



## DISPATCH + CARRIER AGREEMENT

This AGREEMENT made as of this \_\_\_\_\_ day of \_\_\_\_\_ 2020 by and between **MSKTRKS Logistics LLC** and \_\_\_\_\_, license by the FMCSA as an interstate carrier of property holding authority, MC# \_\_\_\_\_ and/or DOT# \_\_\_\_\_. The DISPATCH 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:

### 1. DOCUMENTS

CARRIER must present MSKTRKS Logistics with the following documents prior to the implementation of this agreement, either via email at [Dispatch@msktrks.com](mailto:Dispatch@msktrks.com) or by fax at (307)338-2491:

- \_\_\_\_\_ Dispatch Carrier Agreement
- \_\_\_\_\_ Copy of Client's Authority (MC Permit)
- \_\_\_\_\_ Credit Card Authorization Form
- \_\_\_\_\_ A signed W-9 form
- \_\_\_\_\_ Copy of Owner Operator's and Driver's Driver License
- \_\_\_\_\_ Limited Power of Attorney form
- \_\_\_\_\_ Certificate of Insurance listing **MSKTRKS Logistics LLC** as a Certificate holder. Our address is **5830E 2ND ST, STE. 7000 #2019, Casper WY 82609**.\*\*\*We require at least \$1,000,000 in liability and at least \$100,000 in Cargo Coverage\*\*\*

### 2. RELATIONSHIP

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

### 3. TERM

The term of this AGREEMENT shall be effective as of the date hereof, and shall continue thereafter for a term of (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 party to another.

### 4. DISPATCH SERVICE METHOD

DISPATCH's objective is to design a pro-active logistic plan a week in advance, based on CARRIER's territory preference. The plan is influence by the current situation on the market and/or region, in order to take advantage of the most profitable loads. DISPATCH's 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, DISPATCH will send all necessary and required supporting documents to broker/shipper. Once the load

Owner's Initial: ZG  
 Owner's Initial: KB  
 Carrier Initials: \_\_\_\_\_

confirmation is received, it is forward to CARRIER, for it's records. DISPATCH agrees to "assist" CARRIER with any load issues, road assistance, advances, paperwork, and/or billing issues.

## 5. RATE PLAN

### PERCENTAGE PLAN

*Dispatch service for a flat fee of **10%** of the load confirmation. This fee will be reduced by 3% if Carrier completes and enrolls for Factoring with Triumph by completing the forms included in this packet.*

## 6. DEPOSIT

The CARRIER agrees to pay DISPATCH a deposit of Five Hundred (\$500.00) Dollars which is required to be paid before the initial dispatch and will also serve as payment towards your last week of service.

## 7. COMPENSATION

The amount due to DISPATCH, will be automatically deducted from a Debit/Credit Card provided by CARRIER on this agreement. By the end of the business day Wednesday of the same week. DISPATCH will charge the Debit/Credit Card on file for the agreed service rendered, or if the CARRIER chooses to be invoiced then CARRIER agrees to pay the invoice within 4 hours, the invoice can be paid via ACH, Credit/Debit Card, PayPal, or Square . CARRIER will be compensated directly from brokers/shippers handling the load, or from a factoring company chosen by CARRIER.

## 8. NON-SOLICIATATION

CARRIER agrees that it will not solicit traffic from any shipper, consignor, or customer of DISPATCH where the CARRIER transports loads, or is made aware of such traffic, as a result of DISPATCH's efforts. It is further agreed that this non-solicitation 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 DISPATCH 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.

## 9. BILLS OF LADING

Each shipment will be evidenced 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 for the goods. CARRIER must send a copy to dispatch upon receipt of the BOL with all the pages and then again after the BOL has been signed by the receiver all pages must be included.

## 10. 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.

Owner's Initial: ZG

Owner's Initial: KB

Carrier Initials: \_\_\_\_\_

**10. 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 in a professional manner at all times and shall ascertain and comply with all of Customer's facility rules and regulations while on Customer's premises.

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

**12. SUB-CONTRACT PROHIBITION**

CARRIER specifically agrees that all freight tendered to it by DISPATCH 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 DISPATCH.

**13. INDEMNIFICATION**

CARRIER agrees to indemnify, defend and hold DISPATCH and its customer (including their officers, directors, employees, subcontractors and agents) harmless from and against any and all liabilities, damage, fines, penalties, costs, claims, demands and expenses of whatever type or nature. CARRIER shall be responsible for and agrees to indemnify DISPATCH 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.

**14. GOVERNING LAW, JURISDICTIONS AND VENUE**

This agreement shall be governed by and constructed in accordance with laws of the state of Wyoming both as interpretation and performance. DISPATCH and CARRIER hereby consent to and agree to submit to the jurisdiction of the federal and State courts located in Natrona County, Wyoming in connection with any claims or controversies arising out of this Agreement.

**15. 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.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first above written.

**DISPATCH:**

**CARRIER:**

Company: **MSKTRKS Logistics LLC**

Signature: \_\_\_\_\_

(Print): Zenaida R. Garcia

Signature: \_\_\_\_\_

(Print): Kandyce S. Bennett

Signature: \_\_\_\_\_

Print: \_\_\_\_\_

Owner's Initial: ZG

Owner's Initial: KB

Carrier Initials: \_\_\_\_\_

## DUTIES & OBLIGATIONS

### DISPATCHER DUTIES:

1. Book loads on the CARRIER's behalf.
2. Send rate confirmation to CARRIER by 6pm.
3. Find freight that best matches the CARRIER's profile.
4. Upon the CARRIER agreeing to the load DISPATCH will fax to the shipper/broker the CARRIER's Authority, W-9, proof of insurance, order insurance certificates if required and any other required supporting documentation.
5. Handle the setting of the appointments if necessary.
6. Prepare directions to shipper/consignee if necessary.
7. Provide access to our rates and shippers depending on the location of the truck.
8. Assist with any problems that arise in the transit of the load when necessary, within our capabilities. Carriers is responsible for their own equipment, we can direct you to a service that may be helpful.
9. All load information is available to the CARRIER at all times, MSKTRKS Logistics will hold on to the dispatch, accessorial information, etc. until the load is completed.
10. Upon forwarding the final load confirmation, and mailing all documentation to the CARRIER, the services of MSKTRKS Logistics have been fully preformed.
11. Book and communicate load information to drivers between 8am and 11pm Monday - Friday. CARRIER will reach out to the broker for any issues regarding the load after 11:00 pm.

### OBLIGATIONS OF DISPATCHER

1. DISPATCH agrees to handle paperwork, phone, ans fax to and from the Broker or Shipper to tender commodities or shipments to CARRIER for transportation in interstate commerce by CARRIER between points and places within the scope of CARRIER's operating authority.
2. DISPATCH bears no financial or legal responsibility in the transaction between the Shipper , CARRIER agreement.
3. DISPATCH will:
  - a. Make a 100% effort to keep CARRIER' s truck loaded.
  - b. CARRIER will be contacted about every load we find offer, and the driver will Accept or Reject the load. CARRIER cannot cancel once the load is booked.
  - c. Invoice the CARRIER at time of service, also provide a copy of each load Confirmation Sheet, CARRIER is being billed for.
  - d. Send invoices to factoring company as long as the factoring company is the preferred factoring vendor. Ask for additional details.

### OBLIGATIONS OF CARRIER AND DRIVER

CARRIER gives **MSKTRKS Logistics** power of attorney and authority to provide his/her signature for rate confirmation sheets, invoices and associated paperwork necessary for securing cargo and billing purposes.

CARRIER agrees to collect payment from the Shipper promptly, following receipt of a freight bill and proof of delivery of each shipment to its assigned destination, free of damage or shortage. The amount to be paid by Shipper to CARRIER shall be established between the parties on a per shipment basis prior to commencement of each individual shipment. A load confirmation including details of shipment and revenue to be paid will be supplied via FAX or EMAIL by Shipper to CARRIER. Confirmation will be signed by MSKTRKS Logistics and returned via FAX or EMAIL to Shipper.

In the event of a breakdown, CARRIER is responsible for contacting roadside. We recommend signing up with a roadside company and issuing that contact info to your driver. CARRIER is responsible for payment of any needed repairs.

CARRIER nor driver is allowed to cancel once a load is booked. CARRIER is responsible for obtaining all permits.

Owner's Initial: ZB  
Owner's Initial: KB  
Carrier Initials:

## LOADING PROCEDURE

Commercial vehicles must be loaded in such a manner as to prevent its cargo from leaking, spilling, blowing or falling from the vehicle. The cargo must be immobilized or secured to prevent shifting to the extent that the vehicle's stability or maneuverability is affected. All vehicle structures, systems, parts and components used to secure cargo must be in proper working order with no damaged or weakened components that will adversely affect their performance. Cargo must be firmly immobilized or secured on or within a vehicle by structures of adequate strength, dunnage or dunnage bags, shoring bars, tie-downs or a combination of these. Articles of cargo that are likely to roll must be restrained by chocks, wedges, a cradle or equivalent means to prevent rolling. Federal regulations provide for specific means of securing logs, building products, metal coils, paper rolls, concrete pipes, intermodal containers, automobiles, heavy equipment, crushed vehicles, and boulders. Cargo must be secured so that when a vehicle decelerates at a rate of 20 feet per second, the cargo will remain on the vehicle and will not penetrate the vehicle's front-end structure. Any vehicle having a load or component which extends beyond the sides more than 4 inches or more than 4 feet beyond the rear must have the extremities marked with a red or orange fluorescent warning flag. If the projecting load is 2 feet in width or less, only one flag is required at the extreme rear of the load. If the projecting load is greater than 2 feet in width, two flags must be used at the extreme width and length on each side of the load.

## RESPONSABILITIES FOR PROPER LOADING

A driver cannot operate a commercial vehicle unless (1) the cargo is properly distributed and adequately secured, (2) the means of fastening the cargo is secured, and (3) the cargo does not obscure the driver's view or interfere with the movement of his arms or legs. A driver must assure himself that the load is adequately secured before he drives the vehicle and must examine the cargo and its load-securing devices within the first 50 miles after beginning a trip and adjust the load-securing devices as needed. The driver must also reexamine the cargo and its securing devices when he makes a change of his duty status, after the vehicle has been driven for three hours, or after the vehicle has been driven 150 miles whichever comes first. The load inspection procedures do not apply to a sealed trailer when the driver has been ordered not to open it or to a trailer that has been loaded in a manner that makes inspection of the cargo impracticable.

If a member of the public is injured because of improperly loaded cargo, both the shipper who loaded the cargo and the CARRIER may be held liable for the injury. A shipper that assumes responsibility for loading the vehicle can be held liable for improperly securing a load under a common law theory of negligence, and federal regulations will provide evidence of the proper standard of care to be utilized by the shipper in loading the vehicle. When the driver himself is injured in an accident, the shipper cannot be held liable for the improper loading of the vehicle unless the loading defects are latent and concealed and cannot be discerned by ordinary observation by the agents of the CARRIER. In determining if the defect in loading is patent and should have been discovered by the driver, a court will take into consideration the experience of the driver and whether the driver is given assurances by the shipper's employees that there is no defect in the loading of the cargo. A motor CARRIER cannot be held liable for improperly loading a sealed trailer since the driver does not have the opportunity to inspect the load. When a person is injured during the loading or unloading process at the shipper or consignee's facility, the trucking company's liability will be determined according to the rules applicable to the facility owner, and the company will be subject to the same liability or freedom from liability as the owner.

## DISCLAIMER

(Dispatch service) is NOT responsible for:

1. Billing Issues - **Unless enrolled with preferred factoring company.**
2. Load problems
3. Advances (All advances will have to be handled directly between CARRIER and Shipper / Broker). **Unless enrolled with preferred factoring company.**
4. Handling and storage of paperwork (All documents will be sent to CARRIER unless other arrangements are made)
5. DOT compliance issues.
6. SPIKE INSURANCE

**Owner's Initial: ZB**  
**Owner's Initial: KB**  
**Carrier Initials: \_\_\_\_**

# Company Profile

*Instructions: Please complete this form giving us all the information. 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.*

## 1. Carrier Information

**Company (DBA):** \_\_\_\_\_

**Address:** \_\_\_\_\_ **ST** \_\_\_\_\_ **Zip** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_ **Phone#:**(\_\_\_\_)\_\_\_\_ - \_\_\_\_\_

**Email:** \_\_\_\_\_ **Fax#:**(\_\_\_\_)\_\_\_\_ - \_\_\_\_\_

**MC#:** \_\_\_\_\_ **DOT#:** \_\_\_\_\_

**EIN/SS#:** \_\_\_\_\_ **SCAC#:** \_\_\_\_\_

**TWIC:** \_\_\_\_\_ **Hazmat:** \_\_\_\_\_

## 2. EQUIPMENT SECTION

# of Trucks: \_\_\_\_\_ [Company \_\_\_\_\_ + Owner Operator \_\_\_\_\_]

# of Trailers: \_\_\_\_\_ Van \_\_\_\_\_ Reefer \_\_\_\_\_ Flatbed \_\_\_\_\_ Other \_\_\_\_\_

Additional Info:

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Owner's Initial: ZG

Owner's Initial: KB

Carrier Initials: \_\_\_\_\_

**TRUCK & DRIVER(S) INFO**

TRUCK #	TRAILER #	TYPE	YEAR	DRIVER	PHONE

**3.SERVICE AREAS OF OPERATION** *(please check all that apply)*

**48 States** \_\_\_\_\_

AL  AR  AZ  CA  CO  CT  DE  FL  GA  IA  ID  IL  IN  
 KS  KY  LA  MA  MD  ME  MI  MO  MN  MS  
 MT  NC  ND  NE  NH  NJ  NM  NV  NY  OH  
 OK  OR  PA  RI  SC  SD  TN  TX  UT  VA  
 VT  WA  WI  WV  WY

**4. RATE OF HAUL INFORMATION**

Please provide us your ideal (reasonable) rate information. We understand that many factors will change this information, but this will give us a starting point.

**Ideal Mile Rate:** \$ \_\_\_\_ . \_\_\_\_ (V) \$ \_\_\_\_ . \_\_\_\_ (R) \$ \_\_\_\_ . \_\_\_\_ (F)

**ADDITIONAL PREFERENCES:**

Owner's Initial: ZG  
 Owner's Initial: KB  
 Carrier Initials: \_\_\_\_\_

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### 5. FACTORING INFORMATION

If you use factoring service, please provide the following information. This will ensure that we only use brokers approved by your factoring company.

**Factoring Service:** \_\_\_\_\_

**Web:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **ST** \_\_\_\_\_ **Zip** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Phone #:** (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

**Fax#:** (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

### 6. Insurance Information

Please provide us with your insurance contact information, where we can request certificate of insurance with specific holders. (i.e. brokers and/or shippers)

**Insurance Carrier:** \_\_\_\_\_

**Web:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **ST** \_\_\_\_\_ **Zip** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Phone #:**(\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

**Fax #:**(\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

### 7. Referral

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

**Name:** \_\_\_\_\_

**Cell#:** (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

**Name:** \_\_\_\_\_

**Cell#:** (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

**Name:** \_\_\_\_\_

**Cell#:** (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

### 8. Additional Information

Owner's Initial: ZG

Owner's Initial: KB

Carrier Initials: \_\_\_\_\_



Please use the section bellow to better describe your company. Include special terms and conditions of most importance and everything we have to consider while searching and taking the loads for you.

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Owner's Initial: ZG  
Owner's Initial: KB  
Carrier Initials: \_\_\_\_\_



5830 E 2ND ST, STE. 7000 #2019 Casper WY 82609  
Phone # 866-740-2005  
[www.msktrks.com](http://www.msktrks.com)

### One Time Credit Card Payment Authorization Form

Sign and complete this form to authorize **MSKTRKS Logistics LLC** to make a one time debit to your credit card listed below.

By signing this form you give us permission to debit your account for the amount indicated on or after the indicated date. This is permission for a single transaction only, and does not provide authorization for any additional unrelated debits or credits to your account.

#### Please complete the information below:

I \_\_\_\_\_ authorize **MSKTRKS Logistics LLC** to charge my credit card

(full name)

account indicated below for \$500 on or after \_\_\_\_\_ . This payment is for  
(amount) (date)

Dispatch Service Security Deposit  
(description of goods/services)

Billing Address \_\_\_\_\_

Phone# \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Email \_\_\_\_\_

Account Type: Visa      MasterCard      AMEX      Discover

Cardholder Name \_\_\_\_\_

Account Number \_\_\_\_\_

Expiration Date \_\_\_\_\_

CVV2 (3 digit number on back of Visa/MC, 4 digits on front of AMEX) \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

I authorize the above named business to charge the credit card indicated in this authorization form according to the terms outlined above. This payment authorization is for the goods/services described above, for the amount indicated above only, and is valid for one time use only. I certify that I am an authorized user of this credit card and that I will not dispute the payment with my credit card company; so long as the transaction corresponds to the terms indicated in this form. THERE ARE NO REFUNDS FOR GOODS OR SERVICES.

## LIMITED POWER OF ATTORNEY

This Limited Power of Attorney (the AGREEMENT) is made effective on \_\_\_\_\_ (date) between: **MSKTRKS Logistics LLC** hereinafter called DISPATCH a company established under the laws of the State of Wyoming, and hereinafter called CARRIER, motor carrier company with MC # \_\_\_\_\_ and/or DOT # \_\_\_\_\_ CARRIER hereby appoints DISPATCH as my Attorney-in-Fact (AGENT). DISPATCH's agents shall have full power and authority to act on my behalf. This power and authority shall authorize DISPATCH 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. DISPATCH 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. DISPATCH shall not be liable for any loss that results from a judgment error that was made in good faith. However, DISPATCH 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 DISPATCH to indemnify and hold harmless any third 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 send via e-mail 10 days in advance to DISPATCH to [Dispatch@msktrks.com](mailto:Dispatch@msktrks.com) IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date below.

**DISPATCH: *MSKTRKS Logistics LLC***

**CARRIER**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print: Zenaida R. Garcia

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print: Kandyce S. Bennett

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_



**APPLICATION**

**ATTN: Whitney Smith**  
**Direct: 915.331.1609**  
**Cell: (915) 504-5504**

COMPANY INFORMATION					
<i>Business Name</i>		<i>Referred By:</i>		<i>Date Established</i>	
<i>Street Address</i>				<i>MC Number or US DOT Number</i>	
<i>City</i>		<i>State</i>		<i>Zip</i>	
<i>Federal Tax ID Number</i>					
<i>Phone</i>	<i>Fax</i>	<i>Type of Business:</i> <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Corporation -- <input type="checkbox"/> "S" <input type="checkbox"/> "C" <input type="checkbox"/> LLC <input type="checkbox"/> Partnership			
<i>Email</i>		<i>Carrier Authority (check all that apply):</i> <input type="checkbox"/> Common <input type="checkbox"/> Contract <input type="checkbox"/> Brokerage <input type="checkbox"/> Other`			
<i>Company Trucks</i>		<i>Owner Operators</i>		<i>Trailer Type (check all that apply):</i> <input type="checkbox"/> Dry Van <input type="checkbox"/> Refrigerated <input type="checkbox"/> Flatbed <input type="checkbox"/> Container <input type="checkbox"/> Other	
<i>Do you Factor or finance accounts receivable?</i> <input type="checkbox"/> Yes <input type="checkbox"/> No <small>(If Yes, with whom)</small>		<i>Average Monthly Sales</i>		<i>Accounts Receivable</i>	<i>Avg Invoice Size</i>
<i>Pending liens/judgments?</i> <input type="checkbox"/> Yes <input type="checkbox"/> No <small>(If Yes, explain)</small>		<i>Current on all taxes?</i> <input type="checkbox"/> Yes <input type="checkbox"/> No <small>(If No, explain)</small>		<i>Ever file bankruptcy?</i> <input type="checkbox"/> Yes <input type="checkbox"/> No <small>(If Yes, date)</small>	
OWNERS - IMPORTANT INFORMATION					
I hereby certify that all information provided on this Application is accurate and complete to the best of my knowledge. I authorize Advance Business Capital LLC dba Triumph Business Capital ("TRIUMPH") to procure credit reports, verifications and other information which, in its sole discretion, is deemed appropriate for completing its credit evaluation. I further provide continuing authorization for any person or business to release any and all credit reports or verifications to TRIUMPH.					
<i>Full Legal Name</i>		<i>Position</i>		<i>Ownership Percent</i>	
<i>Home Address</i>		<i>Date of Birth</i>		<i>Social Security Nbr.</i>	
<i>City</i>		<i>State</i>		<i>Zip</i>	<i>Phone - Home</i>
<i>Phone - Cell</i>					
<i>Signature</i>		<i>Date</i>		<i>Email</i>	
<i>Full Legal Name</i>		<i>Position</i>		<i>Ownership Percent</i>	
<i>Home Address</i>		<i>Date of Birth</i>		<i>Social Security Nbr.</i>	
<i>City</i>		<i>State</i>		<i>Zip</i>	<i>Phone - Home</i>
<i>Phone - Cell</i>					
<i>Hard Signature (Signature &amp; date must be handwritten)</i>		<i>Date</i>		<i>Email</i>	
INFORMATION SHARING					
By affirmatively checking the box below, I further acknowledge that TRIUMPH may share credit information, operating reports and other financial information with its affiliates for the purpose of evaluating other financial product offerings.					
<input type="checkbox"/> Yes, TRIUMPH may share information with its affiliates.					

You can also scan and email back to me at [wsmith@tbcap.com](mailto:wsmith@tbcap.com) Please  
 include a copy of each owner's driver's license and the  
 Articles of Organization (if applicable).  
 Thank you for choosing Triumph Business Capital to be your factoring partner.

Dispatcher Payment Authorization Form

\_\_\_\_\_ (Date)

I, \_\_\_\_\_, of, \_\_\_\_\_ ("Carrier") authorize Triumph Business Capital ("Factoring Company") to withhold funds from my factored invoices to satisfy the dispatch fee agreed upon between the Carrier and Dispatch Agent. Funds will be disbursed to Dispatch Agent in the form of an ACH transfer and remitted to Dispatch Agent in accordance with the instructions below:

**Dispatch Agent:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Bank Name:** \_\_\_\_\_

**Routing Number:** \_\_\_\_\_

**Account Number:** \_\_\_\_\_

**Name on Account:** \_\_\_\_\_

**Deduction Instructions**

\_\_\_\_\_ % or \$ \_\_\_\_\_ per invoice

**Carrier authorizes Dispatch Agent to receive information or perform actions on behalf of Carrier as follows:**

- Submit Funding Requests to Factoring Company
- Receive Carrier's MyTriumph Login Credentials
- Receive Reports from Factoring Company
- Request Fuel Advances
- Confirm and Update Carrier Contact Information
- Submit Credit Requests on Behalf of Carrier

I understand these instructions will remain in effect until such time as I notify Factoring Company, in writing, that I wish to cancel this authorization. Authorization to cancel or revisions to these instructions may only be made by an owner of Carrier.

\_\_\_\_\_ (Carrier)

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Printed Name)

