _____, 20___ by and between “TEXCALIBUR LOGISTICS, LLC”, hereinafter referred to as Dispatcher, and _____(contact name) hereinafter referred to as client, desire to retain Texcalibur Logistics by executing a Limited Power of Attorney from to secure freight for Dispatcher and Dispatch and Dispatcher’s equipment. Client must furnish Dispatcher with the following documents prior to the implementation of this agreement.

1. A signed Limited Power of Attorney form
2. Copy of Client’s Authority
3. Proof of Insurance Certificates, listing Texcalibur Logistics, LLC as a certificate holder. Our address is 5225 Katy fwy suite 460 Houston TX, 77007.

****We require at least \$1,000,000 in Liability and at least \$100,000 in Cargo coverage.

4. Signed W-9 form;
5. Agreement for Dispatch services, completed and signed;
6. Listing of any established References;
7. Completed Company Profile Sheet; and,
8. Cell Phone or contact phone numbers and name of main company contact (s).

2. Service Plan Requested- please check preferred plan (s)

The Services shall commence on [\[Click to select date\]](#), and shall continue through [\[Click to select date\]](#).

- Paperwork Only Service Plan –Flat monthly Service Rate of \$_____ per week, per truck.
- Load Planning/ Dispatching- Flat monthly or weekly service rate of \$_____ or _____ % of linehaul per week/month, per truck.

3. Statement of work

Texcalibur Logistics, LLC will:

1. Find Freight that matches profile for client;
2. Will contact client with load matches and discuss options;
3. Upon Client's agreement to take load, Texcalibur Logistics, LLC will fax to shipper/broker, the client authority, signed W-9, Proof of Insurance, and insurance Certificate, along with any other required supporting documentation; and,
4. Upon forwarding the final load confirmation and mailing all documents to client, the services of Texcalibur Logistics, LLC have been fully performed, Unless you selected the invoicing plan, then we will invoice the shipper/broker for you, the payment will be made to you and you will be required to pay the agreed fees to Texcalibur.
5. Texcalibur Logistics, LLC, can handle all invoicing, collections, etc. for the client for a fee. Additional paperwork is necessary. (Agreement Specific)
6. Texcalibur Logistics, LLC can assist in Factoring your invoices, giving you access up to 95% of the invoices within 24 hours, once the Bill of Lading or Proof of Delivery is received. (Fees may apply). Offered through our partnership Factoring services.

***You may agree to retain Texcalibur Logistics, LLC, to send only selected invoices to the agreed factoring company and to factor the invoices that I select.

Sign _____ X YES, I want to work through
Texcalibur Logistics, LLC to factor my invoices.

Sign _____ X No, I do not want to Factor my
invoices through Texcalibur Logistics, LLC.

4. Consideration

The client agrees to pay Texcalibur Logistics, LLC as per the agreed quotes and terms, as stated in section 2 of this agreement. This agreed term rates will be required to be paid to Texcalibur Logistics, LLC as per the conditions of the agreement. (i.e. a 30 day subscription) A 5-day grace period will be allowed before the account becomes overdue. At 13 days, the account will be suspended and a reactivation fee of \$100 will apply in addition to any overdue fees. After 30 days, the account may be placed for collection.

Texcalibur Logistics, LLC, will invoice client as per the terms of the agreement via E-mail, U.S. mail or faxing said invoice. Payment can be made to Texcalibur Logistics, LLC by Certified Check, Money order, T-check or Com Check, Paypal and bank transfer. Once the payment is processed Client will be sent a confirmation receipt via email, fax or U.S. mail

5. Additional Provisions

- Once a load has been set up for the client and all information given, it will be the responsibility of the client to handle directly with the shipping party, any problems, issues, delays; overages, shortages, damages, or billing and collection issues. Unless you have made arrangements for additional services from Texcalibur Logistics, LLC.
- In no event will Texcalibur Logistics, LLC be liable for any incidental, consequential, or indirect damages for the loss of profits or business interruption arising out of the use of 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.
- Client will be responsible for notifying Texcalibur Logistics, LLC of changes to Authority, insurance, client profile, or ownership;
- Texcalibur Logistics, LLC will work within the established parameters of the client's company profile;

- Texcalibur Logistics, LLC will notify client of load required qualifications or additional insurance. Texcalibur Logistics, LLC will furnish to client, necessary information for qualification of insurance required, and;
- In the event that Texcalibur Logistics, LLC books a load matching the client's truck posting, the client agrees to pay Texcalibur Logistics, LLC as agreed in Section 2 of this agreement for services rendered. NOTE: To avoid charges for unavailable equipment, it is imperative to notify Texcalibur Logistics, LLC immediately if the truck is loaded from another source.
- Client agrees to notify Texcalibur Logistics, LLC before 9:00am EST on the day the truck or trucks are available for dispatch and advise Texcalibur of any immediate status change or delays. If you do not give the proper notice that the truck is no longer available, you may be subject to a \$50 fine that MUST be paid before we can accept any further opportunities for the truck.
- Client agrees that if a higher line haul rate is needed for the shipmen they will notify Texcalibur Logistics LLC, dispatcher before the load is secured. Once the carrier tells the dispatcher at Texcalibur Logistics, LLC, they will accept the shipment at a specific rate, this is a verbal acceptance and the load is secured. Should the Carrier back out or ask for more money after the load has been secured, there will be a penalty of \$50 for the first occurrence, \$100 for the second occurrence that must be paid before we can accept another load on the carrier's behalf. If this happens more than twice (2), Texcalibur Logistics, LLC has the right to terminate the agreement between Texcalibur Logistics, LLC, and the carrier.
- Client agrees that they will advise Texcalibur Logistics, LLC in a timely fashion should the client not be available for dispatch more than 1 day at a time. (If you are not working for any amount of time, please let us know ASAP so that we do not plan any loads for you truck)
- Client has the right to end agreement at any time for any reason as long as client account is up to date with no fees being owed.

6. Disclaimer

Texcalibur Logistics, LLC is NOT responsible for:

1. Billing issues
2. Load problems
3. Advances (all advances will have to be handle directly between Client and shipper/broker)
4. Handling and storage of paperwork (all documents will be sent to the client unless other arrangements are made.)
5. DOT compliance issues.
6. SPIKE insurance.

7. Governing Law

This agreement shall be governed by and constructed in accordance with the law of the State of Texas without giving effect to any choice of law or conflict of laws provision rule (whether the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Texas.

8. Jurisdictions and Venue

Texcalibur Logistics, LLC, and Client hereby consent to and agree to submit to the jurisdiction of the federal and State courts location in Harris County, Texas in connection with any claims or controversies arising out of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be effective as of the day, month and year first written above.

Carrier: _____

TEXCALIBUR LOGISTICS, LLC

By: _____
Name: (must be company officer)
Title: _____

By: _____
Name: _____
Title: _____

Multiple Truck Operation Form

Please complete this form if you are a trucking company with more than one (1) truck working under your Authority.

Truck#	Trailer #	TYPE TRLR	Max Weight	Driver	Cell Number

Notes:

1. Does the assigned driver have the right to make load decision for you?
2. Does the Driver need to have a copy of the load Confirmation?
3. Do we need to do the initial dispatch of the driver, or will you?
4. Other:

Limited Power of Attorney

This Limited Power of Attorney (the "Agreement") is made and effective

_____ (Date)

_____ (Carrier) with an MC or DOT number of _____, has made and appointed, and by these presents does make and appoint Texcalibur Logistics, LLC, true and lawful attorney for _____ (carrier), place and stead, for the limited and specific purpose of contracting loads of freight to be hauled by _____ (Carrier), giving and granting Texcalibur Logistics, LLC, full power and authority to do and perform all and every act and anything 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 attorney shall lawfully do or cause to be done by virtue thereof.

This is power of Attorney is to remain in full force and effect until revoked by me in writing. Such Revocation is to be mailed to Texcalibur Logistics, LLC, 5225 Katy fwy suite 460 Houston TX, 77007 or Faxed to (713)465-1985.

CARRIER/COMPANY

NAME: _____

Signature: _____ Print

Name: _____

Title: _____

Date: _____

Witness:

Signature: _____ Printed Name: _____

Title: _____ Date: _____

TEXCALIBUR LOGISTICS, LLC

5225 Katy fwy suite 460
Houston, TX



Carrier Set- up Requirements

Welcome to Texcalibur Logistics, LLC. Your Dispatcher is _____. Please have the appropriate authorized person complete, sign and return the following items by email to ___@tx-logistics.com

To Sign on with Texcalibur:

- Dispatch Agreement
- Limited Power of Attorney
- Company/Carrier Profile
- Driver Information Sheet (Please complete one for each driver/feet unit)
- Truck/ Trailer Assignments

To Start Your Dispatching Services

- Copy of Carrier's Authority
- Copy of your DOT#
- Copy of your W-9
- Copy of insurance certificate. IMPORTANT: Please have your insurance agent list Texcalibur Logistics, LLC; as a Certificate Holder:

Texcalibur Logistics, LLC
5225 Katy Fwy Suite 460 Houston TX 77007.

We require \$100,000 in Cargo and \$1,000,000 in Liability.

Once your paperwork is processed, you will be contacted promptly with all pertinent information. For questions/concerns regarding Texcalibur Logistics, LLC, requirements please contact your Dispatcher or call the Corporate off at 713-465-1996.

Thank you for choosing Texcalibur Logistics, LLC.