



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 and 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 time 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 a 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 \$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 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 payment owing to Carrier 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 one year 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 fist 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: _____