



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.

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 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.

Mark Warren provides 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. Mencil



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

- Company Information Page
- Copy of ICC Authority
- W-9 with Federal ID Number
- Broker Carrier Agreement
- Carrier Certification Regarding Clean Trailers
- Carrier Certification Regarding Mammalian Protein Products
- Settlement & Expedited Settlement Options
- Paperwork Procedures
- Liability Insurance Certificate, Eclipse Transservices Corporation listed as Certificate Holder
- Cargo Insurance Certificate -Broad Form or All Risk Coverage, Eclipse Transservices Corporation listed as Certificate Holder
- Worker's Compensation Certificate or Worker's Compensation Waiver Form

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

- Broker/Broker Agreement
- Copy of Broker Bond

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 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 _____

Do you use a Factoring Company? YES NO

of Company Tractors _____ # of Independent Contractors _____

of Trailers ___ Hoppers ___ Conv. Hoppers ___ End Dumps ___ Flats ___ Live Bottoms ___ Pneumatics ___ Vans ___ Reefer

Who did you speak with at Eclipse Transservices Corp? _____



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: _____



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



Settlement Options

Carriers shall be paid within thirty (30) days after receipt of Carrier's invoice and shipping and receiving documents and ip cert, unless an expedited settlement option is selected. You may take advantage of these options on an individual load basis, or all the time. The expedited settlement options are not available to any carrier currently using a receivable or factoring service. Please contact our accounting department at 402-223-2411 regarding any questions or to assist you in evaluating the best payment options available, to suit your individual needs. We can assist you in getting your settlements faster with less mail time and fewer hassles.

Settlement Options (Please select one)

Regular Pay Payment is made within 30 days of receipt of invoice **CHECK ONLY *Whether we get paid or not !!!**

Expedited Settlement Options

Today Pay Payment is made within 24 hours of receipt of invoice ***3% of revenue service charge**
Quick Pay Payment is made within 7 days of receipt of invoice ***2% of revenue service charge**
Fast Pay Payment is made within 14 days of receipt of invoice ***1% of revenue service charge**

Method of Payment for Expedited Settlement (please select one)

ACH (direct deposit) **NO BANK FEES** * Requires 1 day for initial set up
Wire \$20.00 transaction fee per wire *Requires 2 days for initial set up.
Check by mail Mailed according to payment option selected above

All payments will require receiving the appropriate paperwork for processing, based on the Paperwork Procedures.

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 Transservices 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 _____

Email Settlement Reports to _____ Mail Fax _____

Change in Previous **Termination**

I/We understand that this authorization replaces any previous authorization and will remain in full force and effect until Eclipse Transservices 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 Transservices and BANK a reasonable opportunity to act on it.

Authorized Signature _____ Printed Name _____

Title _____ Date _____



Paperwork Procedures

- ◆ All original paperwork must be retained by carrier for 60 days, in case they are needed. LEGIBLE and CLEAR copies may either be mailed or emailed to Eclipse Transervices Corporation. IF legible and clear copies can not be transmitted, please mail in originals for processing. If any questions, feel free to contact us.
- ◆ Eclipse Transervices' broker must be notified prior to leaving unloading site on all weight discrepancies.
- ◆ Weight discrepancy over 250 pounds will be reviewed and payment may be held until notification by customer is made to state if there is a claim on the lost product and/or Eclipse Transervices Corp is paid for the load.
- ◆ Waiting time or demurrage is paid after Eclipse Transervices Corp is paid. Required documentation to include
 - Dates
 - Times
 - Legible signature from facility
- ◆ Paperwork required for each load
 - Invoice with company name, address, Load confirmation # (pay #) and load information.
 - Eclipse Transervices Corporation Load Confirmation with Pay Number
 - Shipping and Receiving documents to include

ORIGIN

- Bill of Lading with all paperwork provided by shipper
- Scale Ticket – If a scale is not available call dispatch for instructions.
- Load Number printed or written on Bill Of Lading.
- Clean Trailer Affidavit / Identity Preserved Clean Truck/Trailer Certificate
- Washout Receipt if required. Washout receipt must have washout company name, phone number, invoice number on receipt, type of washout, cost of washout, trailer #, trailer license plate number, trucking company name and drivers signature.

DESTINATION

- Signed Bill of Lading with POD (company name, date, and authorized receiver signature)
- Scale Ticket – If a scale is not available call dispatch before unloading.
- Unload Number written on Bill of Lading

Company Name _____

Authorized Signature _____

Printed Name _____

Title _____

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