

TRAILER INTERCHANGE AGREEMENT

This Agreement made effective the _____ day of _____, 20____ between
between _____ hereinafter referred to as "OWNER"
and _____ hereinafter referred to as "HANDLING
CARRIER" for the transportation of commodities, under the terms and in accordance with the
conditions set forth:

WITNESSETH:

WHEREAS, the above named parties desire to enter into an Agreement governing the
interchange of individual trailers; and

WHEREAS, the above named parties desire to set forth the terms and conditions regarding the
allocation of liability for personal injury and property damage and the responsibilities for repairs
in the event of damage to trailers which are interchanged;

IT IS THEREFORE, the above named parties hereto mutually agree as follows:

DEFINITIONS

(A) The term "Owner" shall be interpreted to include "Lessee" but in any case will be the owner
or Lessee of record of the trailer, which is interchanged.

(B) The term "Handling Carrier" shall be interpreted to mean the carrier that is in possession of
the trailer that is interchanged.

TERMS AND CONDITIONS

(1) Handling Carrier which acquires possession of the trailer after interchange shall complete
promptly and expeditiously the use for which the trailer has been interchanged and return the
trailer to an agreed upon place between Owner and Handling Carrier. The trailer shall only be
used by the Handling Carrier for shipments from and to the Owner.

(2) Handling Carrier shall not permit the trailer to go out of its possession without permission of
the Owner and then only to the extent of that permission and shall be responsible for the safe
and timely return of the trailer to Owner.

(3) Handling Carrier acquiring possession of the trailer shall have complete control and
supervision of the trailer from the time it receives the trailer until the time it surrenders the trailer
back to the Owner.

(4) Owner will conduct preliminary inspection of trailers prior to signing this Agreement. Owner will also conduct random inspections at his discretion, damage will be noted, and Owner will direct repairs. The Owner authorizes the Handling Carrier to provide routine maintenance on the trailer, The Owner will reimburse the Handling Carrier for the cost of routine maintenance upon presentation of valid maintenance invoices. Maintenance expenses exceeding \$100.00 must have prior approval from the Owner.

(5) If damage to Owner's trailer occurs while it is in the custody or control of Handling Carrier and is the result of the negligence of Handling Carrier, its employees or agents, then Handling Carrier shall be solely responsible for all repairs and shall pay all costs and expenses related to said repairs. If the trailer is overturned, laid on its side or involved in a major accident while in possession of Handling Carrier, Owner will only accept repairs it approves.

(6) Handling Carrier under whose operating authority a trailer is being transported shall assume all responsibility for and shall protect, indemnify and hold harmless Owner against and from any and all claims, losses, suits, actions and judgments, costs and expenses resulting from any loss or damage to, or delay of that property being transported therein, if such event shall have arisen from any act of commission or omission, negligent or otherwise, of Handling Carrier, or any of its agents, servants, or employees, in the Handling Carrier's use, operations, maintenance or possession of such trailer.

(7) Handling Carrier shall assume all responsibility for and shall protect, indemnify and hold harmless Owner against and from any and all claims, losses, damages, liability, suits, actions and judgments, costs and expenses resulting from theft, embezzlement, misrepresentation, or falsification, on the part of Handling Carrier, its agents, servants or employees. Owner shall have reciprocal responsibility to Handling Carrier.

(8) In support of the Agreement, but not in limitation thereof, Handling Carrier and Owner, shall at their own individual cost and expense procure and maintain insurance coverage for their respective contractual liability.

(9) This Agreement may be terminated by either party upon 30 days prior written notice to the other party.

IN WITNESS WHEREOF, Owner and Handling Carrier have caused this instrument to be executed by an officer of the corporation duly authorized on the date first date written above.

OWNER

HANDLING CARRIER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address: _____

Address: _____