



Hello!!

Thank you for checking out our website. I founded Eclipse Transervices Corporation in 1992 near Virginia, Nebraska. In August of 1997, we moved our operation to Beatrice, Nebraska. We offer a variety of services to shippers, traders, receivers, and trucking companies. Among them are transportation brokering, transportation and management consultation, factoring, computer and Internet services, compliance auditing, equipment leasing, hopper trailer rentals, and other related services. Eclipse is a member of the Nebraska Trucking Association and I have served on its Board of Directors for several years.

Being a licensed and bonded freight broker, we provide service throughout the United States and Canada. Our time-tested relationships with our shippers and authorized carriers allow us to provide transportation solutions for nearly every need. We specialize in dry bulk and organic transportation, but we also have experience and contacts in most areas of truck transportation.

My background in truck transportation began in 1974. I have owned and managed fleets with hoppers, pneumatics, tanks, vans, reefers, and flatbeds in a number of managerial positions for both global and regional carriers in a number of geographical areas. This experience and knowledge is utilized to recommend options for any movement, large or small, to provide the service and administration needed to surpass the requirements. I have a very talented staff and support team.

Earl Miner has also been in the transportation industry for over 30 years in a variety of managerial positions throughout the country. Earl began at Eclipse in 1992 and soon worked his way to be the Executive Vice President of the company. He also administers our computer network and web sites and can make recommendations for hardware, software, and related services to our customers. He has led Eclipse's progressive moves to protect the integrity of organic commodities, and providing reports to our customers.

Marci York joined our company in 1998, and Sheri Zulauf in 2004. They are very proficient truck transportation brokers. They coordinate loads with our 800+ authorized carriers nearly every day and advise our customers of any delays or problems that arise.

Jennifer and Derreck Furse are Operations Managers specializing in Dedicated Dispatch for our dedicated owner operator fleet pulling hoppers and end dumps and broker loads to our approved Brokered Truck Owner Operators. Hopper trailers are available for rent or lease at our Beatrice, NE location.

Mark Warren, and Brian Simpson provide customer service as it relates to our billing and payable departments, invoicing via email & regular mail, digital imaging, processing quick pay options to our trucks, monitoring the compliance of our customers and carriers, and qualifying new customers and carriers to our organization.

Our website www.eclipsetrans.com contains information useful to dry bulk and organic traders and truckers in addition to our LoadManager load and truck web posting system shows loads and trucks we have available. Our dispatchers are connected to the Internet with a T-1 line, which gives them the ability to communicate quickly with customers and truckers alike via websites or email when a telephone call isn't necessary. Eclipse also provides digital imaging services and maintains digital images of all shipping and receiving documents for several years. We also offer billing via email to eliminate mail time, lost & damaged mail, and paper handling with files you can review, print if you need it, or store in your server immediately as a PDF file. We will continue to utilize the cutting edge of technology to ensure our ability to provide the best service we can.

References are available upon request. Should you have any specific needs or questions, please let us know. We appreciate your interest in us and look forward to the opportunity to serve you.

Sincerely,
Ron J. Menci
President

Voice 402.223.2411

Fax 402.223.2401



In order for us to comply with Interstate Commerce Commission regulations, we need to have copies of the following documents:

- _____ Carrier Information Page
- _____ Copy of ICC Authority
- _____ W-9 with Federal ID Number
- _____ Broker Carrier Agreement
- _____ Dedicated Dispatch Agreement
- _____ Carrier Certification Regarding Clean Trailers
- _____ Carrier Certification Regarding Mammalian Protein Products
- _____ Dedicated Dispatch Responsibilities and Procedures Form
- _____ Liability Insurance Certificate, Eclipse Transervices Corporation listed as Certificate Holder
- _____ Cargo Insurance Certificate -Broad Form or All Risk Coverage, Eclipse Transervices Corporation listed as Certificate Holder
- _____ Worker's Compensation Certificate or Worker's Compensation Waiver Form
- _____ Weekly Settlement Options
- _____ Copy of Voided Check for doing ACH (Direct Deposit)
- _____ Copy of Owners Drivers License

In order to serve you better, we would appreciate your completing the following information:

Company Name: _____

Billing/Payable Address: _____

City: _____ State: _____ Zip Code _____

Office Number: _____ Fax Number: _____

After Hours Number: _____ Company Web Site: _____

ICC Authority: Common Contract Broker FMCA / MC# _____

Federal Tax ID#: _____

Organization Type: (circle one) Corporation Individual/Sole prop. Partnership LLC Other _____

Owner's Social Security Number _____ Drivers License # _____

Contact Name: _____ Cell Number: _____

E-Mail Address: _____

2nd Contact Name: _____ Cell Number: _____

E-Mail Address: _____

of Company Tractors: _____ # of Independent Contractors: _____

Of Trailers: __Hoppers __Conv. Hoppers __End Dumps __Flats __Live Bottoms __Pneumatics __ Vans __ Reefers

Do you use a Factoring Company? _____ YES _____ NO

Who did you speak with at Eclipse Transervices Corp? _____

Voice: 402.223.2411

Fax: 402.223.2401



Weekly Settlement Options

Please select payment option (circle one)

Check by Mail

ACH (Direct Deposit) - No Service Fee (voided check required)

Wire Transfer - \$10.00 Service Fee

T-Chek - \$10.00 Service Fee

24 Hour Quick Pay - Payment made within 24 Hours for 2% Service Fee. Available By Check, ACH, Wire, or T-Check
*** All fuel and advances are deducted to the day of the Quick Pay

How do you want your settlement information sent to you? (circle one)

Mail _____ Fax _____ Email _____

Authorization for Automatic Direct Deposit or Wire Transfer (Voided Check required for processing)

Company Name _____

Account Information

Bank Name _____ Branch _____

Address _____ City _____ State _____ ZIP _____

Contact _____ Phone Number _____

Account Number _____

Routing Number _____

I/We authorize Eclipse Transervices Corp to initiate credit entries, and, if necessary, to initiate any debit entries to correct erroneous credit entries, to my/our account at the BANK (identified above), for the purpose of automatically depositing funds into my/our account. I/We acknowledge that the origination of these transactions must comply with provisions of U.S. Law. I also acknowledge the accounts receivables for above company are not assigned to a receivable or factoring service.

Authorized Signature _____ Printed Name _____

Title _____ Date _____

New Authorization Change in Previous Termination

I/We understand that this authorization replaces any previous authorization and will remain in full force and effect until Eclipse Transervices Corp has received written notification from me (or either of us) of its termination in such time and in such manner as to afford Eclipse Transervices and BANK a reasonable opportunity to act on it.

Authorized Signature _____ Printed Name _____

Title _____ Date _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

| | | |
|---|--|---|
| Print or type See Specific Instructions on page 2. | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. | |
| | 2 Business name/disregarded entity name, if different from above | |
| | 3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____ | |
| | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i> | |
| | 5 Address (number, street, and apt. or suite no.) | Requester's name and address (optional) |
| | 6 City, state, and ZIP code | |
| | 7 List account number(s) here (optional) | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

| | | | | | | | | | |
|---------------------------------------|--|--|--|--|--|--|--|--|--|
| Social security number | | | | | | | | | |
| | | | | | | | | | |
| or | | | | | | | | | |
| Employer identification number | | | | | | | | | |
| | | | | | | | | | |

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

| | | |
|------------------|----------------------------|--------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



BROKER-CARRIER AGREEMENT

This Master Transportation Contract, hereby referred to as a "BROKER-CARRIER AGREEMENT" or "AGREEMENT," effective as of _____, 20____ ("Effective Date"), is made by and between Eclipse Transervices Corporation, of 513 Court Street, 2nd Floor, P.O. Box 68, Beatrice, NE 68310-0068, a licensed transportation broker, MC-254050, who controls the transportation of its customers' freight (hereafter, "BROKER") and _____, of _____ a licensed motor carrier, MC-_____, who provides transportation and related services under contract (hereafter "CARRIER") in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

Performance of Services: CARRIER agrees to meet BROKER's distinct transit and pricing requirements agreed to by the parties from time to time after the Effective Date, as confirmed verbally or by the BROKER's issuance of a Load Confirmation. CARRIER agrees that CARRIER is an Independent Contractor of the BROKER, CARRIER must load and unload as specified. Failure to do so may cause monetary cost to the customer or BROKER, which may be passed on to the CARRIER. The BROKER is the CARRIER'S customer for each load. CARRIER will not attempt to contact or invoice a customer of the BROKER directly, with the exception of asking directions for loading or unloading facilities.

Clean Trailers: All trailers and tarps must be clean before loading to prevent contamination. In addition, any trailer hauling mammalian protein products must be reported to the BROKER prior to loading and strict compliance of FDA Regulation 21 CFR Part 589.2000 is required.

Term: The term of this contract shall commence on _____, 20____, and shall continue in effect until the BROKER-CARRIER AGREEMENT is terminated by either BROKER or CARRIER, by giving Thirty (30) days prior written notice to the other party.

Compensation: BROKER will issue a "Load Confirmation" to serve as an addendum to this contract for each load specifying rates and other service requirements particular to that Load. Loads that are assigned verbally are confirmed by a "Load Confirmation" whenever possible via fax or email. CARRIER will not perform a service that is contrary to this document without prior approval from BROKER and a new "Load Confirmation" forwarded. BROKER shall pay CARRIER within thirty (30) days after Broker's receipt of CARRIER'S invoice, Shipper's bill of lading, fully & legibly signed proof of delivery, and other documents as required by BROKER or shipper. Accelerated payment options are available by separate agreement. Shipments with potential claims or shortages may not be paid until settled in full with the customer.

Insurance: The CARRIER shall at all times maintain the following types of insurance with coverage minimums in the amounts set forth below:

1. **Liability:** The CARRIER shall at all times maintain general and auto liability coverage covering all losses associated with the transportation services provided hereunder, with a minimum coverage of \$1 million per occurrence.
2. **Cargo:** The CARRIER shall maintain property/casualty insurance and other liquid assets to cover the loss of any cargo for any reason while in the custody and control of the CARRIER, with minimum coverage of \$100,000.00 per occurrence. Cargo coverage must cover all types of commodities without exclusion. If CARRIER carries a deductible or is self-insured for all or part the CARRIER and its owners personally, guaranty to make payment for any amount not covered by their insurance carrier within 7 days of a loss.
3. **Workers compensation:** The CARRIER will maintain coverage as required by their state law. If their state has no required coverage or the carrier is exempt, a separate letter of explanation must be included as and addendum to this AGREEMENT, CARRIER holds harmless from any claim because of non-coverage to BROKER or it's customers.



CARRIER shall provide BROKER with certificate of insurance, naming the BROKER as certificate holder and additional insured on the document, within 3 days of signing this agreement and shall notify BROKER in writing prior to any changes to such policies or coverage. In the event of a potential claim or loss, CARRIER will report it immediately to the BROKER by phone before allowing the truck to leave the facility to minimize liability. CARRIER will submit all documents and information to support the claim to the applicable insurance company immediately, with a copy of the claim filing to the BROKER. CARRIER shall, in any event, be solely responsible for any loss or damage to the cargo while in CARRIER'S possession or while in the possession of the CARRIER'S agents or designees. In the event of default by CARRIER of any of the provisions of this AGREEMENT, including, but not limited to failure to furnish or maintain insurance, BROKER shall have the right to withhold or set off any payment owing to BROKER or received from shippers which BROKER is obligated to pay CARRIER and said right of withholding or exercise payments owing to BROKER or received from shippers which BROKER is obligated to pay CARRIER and said right of withholding or exercise of any and all other remedies which BROKER may have at law or in equity against CARRIER. CARRIER agrees that any receivables due BROKER can be held as collateral for any unpaid settlements or as reverse payables for against invoices due until the BROKER is paid in full.

CARRIER agrees that it will not back solicit traffic during the term of this agreement or for a period of two years following the expiration or cancellation of this agreement from any shipper, consignor, consignee or customer of BROKER where the availability of such traffic first became known to the CARRIER as a result of BROKER'S efforts or the traffic was first tendered to the CARRIER by the BROKER. CARRIER agrees to pay BROKER twenty per cent (20%) of billed revenue on each load of such back solicitation for the period of twenty-four (24) months from first occurrence of each violation.

CARRIER'S and BROKER'S right and obligation under this Contract for contract carriage, except as otherwise provided in this Contract, shall be governed by the rules and regulations pertaining to transportation of general commodities by Motor Carrier as promulgated by the Federal Highway Administrations and the State of Nebraska. The provisions of this BROKER-CARRIER AGREEMENT shall be binding upon, inure to the benefit of and apply to the respective heirs, executors, administrators, successors and assigns of the parties hereto. Should any part of this agreement be deemed invalid or unenforceable for any reason, the remainder of the agreement shall not be affected and all terms thereof shall continue in force, so long as the basic purpose of the agreement is not made unlawful, made impossible or substantially impaired. This BROKER-CARRIER AGREEMENT shall be governed and enforced in the State of Nebraska with the venue being in Gage County, Nebraska.

Third Party Carriers: CARRIER shall not allow a third party carrier to transport any load of goods brokered to CARRIER by BROKER without BROKER's prior express written consent, in which as the third party carrier must first sign a transportation contract with BROKER similar to the foregoing or if CARRIER had become an "Authorized Broker" for the BROKER and have executed a BROKER-CARRIER AGREEMENT with the BROKER prior to assignment. In any event, the CARRIER is responsible and liable for any and all actions of a third party carrier as if they were their own.

SIGNED AND AGREED BY:

BROKER
By: _____
Printed Name: _____
Title: _____
Date Signed: _____

CARRIER
Authorized Signature: _____
Printed Name: _____
Title: _____
Date Signed: _____



ECLIPSE TRANSERVICES CORPORATION DEDICATED DISPATCH AGREEMENT

This DISPATCH AGREEMENT made on _____, 20____, by and between Eclipse Transservices Corporation, hereinafter referred to as BROKER, located at 513 East Court Street, 2nd Floor, P. O. Box 68, Beatrice, NE 68310-0068 and _____, hereinafter referred to as CONTRACTOR, located at _____.

WITNESSETH:

1. BROKER is a broker authorized by the Federal Motor Carrier Safety Administration by Permit Number MC254050 to provide transportation of property under contract with shippers and receivers and brokers of general commodities, and
2. CONTRACTOR is the owner of the tractor and trailer equipment and is duly authorized and empowered to
3. execute this agreement and is a motor contract carrier of property authorized by the Federal Motor Carrier Safety Administration by Permit Number MC _____ to provide transportation of property under contract with shippers and receivers and brokers of general commodities.
4. This DISPATCH AGREEMENT represents the contract agreement between the two parties.

NOW THEREFORE, in consideration of the representation made herein, the parties agree as follows:

1. BROKER will provide dispatch services and freight to CONTRACTOR.
2. CONTRACTOR certifies that equipment subject to this DISPATCH AGREEMENT meets U.S. Department of Transportation (DOT) safety requirements and standards.
3. CONTRACTOR agrees to comply with all safety regulations required by the Department of Transportation and the various States in which operations are conducted.
4. In consideration for hauling under this DISPATCH AGREEMENT, CONTRACTOR agrees that the BROKER will withhold 10% for these services, or that BROKER will compensate CONTRACTOR in the amount of 90% of gross revenues for each load confirmation form.
5. Payment will be made each Friday for loads received by the previous Tuesday which is the cutoff date, upon submission of the NECESSARY DOCUMENTS concerning a trip in the service of CONTRACTOR, including all original bill of lading, origin and destination scale tickets, proof of delivery, clean trailer & organic certificates, washouts, and any accident or loss reports. Payment to CONTRACTOR shall be made contingent upon submission of all original NECESSARY DOCUMENTS to which no exceptions have been taken or bulk loads with supporting documentation with no more than a 250 pound weight discrepancy or any type of claim. To ensure compliance, each driver should always ask for 2 sets of original paperwork at origin, one set for us and one set for the receiver. If they have just one, ask them to make a copy of each document for you. Proof of delivery is a must. This is accomplished by accepting an original of any documents produced such as a scale ticket AND have them legibly sign our copy of the original bill of lading from the receiver. For loads that are blind-billed ask your dispatcher for special instructions. Failure to comply can result in payments being held for the load until BROKER is paid for the load.
6. CONTRACTOR may elect to exercise the following faster payment option on single or all loads. A 1-day term is available at an extra 2% of the gross revenue. Bank wires, T-Checks, UPS mailing, and ACH payments are available at the prevailing charge applicable at the time of service.
7. BROKER Trailers are also available by a separate rental agreement.
8. CONTRACTOR has a legal obligation and the responsibility to maintain liability and cargo insurance coverage for the protection of the public as required by Federal Motor Carrier Safety Administration regulations under 49 U.S.C. 10927, as amended by Public Law 104-88.

9. CONTRACTOR is responsible for providing all fuel, meals and lodging, insurance, repairs, and maintenance to tractor and trailer, tolls, ferries, detention, etc. necessary in the operation of equipment while under this agreement. If it becomes necessary for BROKER to pay or provide any item that CONTRACTOR is responsible for, BROKER has the right to deduct such cost from CONTRACTOR's compensation at the time of payment or settlement. If such deduction becomes necessary, then BROKER will provide CONTRACTOR with a full explanation and/or documentation as to how the amount of each item is to be computed. The CONTRACTOR is not required to purchase or rent any products, equipment, or services from BROKER as a condition of entering into this DISPATCH AGREEMENT.
10. It is the duty of CONTRACTOR to properly determine the condition of the freight at the time such freight is picked up from the shipper, and a further duty to transport the shipment to its destination in as nearly that same condition as when it was picked-up. CONTRACTOR will inspect all shipments at the time of loading and mark any exceptions or conditions on the bill of lading or receipt. At the destination, CONTRACTOR will again inspect the freight with the consignee and mark on the delivery receipt any exceptions to the condition or damages or loss to the shipment that occurred during transit. Delivery receipts will be turned in to BROKER as part of the documentation required for payment. BROKER has a right to deduct for damages of freight in transit caused by CONTRACTOR and not reimbursed by insurance. BROKER will provide a written explanation and itemization of any deductions for cargo or property damage made from compensation to CONTRACTOR.
11. It is agreed that the services of CONTRACTOR under the terms of this DISPATCH AGREEMENT are that of an independent contractor and that no "employee-employer" relationship exists between BROKER and CONTRACTOR. CONTRACTOR is therefore responsible for providing it's own insurance, employment and income taxes, federal and state compliance costs, and liability issues, etc. Further, any drivers or employees of CONTRACTOR are the complete responsibility of CONTRACTOR.
12. CONTRACTOR agrees to pay BROKER a reasonable administrative fee for the performance of services performed by BROKER on CONTRACTOR's behalf. Such services may include, but not limited to, wire transfers, fuel card fees, making advancements on behalf of CONTRACTOR, processing claims, etc. Said fee shall be set by BROKER and shall be due and payable within the next settlement period and then deducted.
13. CONTRACTOR agrees to keep all loading, unloading, and rate information confidential to keep our commitment of confidentiality to our loading customers. Failure to do so can result in a fine or penalty or termination of this agreement. Our customers do not want their competitors or ours to know their contacts or rates and risk losing the business. CONTRACTOR agrees to pay BROKER the agreed percentage of this agreement should they solicit loads or movements they come to know about from BROKER within two (2) years from the termination of this DISPATCH AGREEMENT.
14. This DISPATCH AGREEMENT may be cancelled by at any time by either BROKER or CONTRACTOR. It is agreed that any loads in transit or booked ahead will be delivered prior to cancellation and all required paperwork will be turned in prior to final settlement. Any costs incurred by BROKER to complete the delivery of a load in transit or have booked loads covered by another truck, will be charged to CONTRACTOR.
15. This DISPATCH AGREEMENT is to become effective _____, 20____, and shall remain in effect for a period of one year from such date, and from year to year thereafter, subject to the right of either party hereto to cancel or terminate the DISPATCH AGREEMENT at any time. CONTRACTOR shall not assign this DISPATCH AGREEMENT or any rights or obligations hereunder to anyone without the prior written consent of BROKER.
16. The provisions of this DISPATCH AGREEMENT shall be binding and apply to the respective heirs, executors, administrators, successors and assigns of the parties hereto. Should any part of this agreement be deemed invalid or unenforceable for any reason, the remainder of the agreement shall not be affected and all terms thereof shall continue in force, so long as the basic purpose of the agreement is not made unlawful, made impossible or substantially impaired.
17. This DISPATCH AGREEMENT shall be governed by and construed in accordance with the laws of the State of Nebraska. CONTRACTOR consents to the jurisdiction of any state or federal court of general jurisdiction, which sits in or has jurisdiction over the county in which BROKER has its principal place of business with respect to any proceedings arising out of this DISPATCH AGREEMENT. CONTRACTOR agrees that mailing to its last known address by Registered Mail of any process shall constitute lawful and valid process.

IN WITNESS WHEREOF, this agreement has been entered into and executed by duly authorized representatives of CONTRACTOR and BROKER.

(BROKER)

Eclipse Transervices Corporation
513 East Court Street – 2nd Floor

P. O. Box 68
Beatrice, NE 68310-0068

(sign) _____

(CONTRACTOR)

(print) _____

(Address) _____

(Date) _____



Carrier Certification Regarding Clean Trailers

As a matter of good practice, carriers should always provide a clean trailer for its customer's products to be transported in. This form is to advise you that Eclipse Transervices Corporation always expects a clean trailer, tarp, or any other part of your equipment that is exposed to or comes in contact with the products hauled. By signing and returning this form, the carrier agrees and certifies that this expectation will be met.

All Drivers, Independent Contractors, and/or Carriers assigned a shipment from Eclipse Transervices Corporation must thoroughly clean out their trailer(s) between shipments to prevent commingling or cross-contamination of products. Clean-out should always occur in a legal and responsible manner to ensure waste and/or flushing materials are disposed in accordance with the federal, state, and local regulations. Any Trailer previously used in the transportation of hazardous materials or mammalian protein products must exercise additional measures of care and compliance as specified by federal, state, and local regulations.

All Drivers, Independent Contractors, and/or Carriers will be responsible to complete the IP Clean Truck/Trailer Certificate prior to loading and must be turned in with carrier's invoice and paperwork for processing. In addition, the driver/owner operator is responsible to make sure all required information is included on the washout receipt before leaving the washout facility. Failure to do so may result in the load being refused or rejected at delivery.

- | | | |
|----------------------------|-------------------------------------|-----------------------------------|
| *Name of Washout Locations | *Street Address of Washout Location | *Phone Number of Washout Location |
| *Receipt # of Washout | *Type of Washout | *Date and Time of Washout |
| *Cost of Washout | *Trailer # | *Trailer License Tag # |
| *Carrier Company Name | *Driver Signature | |

This certification applies to all future shipments associated with Eclipse Transervices Corporation. Any claim, penalty, fine, or liability that arises from any non-compliance or contamination claim of any kind will be the sole responsibility of the assignee of the load and certificate to hold harmless Eclipse Transervices corporation of any liability and agrees to reimburse Eclipse Transervices Corporation within 7 days from any charges or liability incurred by Eclipse Transervices Corporation due to a violation of this agreement and certification.

I certify that the undersigned individual and company, jointly and severally, is knowledgeable and in compliance with all regulations pertaining to trailer washout requirements and will comply, by completely cleaning out its vehicles between shipments to prevent commingling or cross-contamination of products in a legal and responsible manner. The undersigned individual and company, jointly and severally, accepts full responsibility should commingling or cross-contamination of product(s) occur involving a shipment of Eclipse Transervices Corporation. I have the authority to make this certification.

Company Name

MC #

Company Address

Signature of Owner or Officer

Printed Name and Title

Date Signed



Carrier Certification – Notice of Written Policy Regarding Mammalian Protein Products - FDA Regulation 21 CFR Part 589.2000

In accordance with Regulation 21 CFR 589.2000, Eclipse Transervices Corporation has implemented the following written procedure, to ensure the highest level of service and keeping products free from contamination.

1. All carriers approved to haul for Eclipse Transervices Corporation are notified of this regulation and our written policy by receiving this document and become certified by signing and returning this document. It is understood that trailers must be swept or rinsed thoroughly between shipments and use of any method of clean-out that would expose the waste and/or flush materials to ruminant feed or exposed to ruminant animals is strictly prohibited.
2. All carriers acknowledge and agree that if they previously hauled a product subject to this regulation and have been assigned to load a shipment for Eclipse Transervices Corporation, they must notify Eclipse Transervices Corporation by notating such on their copy of our load confirmation and faxing it back to Eclipse at 402-223-2401 with supporting documents with clean-out and disposal information as specified below, prior to loading the shipment assigned.
 - A. If a commercial trailer washout facility is utilized, the driver will obtain a receipt and documentation that includes information regarding the facility's knowledge and liability to handle the waste and flush materials in accordance with federal regulations and forward it to the certified carrier for review, processing and authorization to load the next shipment.
 - B. If a commercial trailer washout facility is not utilized, the driver will provide documentation as to how cleanout is implemented, who is responsible, how the clean-out is monitored and verified, report the amount of clean-out and how it was monitored and verified, the volume of clean-out flush material used and how it was determined, and how the clean-out material is handled and disposed and forward it to the certified carrier for review, processing and authorization to load the next shipment.
3. A certified carrier will take all precautions necessary and follow all written policies in place to ensure that a driver will not load a shipment for Eclipse Transervices Corporation until authorized to do so and copies of the required documentation as required by FDA Regulations 21 CFR Part 589-2000 are faxed to Eclipse Transervices Corporation.
4. Documentation will be kept on file for a minimum of one year from time of shipment.

Carriers operating under their own authority, agree to comply with the written procedures as it pertains to Eclipse Transervices Corporation and to hold them harmless for non-compliance or contamination of any kind. It is understood that any trailer that is subject to this regulation will be notated on your copy of our load confirmation and faxed back to Eclipse Transervices Corporation with a copy of the wash-out and disposal information as specified above, prior to loading. If you have not hauled a load subject to FDA regulations, no special handling is required.

I certify that the undersigned individual and company, jointly and severally, is in compliance with 21 CFR 589.2000, and will continue to comply, by completely cleaning out its vehicles after transporting prohibited mammalian protein products and has and will follow written procedures to ensure its compliance. I have the authority to make this certification.

Carrier Name

Carrier Address

Signed and Certified by Owner or Officer

Printed Name of Owner or Officer

Title of Owner or Officer

Date Signed



Worker's Compensation Waiver Form

As a requirement to do business with Eclipse Transervices Corporation, all carriers must abide by the Worker's Compensation laws as a governed by their applicable state. To meet our requirements, Eclipse Transervices Corporation will need evidence that your company has an active Worker's Compensation policy. In the event that your company is not required to carry Worker's Compensation, you are required to sign the Indemnify and Hold Harmless statement below. Please send a copy of your certificate of insurance evidencing your Worker's Compensation coverage or sign this letter stating you are not required to carry it.

Company Name (Please Print) _____, understands and agrees that Eclipse Transervices Corporation is not a carrier and that no subcontractor relationship exists between our company and Eclipse Transervices Corporation. We further agree that we shall indemnify and hold harmless, Eclipse Transervices Corporation from all losses or incident with our employees, subcontractors and owner operators under the category of Employer's Liability.

Company Name: _____
Authorized Signature: _____
Printed Name: _____
Title: _____
Date Signed: _____



IDENTITY PRESERVED CLEAN TRUCK/TRAILER CERTIFICATE

The Driver/Owner Operator is Responsible for Proper Identification and Providing a Clean Trailer

Eclipse Confirmation # _____

Shipper/Producer's Name: _____ Date: _____

Shipper/Producer's Address: _____ City: _____ State: _____

Shipper/Producer's Phone Number: _____

Product: _____ Load Number: _____

Bill Of Lading Number: _____ Seal Numbers: _____

TO BE COMPLETED AND SIGNED BY THE OWNER OPERATOR

Carrier Name: _____ Trailer #: _____ Trailer Plate #: _____

Previous Product On This Trailer Last: _____

Previous 2nd Product On This Trailer If Customer Requires: (2nd): _____

Previous 3rd Product On This Trailer If Customer Requires: (3rd): _____

Box/Ledges/Tarp Bows/Ridge Poles/Tarp were inspected and Clean: Yes _____ No _____

IF YOUR PREVIOUS LOAD IS A MAMMALIAN PROTEIN PRODUCT IN REFERENCE TO FDA REGULATION 21 CFR PART 589.2000 THE TRAILER REQUIRES A WASHOUT

This semi-trailer/container/truck was: swept air blown washed (circle all that apply)

Washout Name: _____ Washout Phone #: _____

Washout Address: _____ City: _____ State: _____

I have attached a copy of the washout receipt dated: _____ Receipt # _____

I verify that the trailer meets cleanliness requirements as specified on the Eclipse Transervices Corporation load confirmation and any additional clean trailer requirements included with the load confirmation that is required by the customer. The trailer is well maintained and suitable to haul food grade products.

Drivers Printed Name: _____ Drivers Signature: _____

Please circle 1 or 2

To Be Completed By the Producer/Shipper/Loader:

1 The truck was inspected by me or my representative and was cleaned prior to loading and was free of foreign material and/or contaminants that could result in the rejection of the load.

2 We do not inspect trailers.

Producer/Loader Printed Name _____

Signature: _____

The IDENTITY PRESERVED CLEAN TRUCK/TRAILER CERTIFICATE must be turned in with all original paperwork for this load including but not limited to: The Origin Scale Ticket, Destination Scale Ticket, Original Bill Of Lading with a legible signature from the receiver and Wash Receipt (if required) to Eclipse Transervices Corporation in order to be paid for the load. You are authorized to copy this document for Shippers and Receivers if requested



Name and address :

Week ending: _____

Driver

| | | PAY # | | Company | | City | | State | | Net WT | | Rate | | Total | |
|-------------|------|---------|----------|---------|--|------|--|-------|--|--------|--|------|--|-------|--|
| Origin | Date | Product | Pickup # | | | | | | | | | | | | |
| Destination | | | | | | | | | | | | | | | |

| | | PAY # | | Company | | City | | State | | Net WT | | Rate | | Total | |
|-------------|------|---------|----------|---------|--|------|--|-------|--|--------|--|------|--|-------|--|
| Origin | Date | Product | Pickup # | | | | | | | | | | | | |
| Destination | | | | | | | | | | | | | | | |

| | | PAY # | | Company | | City | | State | | Net WT | | Rate | | Total | |
|-------------|------|---------|----------|---------|--|------|--|-------|--|--------|--|------|--|-------|--|
| Origin | Date | Product | Pickup # | | | | | | | | | | | | |
| Destination | | | | | | | | | | | | | | | |

| | | PAY # | | Company | | City | | State | | Net WT | | Rate | | Total | |
|-------------|------|---------|----------|---------|--|------|--|-------|--|--------|--|------|--|-------|--|
| Origin | Date | Product | Pickup # | | | | | | | | | | | | |
| Destination | | | | | | | | | | | | | | | |

| | | PAY # | | Company | | City | | State | | Net WT | | Rate | | Total | |
|-------------|------|---------|----------|---------|--|------|--|-------|--|--------|--|------|--|-------|--|
| Origin | Date | Product | Pickup # | | | | | | | | | | | | |
| Destination | | | | | | | | | | | | | | | |

| | | PAY # | | Company | | City | | State | | Net WT | | Rate | | Total | |
|-------------|------|---------|----------|---------|--|------|--|-------|--|--------|--|------|--|-------|--|
| Origin | Date | Product | Pickup # | | | | | | | | | | | | |
| Destination | | | | | | | | | | | | | | | |

Send in the completed information with your paperwork for each load. Remember to write the Pay # down and write the pay number on all the paper work for each load including BOL & Scale tickets. You must include origin & destination paperwork for each load. All paperwork must be originals and copies will not be processed. Weight discrepancy over 250 pounds will be xxx and you will not be paid until we know if there is a claim on the lost product and we are paid for the load. Call your dispatcher if you have a weight discrepancy over 250 pounds before you leave the unload facility. Demurrage is paid after we are paid