



Hello!!

Thank you for checking out our website. I founded Eclipse Transservices 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, Sheri Zulauf in 2004 and Kara Miner in 2009 and 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.

Matt Leonard in Sophia, NC, Jennifer and Derreck Furse in Gothenburg, NE, Jeff Shaffer in Mitchell, SD, Tonda Mabe in Newton, NC and Andrew Stocks in Benton, WI operate offices as brokers and offer dedicated dispatch to owner-operators and small fleets pulling hoppers and end dumps. Hopper trailers are available for rent or lease at our Beatrice, Nebraska location.

Carrie Stewart, Brenda Pilkinton, Mark Warren and James Saathoff 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 web site, 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. Mencl
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:

- _____ Liability Insurance Certificate, Eclipse Transervices Corporation listed as Certificate Holder
- _____ Cargo Insurance Certificate, Eclipse Transervices Corporation listed as Certificate Holder
- _____ Worker's Compensation Certificate or Signed letter stating you are not required to have it.
- _____ Copy of ICC Authority
- _____ W-9 with Federal ID Number
- _____ Broker Carrier Agreement
- _____ Carrier Certification Regarding Clean Trailers
- _____ Carrier Certification Regarding Mammalian Protein Products

In addition, if you also broker loads, we are in need of the following documents:

- _____ Copy of ICC Authority
- _____ Copy of Broker Bond
- _____ Items 1-8 Sent by Carrier
- _____ Completed Application For Transportation Services

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

Company Name: _____

Billing/Payable Address: _____

Contact Name: _____ 2nd Contact Name _____

Land Line Phone # : _____ Fax Number: _____

Cell Number: _____ After Hours Number: _____

ICC Contract Carrier: Y/N ICC MC# _____ Federal ID#: _____

of Company Tractors: _____ # of Independent Contractors: _____

Organization Type, Circle One: Corporation Individual/Sole prop. Partnership LLC Other

Of Trailers: ___ Hoppers ___ Conv. Hoppers ___ End Dumps ___ Flats ___ Live Bottoms ___ Pneumatics ___ Vans ___ Reefers

Office that referred you:

Beatrice, NE Gothenburg, NE Newton, NC Sophia, NC Mitchell, SD Benton, WI

Settlement Type, Circle one: 24 hr pay 7 Day 14 Day 30 Day



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 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 if you are not required to carry it.

_____, Understands and agrees that Eclipse Transervices Corporation is not a carrier and
(Company Name) Please Print 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.

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

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	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ <input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	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 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										
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Note. If the account is in more than one name, see 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. person (including a U.S. resident alien).

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 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
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Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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.

In 3 above, 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.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



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 East Court Street - 2nd Floor, P. O. Box 68, Beatrice, Nebraska 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 and 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 and 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 insurance.** The CARRIER shall at all times maintain general liability coverage covering all losses associated with the transportation services provided hereunder, with minimum coverage of \$1 million per occurrence.
2. **Cargo loss.** 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 \$75,000 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 an 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 co-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 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 Administration 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 has become an "Authorized Broker" for the BROKER and have executed a BROKER-BROKER AGREEMENT with the BROKER prior to an 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:

CARRIER:



By: _____ Authorized Signature: _____

Printed Name: _____ Printed Name: _____

Title: _____ Title: _____

Date Signed: _____ 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 clean-out 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 required documentation as required by FDA Regulation 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



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 all federal, state, and local regulations. Any trailers 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.

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 certifies 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 continue to 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 for Eclipse Transervices Corporation. 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



When sending paperwork to eclipse transervices corporation for payment you must have the following documentation:

- Invoice for payment referencing our load confirmation number.
 - Copy of eclipse load confirmation attached to paperwork for the load
 - Origin
 - Bill of Lading and scale ticket with any other paperwork provided by shipper.
 - eclipse load confirmation number is to be written on Bill of Lading and Scale Ticket.
 - Load number printed or written on Bill of Lading
 - Clean truck affidavit if used for loading
 - Copy of wash out ticket if required as listed on the eclipse load confirmation

 - Destination
 - Bill of Lading and scale ticket with any other paperwork provided by receiver.
 - eclipse load confirmation number is to be written on Bill of Lading and Scale Ticket
 - Unload number printed or written on Bill of Lading
 - Clean truck affidavit if used for unloading
 - Signed Bill of Lading & or delivery receipt & receivers name printed legible under their signature with date.
1. All paperwork must be originals and copies will not be processed.
 2. If paperwork is not complete when sent in for processing we will hold the paperwork for billing until all paperwork is received. You will be notified by email on what paper work is missing and the dispatcher is responsibility to call and get the paperwork sent in to our office. The carriers will not be able to get payment until the paperwork is in order.
 3. Weight discrepancy over 250 pounds the order 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 on the load.

Thank you,

Earl B. Miner
Executive Vice President
eclipse transervices corporation



Broker Load Payment Terms

By popular demand, we have expanded our expedited payment options:

“Today Pay”	Payment is made within 24 hours of receipt* 3% of revenue service charge
“Quick Pay”	Payment is made within 7 days of receipt* 2% of revenue service charge
“Fast Pay”	Payment is made within 14 days of receipt* 1% of revenue service charge
“Regular Pay”	Payment is made within 30 days of receipt* Whether we get paid or not!!

Should you wish to take advantage of an expedited payment term, simply note it on your invoice of choice. You may take advantage of this offering on a load now and then or all the time, whichever works best for you. If you wish to elect the same option on all your loads, simply include a short letter with your billing and we will do it automatically until you write us another letter changing your choice. If you are currently using a receivable or factoring service at a slightly different rate, we can work out a rate with you and cut out some mail time. If you have any questions, please contact Carrie or the dispatcher of your choice.

*All payment schedules depend on receiving all original shipping and receiving documents and a clear and legible “signed for” proof of delivery (POD) which includes the company name delivered to and the person signing for the load and no potential claims. If these requirements are not met, payment will be made when we receive payment from our customer.

Proof of delivery is most important. When a driver weighs and receives a scale ticket with the company name and weigher’s signature that is a great POD. When drivers weigh at a third party or the receiver simply signs the shipping papers is when a POD can get problematic. When your driver can’t read the proof of delivery, it is doubtful anyone else can. So please instruct your drivers that when they can’t read their proof of delivery to ask the person signing to print their name legibly or ask their name and print it legibly for them.

Many bulk loads are weighed at origin and destination with certified scales with copies of the scale tickets given to the drivers. It is important that drivers collect all loading and unloading documents they come in contact with and do not give any of them away without having a copy to turn in for payment. When a load has a weight discrepancy of over 250#, a settlement may be delayed pending a cargo claim. Other claims such as contamination or timeliness issues can also delay our payment terms, pending resolve of such potential claims with our customer.