

Carrier Operating Agreement - Hamby United MC Management

Promotional/Discount summary:

- **First Load will be free as long as trial continues for the next 2 subsequent loads as of the approval of this operating agreement.**
- **Secured approval to lower standard 10% fee to 8%**

Reminder: This is not a long term contractual obligation, the only obligated hauls to be arranged by the MC manager Hamby Utd. will be the 1st one agreed upon after this agreement is approved, and the subsequent 2 hauls after.

Required Documents to Begin Services

To begin dispatching services and secure loads for you, please provide the following **(these will be uploaded in this intake form)**

Copy of your MC Authority

Copy of your insurance certificate and insurance company contact information

Signed W-9

Blank NOA from Factoring Co.

Factoring company name, address, and phone number

Signed Service Agreement (To be electronically approved at the end of the this intake form)

Invoices will be sent to the location you specify. You will pay only the invoiced amount — there are no hidden fees.

Carrier Information (All provided in this intake form submitted)

- Company Name: _____
- Address: _____
- City: _____ State: _____ Zip: _____
- Company Phone: _____
- Cell Phone: _____
- Fax: _____

Insurance Information (All provided in this intake form submitted)

- Insurance Company: _____
- Phone: _____
- Contact Person: _____

Factoring Company Information (All provided in this intake form submitted)

- Company: _____
- Address: _____
- City: _____ State: _____ Zip: _____
- Contact/Phone: _____

All service fees are collected at the time each load transaction is completed.

Freight Specialist–Carrier Operating Agreement

This Agreement is made **on the date of signature approval on this intake form**, between **Hamby United LLC** (“MC Manager”) and the Carrier.

MC Manager provides dispatch services and assists with communication and paperwork between shippers, brokers, and the carrier to help secure freight.

CARRIER is a duly authorized Motor Contract Carrier operating under federal regulations.

In consideration of the terms below, both parties agree as follows:

1. Responsibilities of MC Manager

MC Manager agrees to:

- Handle paperwork and communication with shippers and brokers on behalf of the carrier.
- Request and secure loads within the carrier's operating authority.
- Assist with receiving and submitting rate confirmations, load details, and billing documents.

MC Manager is **not** financially or legally responsible for agreements made between carriers and shippers/brokers.

2. Responsibilities of CARRIER

CARRIER agrees to:

- Pay MC Manager **8%** of the face value of each load as shown on the rate confirmation. •

Pay the MC Manager fee at the time the load is delivered.

- Authorize MC Manager to sign rate confirmations, invoices, and documents related to securing freight and billing.

- Comply with all federal and state regulations related to motor carrier operations. •

Be responsible for cargo while in carrier's possession, including any loss or damage. •

Hold MC Manager harmless from claims related to carrier operations.

The agreement remains active until terminated by either party with **7 days written notice**.

3. Shipper/Broker Payments

- Shippers or brokers will pay the carrier promptly after receiving the freight bill and proof of delivery.
- Load confirmations will be provided via email, signed by , and returned to the shipper or broker.
- Shipment details and payment amounts will always be agreed upon before accepting a load.

4. Non-Solicitation & Protection of Freight Specialist 's Customer Base

CARRIER acknowledges that MC Manager has developed valuable business relationships with shippers, receivers, and brokers.

Therefore, the carrier agrees:

- Not to directly or indirectly solicit, communicate with, or perform services for any MC Manager-provided customer during this agreement and for **two (2) years** after termination, unless approved in writing.
- Not to share, disclose, or transfer customer information to any outside party.

If the carrier directly works with a MC Manager-provided customer without approval:

- Carrier must pay Freight Specialist **10% of all revenue** earned from that customer, payable within 10 days of each violation.

5. Arbitration

Any dispute will be resolved through **binding arbitration** in the State of

____Alabama_____.

6. General Terms

- CARRIER will operate as a contract carrier and waives tariff rate provisions.
- This agreement becomes effective on the date the parties begin conducting business together.
- This contract represents the full understanding between both parties.

Signatures

Hamby United LLC

By: *Christopher Casey*

Title: Vice President of Operations

Date: **Date of signed terms approval by carrier**

CARRIER

Carrier notates their company name and title as well as the full name of the carrier's signatory on the intake form

The signature provided and submitted on the intake form counts as the authorized signature on this Carrier Operating Agreement

Date: Approved as of the date signed on the intake form

Limited Power of Attorney

I “ Carrier Name as placed in intake form” , appoint **Hamby United LLC** as my lawful agent for the following purposes:

- Transferring documents
- Accepting loads
- Communicating with customers
- Discussing accounts and invoices

Communication may occur via phone, email, fax, or mail.

Name: as placed in intake form

The signature provided and submitted on the intake form counts as the authorized signature on this Limited Power Of Attorney

Date: Approved as of the date signed on the intake form

MC#: As entered by carrier on our intake form