

CARRIER SET-UP REQUIREMENTS

Welcome to Regional Transportation Dispatching Service. Please review all documentation and have the appropriate authorized person complete, sign and return the following items by email to dispatch@ussfreight.com or fax to 806-214-1459.

Completed documentation needed:

Dispatch Agreement

Limited Power of Attorney

Company/Carrier Profile

Driver Information Sheet (Please complete one for each driver/fleet unit.)

Truck/Trailer Assignments

Documentation needed to start New Carrier Authority Setup and Dispatching Services:

Copy of Carrier's Authority Letter

Copy of your DOT#

Copy of your W-9

Copy of Current Drivers License

Copy of the SS4 Form Articles of Organization

Copy of Insurance Master Certificate

Factoring Company Information with contact name.

TO WHOM THIS MAY CONCERN,

Listed below is a list of the documentation we will need from you, so we can start dispatching your trucks.

1. FMCSA Carrier Authority Letter with your MC number on it.
2. Copy of your USDOT# Letter
3. Copy of your W-9
4. Factoring company information, with your account contact name and phone number.
5. Copy of Cab Card Registration
6. Truck Unit Number(s) and VIN number(s)
7. Trailer Unit Number(s) and Vin number(s)
8. Copy of NY, KY, OR and NM Truck Permit(s)
9. Copy of Insurance Master Certificate
10. Copy of your insurance certificate.
11. SS4 form from the IRS with your company name and company address on it.
12. ARTICLES OF ORGANIZATION letter from the state in which your company became an LLC and/or Incorporated in. (This only applies if your company is a LLC and/or isIncorporated.)

We highly recommend in the trucking industry to have either an LLC and/ or Incorporated company if you don't currently have one setup. This will help protect your personal assets and give you more great tax benefits, please consult your local Tax Accountant and/or CPA for more information.

For questions or concerns regarding Regional Transportation requirements please contact Curtis Tuey at 806-567-2515, or the Corporate Office at 806-731-4750.

Thank you for choosing Regional Transportation Brokerage Inc, and Dispatching Service!

Regional Transportation gives all our carriers the Peace of Mind they need so they can do what they do

best by driving your way to success.

Now more than ever before Owner Operators and Small Carrier Fleets are using Regional Transportation Dispatching Carrier

Services to help minimize their daily office operational overhead costs, that optimizes their efficiency in time

management, which maximizes their company profitability.

Services We Provide - Our Services do the complicated and timely office work for you.

1. 1. We research and find the right loads for our carrier partner trucks to haul, by utilizing our current shipper partners and our network of freight brokers.
2. Then our highly skilled dispatching freight agents will negotiate the best current market rates on the loads.
3. Credit Acquires
 - a. Regional Transportation credit department will then acquire a credit check on all shippers and authorized freight brokers by the FMCSA. This gives all our carrier partners the PEACE OF MIND to ensure they will be paid for the services they do for shippers and authorized freight brokers
4. Next, we will book the load on our carrier's behalf. (after carrier's approval)
5. We fill out all the necessary paperwork (Carrier Setup Packets) so you can move any load. This will save all our carrier partners valuable time in their day.
6. Setup load Fuel Advances if needed.
7. Then our dispatchers will send the carriers all the load information to pick up the load at the shipper, and deliver the load to the receiver.
8. We will help driver with any load directions or finding roadside assistance if carrier breaks down.
9. We do all your Invoicing\Billing\Collections. After the carrier has picked up the load from the shipper, we start processing the paperwork for the billing of that load. We make sure that all our carriers get paid for all the loads that they haul. We will also submit all load paperwork to your factoring company.

Let us take care of those time-consuming calls and emails to ensure you get your full settlements for the hard work you do!

10. Weekly\Monthly revenue reports.

11. We will file all your IFTA paperwork and all other required filings to keep you current and up to date with

the FMCSA and the USDOT.

12. Carrier Support 24/7.

We help your company and your drivers stay DOT and FMCSA Compliant. We keep our carrier partners updated on

Dispatcher Carrier Agreement

This Agreement is made this _____ day of _____, 20____, by and between Regional Transportation, hereafter referred to as DISPATCHER, and _____ (Company Contact) Motor Carrier _____ (Company Name) Carrier MC # _____.

Hereinafter referred to as CARRIER. WHEREAS, DISPATCHER is a transportation dispatcher handling the necessary paperwork between a SHIPPERS and the CARRIER in order to secure "CARGO" for said CARRIER. Carrier Company Tax ID # _____.

WHEREAS, CARRIER is a Motor CONTRACT Carrier subject to the jurisdiction of the ICC and FMCSA:

NOW, THEREFORE, in consideration of the promises and covenants hereinafter contained it is mutually agreed by and between parties hereto as follows:

OBLIGATIONS OF DISPATCHER

Regional Transportation will:

1. Find freight that best matches parameters of the Client.
2. Upon the Client approval, Regional Transportation Dispatch will email to shipper/broker the Client's credentials (Authority, W-9, Insurance, Profile, References) and any additional information needed to set up and secure the load.
3. Handle the setting of appointments if necessary (depending on agreement).
4. Assist with directions or any problems that arise in the transit of the load (when necessary) within our capabilities (depending on service agreement). Client is responsible for own equipment, hours of service requirements and costs related to operations.
5. All load information is available to Client at all times, Regional Transportation Dispatch will hold onto the load information until completed. Depending on scope of service Regional Transportation Dispatch will invoice factor/shipper/broker as agreed upon in scale of service. Once completed Regional Transportation Dispatch will keep all documents on file unless otherwise stated or needed by client. If client requires documents to be mailed, then client is responsible for document shipping costs.
6. Regional Transportation Dispatch can handle any and all invoicing, collections, etc. for the Client for a fee or as agreed upon in scale of service.

Pg.5

7. Regional Transportation Dispatch can assist in helping you set up factoring if needed as well as fuel advances depending on scale of service. This is offered through our partnership factoring services, separate from Regional Transportation Dispatching.

8. DISPATCHER bears no financial or legal responsibility in the transaction between the SHIPPERS and CARRIER agreement.

9. It is the Driver/Client responsibility to fully read and review all dispatching paperwork on any load agreed upon to ensure the integrity of the load and requirements are met.

10. DISPATCHER is not responsible for hours of service. Drivers/Companies are required to legally maintain and abide by the FMCSA rules and regulations to hours of service. Client will not hold Regional Transportation Dispatch/Regional Transportation Lines Inc/ Regional Transportation Brokerage Inc.

responsible for any legal matters regarding Hours of Service. It is the driver's responsibility before they are dispatched on a load to check their hours of service available to ensure the load can be successfully delivered safely and legally to meet FMCSA requirements.

Dispatcher Carrier Agreement

OBLIGATIONS OF CARRIER

Provide the following:

1. A signed Limited Power of Attorney form.
 2. Copy of Client's Authority.
 3. Proof of Insurance Certificates
 4. A signed W-9.
 5. This Agreement form completed, dated, and signed.
 6. A list of established references.
 7. A completed Company Profile Sheet.
 8. Cell phone or contact phone number and name of main company contact(s).
- CARRIER agrees to pay DISPATCHER (7.0%) percent of the face value of loads and will cap at (\$350.00) a flat rate dispatching service fee as listed in attachment A for additional dispatching services, CARRIER as stated on the load confirmation sheet. Carrier further agrees to pay DISPATCHER at time of securing cargo if being billed on a per load basis unless prior credit arrangements have been established.
 - CARRIER agrees to pay DISPATCHER within 24 hours after load has delivered.
 - CARRIER agrees to pay a weekly payment for Regional Transportation Brokerage Inc and Dispatching Service (7.0%) percent of the face value of loads and will cap at (\$350.00) Payments must be paid weekly and by per truck dispatched. A Dispatching Service fee will only be charged when truck(s) is dispatched on any load within a Monday through Sunday billing period. Regional Transportation will not be held liable for any minimum amount of freight quotes by carrier.
 - Payments can be made directly from CARRIER factoring company or by Debit Card, Credit Card, or Bank Transfer.
 - CARRIER agrees to exclusively use Regional Transportation and will not engage in using competing dispatching services while this agreement is in place, unless otherwise noted in Addendum Agreement.
 - CARRIER gives DISPATCHER authority to provide his signature for rate confirmation sheets, invoices and associated paperwork necessary for securing cargo and billing purposes. The terms of this agreement shall be perpetual, provided that either party may terminate same by giving 30 days' written notice to the other.

Pg.7

- SHIPPER agrees to pay CARRIER 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 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 EMAIL by SHIPPER to CARRIER. Confirmation will be signed by DISPATCHER and returned via EMAIL to SHIPPER

- CARRIER shall be liable for loss, damage, or liability occasioned by the transportation of property arranged by DISPATCHER, SHIPPER while in the possession of carrier.

- CARRIER will be responsible to comply with all applicable state and federal regulations pertaining to the operation of a motor carrier.

- 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 and collection issues as well as hours of services.

- CARRIER agrees to hold DISPATCHER, BROKER, SHIPPER harmless from any liability for personal injury or property damage occurring during operation conducted by CARRIER pursuant to this agreement. In no event will Regional Transportation be liable for any incidental, consequential, or indirect damages for the loss of profits, or business interruption arising out of this agreement.

- Client agrees to notify Regional Transportation Dispatch before 8:00 CST on the day the truck or trucks are available for dispatch and advise of any immediate status change or delays. IF 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 they will give a 24 hour advance notice should the client not be available for dispatch. (If you need scheduled time off and/or not working for any amount of time, please let us know ASAP so we do not plan any loads for your truck.)

CARRIER and DISPATCHER agree that DISPATCHER, at great expense, has developed a broad

customer base of shippers, receivers, and brokers that is essential to the successful operations of his

company. CARRIER and DISPATCHER agree that disclosure of the identity of one or more of the

companies said customers to CARRIER constitutes valuable consideration. During the term of this

AGREEMENT and for a period of two (2) years from its termination, CARRIER shall not, directly or

indirectly, solicit or do business involving transportation or of a warehousing nature with any the companies customers who are serviced by CARRIER as a result of this AGREEMENT unless otherwise agreed by the parties in writing.

Carrier acknowledges that the customer information being provided by DISPATCHER is the sole

Pg.8

and exclusive property of DISPATCHER and that neither it, nor any employee, agent, or subcontractor shall back-solicit, directly or indirectly, communicate or perform any service for compensations for any account of DISPATCHER which has previously tendered to CARRIER for

transportation, nor shall it pass on or reveal any customer information obtained to any other person or company.

Solicitation prohibited under this AGREEMENT means participation in any conduct, whether direct

or indirect, the purpose of which involves transportation and/or handling of property by CARRIER

for which CARRIER does, or did in the past, provide such service for that customer under arrangements first made or procured

by DISPATCHER. Solicitation includes conduct initiated or induced by CARRIER, or accepted by

CARRIER, upon inducement by DISPATCHER efforts.

If CARRIER should perform services of a transportation or warehousing nature for compensation for

any DISPATCHER customer without prior documented authorization from DISPATCHER during the

applicable time period in violation of this AGREEMENT, CARRIER shall pay to DISPATCHER within

ten (10) days of each such violation an amount equal to (10%) of all revenues invoiced by CARRIER

to the solicited customer. Where a dispute or disagreement arises, both parties agree to tender the

issue to binding arbitration in the jurisdiction of Federal and State courts located in Franklin County in the state MISSOURI.

CARRIER acknowledges that a breach of this provision will give rise to immediate and irreparable

injury to DISPATCHER, which is inadequately compensated in damages. Accordingly, CARRIER

agrees that DISPATCHER is entitled to obtain injunctive relief against the breach or threatened breach by CARRIER of this obligation, in addition to any other legal remedies, which may be available.

CARRIER further acknowledges that the precise damages DISPATCHER would sustain out of any breach of this covenant may be difficult to ascertain and agrees that it shall pay as damages,

twenty-five (25) percent of the aggregate of all rates and charges assessed by CARRIER for transportation services provided to any account of DISPATCHER that is handled in contravention

Pg.9

of this agreement, plus liquidated damages of ten thousand (\$10,000.00) dollars.

CARRIER agrees that it will function under terms of this agreement strictly as duly permitted contract carrier, and hereby waves any and all rate provisions, which may be contained in its published carrier tariffs.

This agreement shall be deemed to be effective on the first date that CARRIER, DISPATCHER, and

SHIPPER commence business together, and the parties hereby agree that the provisions herein properly express and memorialize the complete understanding as contained in any prior agreement

either written or verbal. If CARRIER chooses to terminate this agreement, then signed 30-day notification of cancellation must be received by Regional Transportation Dispatching. CARRIER shall not, directly or indirectly, solicit or do business involving transportation or of a warehousing nature with any the companies customers who are serviced by CARRIER as a result of this AGREEMENT unless

otherwise agreed by the parties in writing, for the period of two (2) years from its termination,

Dispatcher

Signature

Printed Name and Title

Motor Carrier

X _____
Signature

Printed Name and Title

___ / ___ / ___
Date

Regional Transportation
2310 W Osage Street Ste. 4
Pacific, MO 63069
(636)
dispatch@regionaltr.com
www.regionaltr.com

___ / ___ / ___
Date

Regional Transportation Dispatching Service

Limited Power of Attorney

Company_____

Name:_____

Address:_____

City:_____

State: Zip Code:_____

Phone:_____

Contact:_____

I, , hereby appoint Regional Transportation of 2310 W Osage Street Pacific, MO 63069, as my Attorney-in-Fact ("Regional Transp ").

Regional Transportation shall have full power and

Pg.11

authority to act on my behalf. This power and authority shall authorize Regional Transportation 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. Regional Transportation. powers shall include, but not be limited to, the power to:

- Contact shippers and brokers on my behalf for any type of freight cargo.
- Transfer of Paperwork (Carrier Setup Packets, Rate Confirmation, Invoices, Bill of Ladings, Lumper Receipts, Proof of Delivery, and any other Documents) to move any freight cargo for shippers and, or any authorized brokers.
- Sign and Execute Rate Confirmations for freight.
- Transfer of Carrier Company Credentials (W-9, FMCSA Authority Documents, Carrier Cargo and Liability Certificate of Insurance, SS-4 Form, and Carrier Company Credentials, and other Documents) to move freight and, or cargo for shippers, and any authorized freight and, or cargo brokers.
- Submitting load documents for carrier (Bill of Lading, Proof of Delivery, Rate Confirmation, Lumper Receipts, Invoices, and all other Load Documents Required) to shippers, brokers, and, or current carrier factoring company for payment of delivered load.
- Invoicing, Factoring Processing, Fuel Advance Processing, Accounts Receivables and Collection Calls.
- Any Processing requirements for the FMCSA (New Carrier Authority Setups and Filings, IFTA taxes, FORM 2290, Quarterly Filing, UCR, MC150, BOC3, IRP, Cab Card Registration, Drug Consortium Review, Compliance.)

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.

Regional Transportation shall not be liable for any loss that results from a judgment error that was made in good faith. However, USS Freight Brokerage Inc. authorized Regional Transportations 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 my Regional Transportation to indemnify and hold harmless any third party who accepts and acts under this document. Regional Transportation shall be entitled to reasonable compensation for any services provided. Regional Transportation shall be entitled to reimbursement of all reasonable expenses incurred in connection with this Power of Attorney. Regional Transportation shall provide an accounting for all acts performed as my Freight Dispatcher, if I so request or if such a request is made by any authorized personal representative or fiduciary acting on my behalf. This Power of Attorney shall become effective immediately and shall not be affected by my disability or lack of mental competence, except as may be provided otherwise by an applicable state statute.

This is a Durable Power of Attorney. This Power of Attorney shall continue effective for (24 Months). This Power of Attorney may be revoked by me at any time by providing (30 Days) written notice to Regional Transportation.

Pg.12

Dated _____, 20__

Company Name _____

XSignature _____

Printed Name and Title _____

CARRIER PROFILE FORM

Carrier Name _____

Motor Carrier # USDOT # Tax ID # - _____

Contact Names: _____

Phone: Cell: Fax: _____

Emergency #: Email: _____

Physical Address: _____

City: State: Zip: _____

Mailing Address: _____

City: State: Zip: _____

Number of Trailers: _____

Type of Trailer Equipment

26' Box Trucks: _____ / 30' Hotshot Flatbeds _____ / 40' Hotshot Flatbeds: _____ / 53' Dry

Vans: _____ / 48' Reefers: _____ / 53' Reefers: _____ 48' Flatbeds: _____ / 48'

Step-Decks: _____ / 53' Flatbeds: _____ / 53' Step-decks: _____ / Other Trailers: _____

Max Cargo Weight to be loaded on Trailers: _____ / / / /

Truck Equipment Status

Number of Owner Operators: _____ / Number of Company Drivers: _____ / Number of trucks with Team Drivers: / _____

Number of Sleeper Trucks: _____ / Number of Day-cab Trucks: _____ / Number of Other Trucks: _____ /

Do you use a Factoring Company: Yes / No /

(Please complete the below information if you use a factoring company)

Factoring Company Information

Factoring Company Name: _____ Account Rep: _____

Billing Address: _____ Phone: _____

City: _____ State: _____ Zip: _____ Fax: _____

Billing Email: _____

Factoring Company Portal Website: _____

Portal Access Username: _____

Portal Access Password: _____

Any factoring company portal access from Regional Transportation will only be used to check credit for approval on loads and to submit any delivered load paperwork to ensure you get paid on the load you delivered.

Pg.13

Any additional notes or

comments: _____

DRIVER & EQUIPMENT FORM

Company Name: _____ MC# _____
First Name of Driver: _____ Driver Last Name: _____
DOB _____ Cell Phone _____ Email: _____
CDL# _____ /State _____ /Class _____
/Non-CDL# _____ /State _____ /Class _____
License Expiration Date: _____
Years of OTR CDL Experience _____ Years of Reefer Experience _____
Years of Flatbed Experience _____
Truck Data # _____ of _____ .
Year _____ Make _____ Model _____
License Plate # _____ State _____
VIN# _____ Unit# _____
Trailer Data # _____ of _____ .
Year _____ Make _____ Model _____
License Plate # State _____
Trailer Type: 40' Hotshot Trailer _____ / 53' Dry Van _____ / 53' Reefer _____ / 48' Flatbed
_____ / 53' Flatbed /
48' Step-Deck _____ / 53' Step-Deck _____ / Other Trailer Type _____
VIN#e _____ Unit#e _____
Other Notes and
Comments: _____

PRINICAL AND/OR OWNER INFORMATION

Name: _____ Phone: _____ Number _____

Pg.14

Address(If Different from main Company) _____

PLEASE EMAIL COMPLETED FORM TO CARRIER COMPLIANCE: dispatch@regionaltr.com

Print more copies if needed