



BROKER-TO-BROKER AGREEMENT

This Master Transportation Contract, hereby referred to as a "BROKER-BROKER 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 BROKER/CARRIER, MC-_____, who provides transportation and related services under contract (hereafter "BROKER/CARRIER"). In consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

Performance of Services. BROKER/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. BROKER/CARRIER agrees that BROKER/CARRIER is an Independent Contractor of the BROKER. 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 BROKER/CARRIER. The BROKER is the BROKER/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-TO-BROKER/CARRIER AGREEMENT is terminated by either BROKER or BROKER/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. BROKER/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 BROKER/CARRIER within thirty (30) days after Broker's receipt of BROKER/CARRIER'S invoice, Shipper's bill of lading, fully & legibly signed proof of delivery, and other documents as required by BROKER or shipper. Report any delays, weight discrepancies over 200# or contamination claims immediately. Take note of any special instructions verbal or written to avoid any claims for product shortage or contamination or service failures. All service failures, claims, or shortages are the responsibility of the BROKER/CARRIER. Accelerated payment options are available by separate agreement. Shipments with potential claims or shortages of 200 pounds or more may not be paid until settled in full with the customer.

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

1. **Liability insurance.** The BROKER/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 BROKER/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 BROKER/CARRIER, with minimum coverage of \$100,000.00 per occurrence. Cargo coverage must cover all types of commodities without exclusion. If BROKER/CARRIER carries a deductible or is self-insured for all or part, the BROKER/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 BROKER/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. BROKER/CARRIER holds harmless from any claim because of non-coverage to BROKER or it's customers.

BROKER/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, BROKER/CARRIER will report it immediately to the BROKER by phone before allowing the truck to leave the facility to minimize liability. BROKER/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. BROKER/CARRIER shall, in any event, be solely responsible for any loss or damage to the cargo while in BROKER/CARRIER'S possession or while in the possession of the BROKER/CARRIER'S agents or designees. In the event of default by BROKER/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/CARRIER or received from shippers which BROKER is obligated to pay BROKER/CARRIER and said right of withholding or exercise of any and all other remedies which BROKER may have at law or in equity against BROKER/CARRIER. BROKER/CARRIER agrees that any receivables due BROKER can be held as collateral for any unpaid settlements. BROKER/CARRIER agrees to keep on file certificates of insurance for any carrier they use for the transportation of BROKERS loads. BROKER/CARRIER will furnish upon request a copy of the Certificate of Insurance for the Carrier hauling BROKERS loads and ICC Authority.

BROKER/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 BROKER/CARRIER as a result of BROKER'S efforts or the traffic was first tendered to the BROKER/CARRIER by the BROKER. 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.

BROKER/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-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-BROKER/CARRIER AGREEMENT shall be governed and enforced in the State of Nebraska with the venue being in Gage County, Nebraska.

SIGNED AND AGREED BY:

BROKER:

BROKER/CARRIER:

By: _____

Authorized Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

