



SUB-DISPATCHER/ASSOCIATE AGREEMENT

This Sub-Dispatcher/Associate Agreement (this "Agreement") is made and entered into as of _____, 20____ (the "Effective Date"), by and between Exodus Dispatching and Associates and (Sub-Dispatcher/Associate).

WHEREAS, Exodus Dispatching and Associates desires to offer its already contracted carriers to Sub-Dispatcher/Associate for the purpose of finding and possibly booking loads.

WHEREAS, Sub-Dispatcher/Associate desires to search for, find and book loads for Exodus Dispatching and Associates

WHEREAS, in consideration of the above premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- Exodus Dispatching and Associates agrees to provide Sub-Dispatcher/Associate with assigned carriers from its database of contracted carriers. **Limited 3-5 per Sub-Dispatcher/Associate in the beginning.**
- **Sub-Dispatcher/Associate must be enrolled members of the DISPATCHER 101 Training platform to qualify.**
- Sub-Dispatcher/Associate agrees to search for, find and book loads using its own resources or those resources provided to Sub-Dispatcher/Associate from the Dispatcher 101 Training platform.
- Exodus Dispatching and Associates will provide Sub-Dispatcher/Associate the following documents (if Sub-Dispatcher/Associate is completely booking loads):
 - **Carrier Profile Sheet**
 - **Carrier's W-9**
 - **MC Authority Certificate**
 - **Certificate of Insurance**
 - **Notice of Assignment (if applicable)**
- Exodus Dispatching and Associates and Sub-Dispatcher/Associate agree to a **50/50 commission split** of the profits made from booking the loads.
- Sub-Dispatchers/Associates will be paid via debit or credit card or other available payment options indicated in the invoice, usually PayPal or Square.
- Sub-Dispatcher/Associate is **required** to email Exodus Dispatching and Associates copies of all correspondences from brokers/shippers during the entire booking process so that all parties will be transparent in the booking process. **For example: rate cons.**

Term

This Agreement shall begin on the date specified on the first page of this Agreement and shall continue until terminated by either party under this Agreement. This Agreement may be executed by the parties in counterparts, each of which shall be deemed to be original, and all such counterparts shall constitute one and the same instrument. Signatures transmitted electronically, by email and by fax shall be valid as originals.

Termination

Either party may terminate the Agreement with 7 days written notice to the other party. This Agreement shall also be terminated should either party make an assignment for the benefit of creditors, or commences or has commenced against it any proceedings in bankruptcy, insolvency, or reorganization.

Relationship of Parties

Sub-Dispatcher/Associate and Exodus Dispatching and Associate are independent contractors and nothing in this Agreement shall create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. Sub-Dispatcher/Associate has no authority to make or accept any offers or representations on behalf of Exodus Dispatching and Associate. Parties agree not to make any statement that might reasonably contradict anything in this paragraph.

Indemnification

Sub-Dispatcher/Associate irrevocably covenants, promises, and agrees to indemnify and hold harmless Exodus Dispatching and Associates, its agents, subsidiaries, affiliates, and their directors, officers, employees, agents, shareholders, partners, members, and other owners from and against any and all losses, claims, expenses, suits, damages, costs, demands or liabilities, arising from any and all claims and lawsuits.

Amendments

Exodus Dispatching and Associates reserves the right to change any conditions of this Agreement with 7 days' notice to Sub-Dispatcher/Associate by email.

Severance

In the event that any term or provision of this Agreement shall, for any reason, be held invalid, illegal, or unenforceable in any respect, the remaining terms and provisions of this Agreement shall survive and this Agreement shall be interpreted and construed as if such term or provision, to the extent it has been held invalid, illegal, or unenforceable, had never been contained herein.

Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter thereof and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties, and this Agreement may not be modified, altered, or amended except by a written agreement signed by both parties or their duly appointed representatives.

Assignment

This Agreement may not be assigned by the Sub-Dispatcher/Associate without prior written approval by Exodus Dispatching and Associates.

By signing below, I fully understand and accept the terms of this agreement.

Sub-Dispatcher/Associate: _____

Print Name: _____

Signature: _____ **Date:** _____

Company: EXODUS DISPATCHING AND ASSOCIATES **Print Name:** _____

Signature: _____ **Date:** _____