



## ECLIPSE TRANSERVICES CORPORATION DEDICATED DISPATCH AGREEMENT

This DISPATCH AGREEMENT made on \_\_\_\_\_, 20\_\_\_\_, by and between Eclipse Transervices Corporation, hereinafter referred to as BROKER, located at 513 East Court Street, 2<sup>nd</sup> 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 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.
3. 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 ladings, 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 not being paid 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) (sign)

\_\_\_\_\_  
(CONTRACTOR)

\_\_\_\_\_  
(print)

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Eclipse Transervices Corporation (Address)

513 East Court Street – 2<sup>nd</sup> Floor

P. O. Box 68

Beatrice, NE 68310-0068

(Date)

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