# WEST COAST CHASSIS POOL
# CHASSIS AGREEMENT

| WEST COAST CHASSIS POOL | | | MOTOR CARRIER | |
|---|---|---|---|---|
| NAME | : | West Coast Chassis Pool | NAME | : |
| ADDRESS | : | 700 PIER A PLAZA | ADDRESS | : |
| CITY, STATE | : | LONG BEACH, CA | CITY, STATE | : |
| CONTACT | : | JOHN YAKOS | CONTACT | : |
| TELEPHONE | : | 562-491-4088 | TELEPHONE | : |
| FACSIMILE | : | 562-491-1027 | FACSIMILE | : |
| E-MAIL | : | john.yakos@ssamarine.com | E-MAIL | : |

| EQUIPMENT | PORTS; TERMINALS |
|---|---|
| 20' CHASSIS<br>40' CHASSIS<br>45' CHASSIS | PORT OF LONG BEACH: PIER A, PCT<br>PORT OF OAKLAND: OICT (OAKLAND INTERNATIONAL CONTAINER TERMINAL) |

This Agreement serves to document the arrangement between the "Motor Carrier" identified above and **WEST COAST CHASSIS POOL (the "Operator")**, with respect to a chassis pool in the Port(s) identified above. Subject to the Terms and Conditions set forth below.

**GENERAL AGREEMENT**

A. Purpose: This Agreement governs the terms and conditions under which Motor Carrier may participate in the chassis pool operated by West Coast Chassis Pool (the "Pool") through leasing standard 20', 40', and 45' chassis (the "Chassis" or "Equipment") for the purpose of transporting containers overland to and from the Terminal(s) as defined herein. The provisions of this Agreement are subject to the terms and conditions of the Agreement.

B. Definitions: For purposes of this Agreement, the following definitions shall apply:

1. Actual Cash Value: Replacement cost less depreciation as referred to on Operator's or the Equipment Owner's Books.
2. Agreement: This Agreement or amendments thereto and Addendum/Addenda.
3. Equipment: Equipment commonly used in the road transport of intermodal freight including trailers, chassis, containers and associated devices.
4. Equipment Interchange Receipt (EIR): A document, which may be solely an electronic interchange, setting forth the Equipment at the time of Interchange and executed by the Terminals to this Agreement, or their agents.
5. Facility Operator: Party whose Premises are accessed for the purpose of effecting an interchange between signatories to this Agreement.
6. Indemnitees: Operator, Equipment Owner and/or Facility Operator, as their interest may appear.
7. Interchange: The transfer of physical possession of Equipment under this Agreement
8. Motor Carrier: The Party being having physical possession of the Equipment for the purpose of road transport or its designated agent or contractor, and shall include the Licensed Motor

Carrier taking possession of any Chassis or Equipment pursuant to a move originated by Motor Carrier.

9. Move originated by Motor Carrier: Any use of Equipment by Motor Carrier or pursuant to the overland movement of any cargo that had a prior movement, or will have a subsequent movement, under a bill of lading issued by Motor Carrier.
10. Motor Carrier Move: To transport cargo inland pursuant to a through bill of lading. Motor Carrier's are qualified and approved solely by Operator for the purpose of moving containers while using the Operator's Equipment, as outlined in section D.a below.
11. Owner: The Operator or, if Operator leases the Equipment from a third party, the person or entity that owns the Equipment and its agents or authorized representatives.
12. Parties: The Motor Carrier and Operator who are signatories to this Agreement.
13. Premises: The property operated by Equipment Provider or Facility Operator for the purpose of Interchange.
14. Terminal: Those locations where the pool chassis are stored and maintained and where the rental under this agreement may be initiated and/or terminated.
15. Roadability: The maintenance service provided at the Terminal by the Operator or Facility Operator to the Motor Carrier for the Equipment operated under this agreement.
16. Rental Period or Cycle: The meaning given that term in section F below; a 24-hour period, or portion thereof, or, the period ending upon return of the Equipment to a Terminal, whichever occurs first.
17. Wear and Tear: Damage or deterioration of Equipment incident to its usual and customary intended use.

C. Terminal/Premises Access: Motor Carrier's access to any Terminal shall be governed by the Facility Operator's rules and regulations including any Marine Terminal Operator (MTO) schedule in effect.

D. Equipment Interchange:

a. Motor Carrier represents and warrants that each driver as provided for by Motor Carrier to Operator requesting Equipment is duly authorized by Motor Carrier and shall have an Equipment Interchange Agreement currently in effect with the insurance coverage required hereunder as set forth below in Schedule No. 2.

b. Except upon prior consent of Operator, Motor Carrier will not authorize or permit any interchange of Equipment between two Motor Carriers or any other interchange of Equipment other than between Motor Carrier and Operator.

c. If the Equipment is interchanged by Motor Carrier or is otherwise authorized by Motor Carrier to be in the possession of other parties, the Motor Carrier shall be responsible for the performance of all terms of this Agreement in the same manner as if the Equipment were in the possession of the Motor Carrier, unless the written consent of Operator has been obtained.

E. Equipment Condition:

a. Warranty: **WHILE PARTIES MAKE NO EXPRESS OR IMPLIED WARRANTY AS TO THE FITNESS OF THE EQUIPMENT, THEY RECOGNIZE AND AFFIRM THEIR RESPONSIBILITIES UNDER THE FEDERAL MOTOR CARRIER SAFETY REGULATIONS.**

b. Pre-Trip Inspection: Motor Carriers will conduct a pre-trip inspection prior to departing with interchanged Equipment that will include those items set forth in Exhibit A to this Agreement. All Equipment shall be deemed to be in good condition and repair when released by Operator, except as expressly noted at the time of release.

c. Redelivery: Motor Carrier will return the Equipment to the Operator in the same condition, reasonable Wear and Tear excepted.

F. Equipment Use:

a. Use: Absent contrary agreement between the Parties, Motor Carrier shall use the Equipment only for the purposes for which it was interchanged and shall promptly return it to a valid start and stop location listed in Schedule 1b. An Addendum to this Agreement does not constitute a contrary agreement.

b. Lost, Stolen, or Destroyed Equipment:

1. In the event the Equipment is lost, stolen from, badly damaged or destroyed by Motor Carrier, the method of settlement shall be the Actual Cash Value or the depreciated replacement value, as provided by the Equipment Owners.

2. When Equipment is lost, stolen, badly damaged or destroyed, Motor Carrier shall promptly notify Operator when Equipment is lost, stolen, badly damaged or destroyed. Operator shall within thirty (30) days after receipt of such notification, secure and furnish to the Motor Carrier a written statement of the depreciated replacement value or Actual Cash Value of the equipment, as agreed between the parties. Motor Carrier shall pay Operator the amount specified in the written statement within (30) days of the date of such written statement.

c. Damage to Equipment:

1. Motor Carrier shall be responsible for, and shall bear any and all risk of, loss, liability, legal costs and fees (including reasonable attorneys' fees), damage, theft, destruction (partial or total), impoundment, citations, loss of license plates and abandonment, or other expense ("Liabilities") concerning the Equipment occurring during the Rental Period which relates to the ownership, use, storage, possession or operation of the Equipment.

2. Motor Carrier shall pay to Operator the reasonable and customary costs to repair damages done to Equipment during Motor Carrier's possession.

3. Where the reasonable and customary cost to repair exceeds the casualty loss value as determined in section F.b.1 above hereof, the Motor Carrier shall be obligated only for the lesser sum.

d. Recovery of Equipment: Operator and Owner, as appropriate, shall each have the right to recover and arrange storage for any Equipment that has been lost, abandoned, deserted, impounded or otherwise located outside the possession of the Motor Carrier responsible for such Equipment, if after reasonable notification by Operator or Owner, Motor Carrier fails to recover and return the Equipment to the Terminal. Motor Carrier shall pay any and all expenses and costs incurred by Operator or Owner in connection with such recovery of Equipment, including without limitation the costs of effecting repair or replacement and clearing any citations that have been issued against the Equipment. Upon written notice from Motor Carrier to Operator that any particular Equipment became lost during the Rental Period on a Motor Carrier Move for whatever cause, Motor Carrier shall pay Operator an amount equal to the Actual Cash Value of the Equipment. Until Motor Carrier pays such Actual Cash Value to Operator, the Rental Period shall continue and the rental rate shall continue to accrue and be paid by Motor Carrier.

e. Tires:

1. Repair of damage to tires during Motor Carrier's possession is the sole responsibility of Motor Carrier.

2. Repair of tires unrelated to damage occurring during Motor Carrier's possession is the sole responsibility of the Operator.

3. In the event of an over the road tire repair, replacement tire, damaged tire, and repair receipt may be brought to the terminating facility Chassis Shop during the day shift, or Power Shop at night. Chassis Shop Manager or Foreman will inspect the tires and repair receipt to determine if credit is applicable. Signature of Chassis or Power Shop Foreman on any paperwork the driver may retain only confirms receipt of the aforementioned items and does not signify approval or denial of credit. Once inspection of evidence is complete, a tire credit form will be sent to the Motor Carrier, with reimbursement check sent within twenty-one (21) days.
4. Tire reimbursement forms must be attached to all submitted invoices.
5. Up to a maximum of one-hundred (100) dollars per tire for separated or thrown cap will be reimbursed.
6. The replacement tire is at least equal quality to Chassis Pool tire standard.
7. No reimbursements for damage, i.e., run-flat, blown-out, curbed/scuffed, skidded, chunked, cut to cord, or road debris causes.

G. Rental Period/Cycle: For all Motor Carrier Moves, Motor Carrier shall pay Operator the rental rate from the date that the Equipment is released to a Motor Carrier on a Motor Carrier Move or when the Equipment is at Motor Carrier's request loaded with cargo pursuant to a Motor Carrier Move, whichever is earlier (the "Removal Time"). The rental rate will accrue from the Removal Time until the time that the Equipment returns and/or is received at the Terminal (the "Rental Period or Cycle"). All rental rates under this Agreement shall be calculated on a per diem basis measured by calendar days commencing with the Removal Time and concluding at the time that the Rental Period or Cycle ends. Any partial day period shall be treated as a full calendar day for which a "per diem" rate shall apply. If the Equipment is returned in a condition which requires repairs or replacement of parts for which Motor Carrier is responsible hereunder, the Rental Period shall be deemed to include the time reasonably required for Operator or Owner to effect the necessary repairs or replacements, such period to be not less than one (1) day. Operator's current Equipment rental rates are set forth below in **Schedule No. 1**. The rental rates may be amended from time to time by Operator upon notice to Motor Carrier.

H. Citations: Any citations, penalties, summonses, fees or other costs levied, assessed or otherwise imposed by any law enforcement agency or governmental authority during the Rental Period, whether or not received by Motor Carrier, Owner or Operator, will be for the account of Motor Carrier and may be paid by Owner or Operator and re-billed to Motor Carrier as appropriate.

I. Equipment Maintenance Service: Operator shall provide Equipment maintenance at each Terminal of origin through "Roadability" service stations prior to each terminal exit. In the event that the service required exceeds the capability of the "Roadability" station, a flip will be made to Equipment by the terminal at no additional cost to the Motor Carrier or the Operator.

J. Payment: All sums due from Motor Carrier to Operator under this Agreement will be invoiced by Operator on a monthly basis and paid by Motor Carrier thirty (30) days from delivery date of invoice. Any payments not received by Operator within thirty (30) days of delivery date of the invoice shall accrue interest from the thirty-first (31st) day at the rate of one and one-half percent (1.5%) per month or portion thereof at the rate of .05% per day.

K. Disputed Amounts: In the event that Motor Carrier disputes an amount on an invoice issued by Operator, Motor Carrier shall pay one hundred percent (100%) of the undisputed balance under the provisions of section J of this Agreement. Operator agrees to reissue the invoice in two parts; an invoice for the undisputed amount and a separate invoice for the disputed amount. All disputed amounts must be disputed in writing with clear justification as to why charges are not applicable.

L. Owner Status: The parties hereto acknowledge that Owner and its agents are intended third party beneficiaries of this Agreement with full legal right and authority to enforce its terms.

M. Indemnity:

a. Subject to the exceptions set forth in subsection (b) below, Motor Carrier agrees to defend, hold harmless and fully indemnify the Indemnitees (without regard to whether Indemnitees' liability is vicarious, implied in law, or as a result of the fault or negligence of the Indemnitees), against any and all claims, suits, loss, damage or liability, for bodily injury, death and/or property damage, including reasonable attorney fees and costs incurred in the defense against a claim or suit, or incurred because of the wrongful failure to defend against a claim or suit, or in enforcing this subsection (collectively, the "Damages"), caused by or resulting from the Motor Carrier's: use or maintenance of the Equipment during an Interchange Period.

b. Exceptions: The foregoing indemnity provision shall not apply to the extent Damages: (i) occur during the presence of the Motor Carrier on the Facility Operator's premises and are caused solely and directly by or result solely and directly from the negligent or intentional acts or omissions of the Facility Operator, its agents, employees, vendors or third party invitees (excluding Motor Carrier); or (ii) are caused by or result from defects to the Equipment with respect to items other than those set forth in Exhibit A, unless such defects were caused by or resulted from the negligent or intentional acts or omissions of the Motor Carrier, its agents, employees, vendors, or subcontractors during the Interchange Period.

N. Notice of Filed Claims:

a. Motor Carrier shall promptly notify Operator, Equipment Owner and/or Facility Operator of any claim arising against Motor Carrier under this Agreement, and shall also advise Operator, Equipment Owner and/or Facility Operator at that time of the legal defense undertaken regarding that claim. Failure of the Motor Carrier to timely provide such legal defense, and the undertaking of that legal defense by Operator, Equipment Owner and/or Facility Operator to protect such Party's respective interests, shall result in the Motor Carrier's bearing such reasonable attorney fees and costs incurred by the Operator, Equipment Owner and/or Facility Operator in providing such legal defense.

b. Operator, Equipment Owner and/or Facility Operator shall promptly notify Motor Carrier of any claim arising under this Agreement which Operator, Equipment Owner and/or Facility Operator receives. Operator, Equipment Owner and/or Facility Operator shall not undertake any legal defense of or incur any legal expenses pertaining to the claim submitted to the Motor Carrier, unless Motor Carrier fails to timely do so as provided in section N.a above.

O. Insurance:

a. Unless waived by Operator in writing, Motor Carrier shall, at its own cost and expense, maintain the following minimum amounts of insurance, with insurance companies acceptable to Operator, and shall furnish Operator with certificates of such insurance.

1. A commercial automobile insurance policy with a combined single limit of $1,000,000 or greater, insuring all Equipment involved in Interchange including vehicles of its agents or contractors; said insurance policy shall be primary to any and all other applicable insurance and shall name the Equipment Provider as additional insured. The extent of Equipment Providers' additional insured status is limited to the provisions of this Agreement;

2. A commercial general liability policy with a combined single limit of $1,000,000 per occurrence or greater;

3. An All Risks Physical Damage insurance policy in an amount at least equal to the value of all the Equipment interchanged to Motor Carriers or Users at any time;

4. Motor Carrier shall have in effect, and attached to its commercial automobile liability policy, a Truckers Uniform Intermodal Interchange Endorsement (UIIE-1), which includes the coverages specified in this Agreement. Motor Carrier shall use endorsement form UIIE-1 (or other corresponding forms which do not differ from UIIE-1) in the most current

form available to the insurance carrier. Evidence of the endorsement of the policy and the coverage required by this provision shall be provided to Operator by the insurance company.

b. The certificates and policies providing the insurance required above shall contain a clause providing that the policies (i) shall be considered primary as against any other valid insurance coverages except for valid and collectable coverage provided by Motor Carriers to whom Equipment are interchanged, and (ii) shall not be cancelled, or notice of intent not to renew shall not be issued, without thirty (30) days' prior written notice to Operator.

P. Title: The Equipment shall at all times remain the property of Owner, or Operator. Neither Motor Carrier, or Motor Carrier's agents shall acquire any ownership rights, title or interest of any nature in the Equipment by virtue of paying rental, cost of repairs, registration or licensing fees, property or other taxes, fees or levies, costs of transporting the Equipment, complying with or exercising any of Operator's or Owner's responsibilities including, but not limited to, maintenance and examination of the Equipment by Motor Carrier, or otherwise.

Q. Sublease Prohibited: Motor Carrier shall not, without Operator's prior written consent, sublease any Equipment or assign or encumber this Agreement or any interests therein, in whole or in part, or hypothecate or encumber any Equipment.

R. Default:

a. Events of Default: The following events shall be deemed an "Event of Default" and shall apply equally to the Motor Carrier and the Operator.

1. Motor Carrier or Operator and Owner shall fail to observe or perform any other term and condition of this Agreement in the manner and at the time or times required herein, and any such failure remains un-remedied for thirty (30) days after written notice thereof to Motor Carrier by Operator; or Operator and Owner by Motor Carrier; or

2. Motor Carrier shall admit in writing its inability to pay its debts, or shall make a general assignment for the benefit or creditors; or any proceeding shall be instituted by or against Motor Carrier seeking to adjudicate it a bankrupt or insolvent (i.e., unable to pay its debts as they fall due), or seeking reorganization, arrangement, adjustment, or composition of it or its debts

b. Default:

1. Upon an Event of Default by Motor Carrier, Operator shall be entitled, at its election, in addition to whatever other remedies may be available at law or equity to terminate Motor Carrier's right to possession of all Equipment leased hereunder and Operator shall have the right to take immediate possession of all such Equipment, and any damages occasioned by any such taking of possession are hereby specifically waived by Motor Carrier and Motor Carrier shall pay to Operator any reasonable attorneys' fees and expenses Operator incurred in enforcing its rights hereunder.

2. Upon an Event of Default by Operator, Motor Carrier shall be entitled, at its election, in addition to whatever other remedies may be available at law or equity to terminate this Agreement, shall have the right to recover from Operator all expenses, damages, costs, including reasonable attorney's fees incurred by Motor Carrier as a result of the breach.

3. No express or implied waiver by Operator of any default hereunder shall in any way be construed to be a waiver of any future or subsequent default of Motor Carrier, or a waiver of any rights of Operator hereunder, or a modification of any of the terms of this Agreement or any extension or enlargement of Motor Carrier's rights hereunder. Unless otherwise agreed in writing, either Party may terminate this Agreement at any time by serving 30 days' written notice on the other Party. In the event of termination, Motor Carrier shall deliver all Equipment to Operator at the Terminal or other depots mutually agreed upon. Motor Carrier shall pay to Operator the agreed rental for the Equipment hereunder, and all other terms and conditions of this Agreement will continue in effect,

until all Equipment have been redelivered to and accepted by Operator. Such termination shall not, however, relieve Motor Carrier from any liabilities and obligations incurred under this Agreement prior to such delivery.

S. General Terms:

a. Headings; Interpretation: The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The provisions of this Agreement are separable, and, if upon judicial interpretation or construction, any provision is determined to be prohibited by law, such provision shall be ineffective to the extent of such prohibition, without invalidating the remaining provisions of this Agreement.

b. Applicable Law; Venue: This Agreement shall be governed by the laws of the State of California. Operator, Owner and Motor Carrier hereby agree that any claim or controversy, directly or indirectly arising out of or relating to this Agreement, may only be litigated in the jurisdiction and venue of the state or federal courts located in the State of California and Operator, Owner and Motor Carrier hereby consent to the jurisdictions of such courts. Operator, Owner and Motor Carrier agree that the foregoing venue and jurisdiction provision shall not apply in such case that a third party has asserted a claim, controversy, action, or proceeding against Motor Carrier which involves the Equipment, or arises, directly or indirectly, from this Agreement. In such case, a claim, controversy, action or proceeding may also be litigated in states or federal courts in the state in which the asserted claim, controversy, action, or proceeding of the third party is pending.

c. Attorney's Fees: Should any action be brought by either Party to enforce or for the breach of any other terms, covenants or conditions of this Agreement, either Party shall be entitled, if it shall prevail, to recover reasonable attorneys' fees together with the cost of the suit therein incurred.

d. Compliance with Laws: Motor Carrier shall comply, and shall require all drivers to comply, with all laws, regulations and orders of governmental agencies which affect this Agreement to the Agreement and the storage, use, possession or operation of the Equipment. To the extent required by law, Motor Carrier shall be responsible for filing with the Federal Maritime Commission the EIA, this Agreement, Motor Carrier's tariffs governing Equipment Free Time and Detention charges applicable to Motor Carriers and all amendments thereto.

e. Independent contractor status: No Party or its agents is the employee or agent of any other Party.

f. Notices:

1. Operator agrees to provide ten (10) days written Notice to the Motor Carrier of any changes to the terms or conditions of its Agreement Addendum. The effective date of any change shall be no less than thirty (30) days from the date of notification to Motor Carrier.

2. Notices required under this Agreement from Motor Carrier to Operator, or from Operator to Motor Carrier, shall be in writing and sent by confirmed email, facsimile or by first class mail, postage paid, and properly addressed to the addresses listed above. Either Party, at any time, may change its address by written Notice to the other party sent as provided in this section. The earlier of (1) the date of receipt or (2) three days after the date such written Notice is given in accordance with this Paragraph shall constitute the initial date of Notice in computing the elapsed time as specified in any Notice requirement in this Agreement.

3. In the event it becomes necessary for the Operator to suspend a Motor Carrier's interchange privileges for non-payment of outstanding invoices, Operator shall notify Motor Carrier, via confirmed facsimile, e-mail or letter, no less than 3 business days prior to suspension, that unless the outstanding issue is resolved, suspension of interchange

privileges may occur. The final notification shall include contact information necessary for the Motor Carrier to resolve the outstanding issue.

g. Multiple Counterparts: The Agreement may be executed in a number of identical counterparts, each of which for all purposes is to be deemed an original, and all of which constitute, collectively, one Agreement; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart

h. Term: This Agreement shall be effective for a period of one year from its execution and shall continue in effect thereafter for consecutive one year terms unless cancelled in writing, by consent of the Parties, or by any Party upon thirty (30) days prior Notice to the other Party. The absence of insurance as required in section O above shall effect immediate cancellation of the Motor Carrier's rights under this Agreement until such time said requirements are again satisfied. Notwithstanding any other provisions of this Agreement, the obligations and rights of the Parties under this sections M, N, and O shall survive any cancellation of this Agreement

i. Entire Agreement: This Agreement, including the schedules, but only to extent that their terms do not conflict with this Agreement, contains the entire Agreement of the Parties hereto. This Agreement supersedes all prior agreements and understandings, oral or written, if any, between the Parties except as contained herein. No modification or amendment of any of the terms, conditions or provisions herein may be made otherwise than by written Agreement signed by the Parties. This Agreement shall apply unless it is superseded in whole by a separate bilateral written contract.

j. Waiver: The terms or conditions of this Agreement may be waived at any time by the Party entitled to the benefit thereof, but no such waiver shall be effective unless the same is in writing and no such waiver shall affect or impair the right of the waiving Party to require observance, performance or satisfaction either of that term or condition as it applies on a subsequent occasion or of any other term or condition hereof. The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision of this Agreement by either Party.

k. Survival: Cancellation of this Agreement notwithstanding, Motor Carrier shall remain obligated to return Equipment provided hereunder and otherwise perform its obligations outstanding at the time of cancellation

l. WCCP: West Coast Chassis Pool is an assumed business name (d/b/a) for SSA Containers, Inc., a Washington corporation that is qualified to transact business in California.

| **MOTOR CARRIER** | **WEST COAST CHASSIS POOL** |
|---|---|
| _____ | |
| By: _____ | By : _____ |
| Print: _____ | Print: _____ |
| Title:_____ | Title:_____ |
| Date:_____ | Date:_____ |

WEST COAST CHASSIS POOL

MOTOR CARRIER _____SCAC (____)

# SCHEDULE 1

## CHASSIS RENTAL RATES

**A.** Chassis Rental Rates: (effective November 1, 2021)

1. **$30.00 per diem** : 1st – 4th day (current rate remains unchanged for day 1 through day 4)

2. **$75.00 per diem** : 5th day rental forward – surcharge per diem to continue until returned to Start-Stop locations listed below (Long Beach Terminals only)

3. **Rental Period/Cycle:** For all Motor Carrier Moves, Motor Carrier shall pay Operator the rental rate from the date that the Equipment is released to a Motor Carrier on a Motor Carrier Move or when the Equipment is at Motor Carrier's request loaded with cargo pursuant to a Motor Carrier Move, whichever is earlier (the "Removal Time"). The rental rate will accrue from the Removal Time until the time that the Equipment returns and/or is received at the Terminal (the "Rental Period or Cycle"). All rental rates under this Agreement shall be calculated on a per diem basis measured by calendar days commencing with the Removal Time and concluding at the time that the Rental Period or Cycle ends. Any partial day period shall be treated as a full calendar day for which a "per diem" rate shall apply. If the Equipment is returned in a condition which requires repairs or replacement of parts for which Motor Carrier is responsible hereunder, the Rental Period shall be deemed to include the time reasonably required for Operator or Owner to effect the necessary repairs or replacements, such period to be not less than one (1) day.

**B.** Start – Stop Locations:

1. Terminals
   a. Long Beach SSA Terminals-Pier A, PCT-Pier J (Pacific Maritime Services)
   b. Oakland SSA Terminal: OICT (Oakland International Container Terminal)

**C.** Equipment Types not covered:

| | |
|---|---|
| 1. Tri-axles | Motor Carrier provided |
| 2. Genset | Motor Carrier provided |
| 3. 48' Fixed | Motor Carrier provided |
| 4. 45'/48'/53' Extendable | Motor Carrier provided |

# SCHEDULE 2

Equipment Interchange Agreement ("EIA")

A. Motor Carrier Interchange Agreement

1. Motor Carrier must register with eModal.com website, register each of its drivers in eModal, provide required insurance (see Paragraph O and P above and Paragraph B below), and agree to terms and conditions of this EIA.
2. eModal.com will verify Motor Carrier's credit worthiness and insurance provided.
3. Pool Management will review information provided to eModal and will approve or deny the Motor Carrier's application to become a billable user of the chassis pool.
4. Motor Carrier must possess and maintain a valid SCAC and DOT number.

B. Motor Carrier Insurance Requirements

1. Auto Liability - $1 million or greater, insuring all intermodal chassis provided to Motor Carrier.
2. Commercial General Liability – combined single limit of $1 million per occurrence or greater, of which no portion can be self-insured.
3. Trailer Interchange Insurance – includes collision, with a limit not less than an amount equal to the value of the Intermodal Equipment interchanged, not less than $25,000.
4. All insurance policies must name as additional insured and loss payees, West Coast Chassis Pool.
5. Insurer's AM Best rating A- VII.
6. Owner to be named

| **MOTOR CARRIER** | **WEST COAST CHASSIS POOL** |
|---|---|
| By: _____ | By :_____ |
| Print: _____ | Print: _____ |
| Title:_____ | Title:_____ |
| Date:_____ | Date:_____ |

**Exhibit A to Chassis Agreement**

As referenced in Sections E.b and M.b.

The following list sets forth those items, which the Motor Carrier has responsibility for visually or audibly checking prior to use of the Equipment:

1. Chassis Twist Locks and Safety Latches – (Check that twist locks and safety latches are engaged and properly secured.)
2. Slider Pins – (Check that slider pins are engaged for all sliding chassis.)
3. Bolsters (Check that bolsters are not bent and the container can be secured properly.)
4. Landing Legs (Check that Landing legs are in 90 degree position and they move up and down properly.)
5. Sand Shoes (Check that sand shoes or dolly wheels are attached to landing legs and secure.)
6. Crank Handles (Check that handle is attached, secure and operable to move landing legs up and down.)
7. Mud Flaps – (Check that mud flaps are whole and properly secured.)
8. Tires (Check that the following conditions are **not** present.)
    b. Tire is flat, underinflated or has noticeable (e.g., can be heard or felt) leak.
    c. Any tire with excessive wear (2/32nds or less thread depth), visually observable bump, or knot apparently related to tread or sidewall separation.
    d. Tire is mounted or inflated so that it comes in contact with any part of the vehicle. (This includes any tire contacting its mate in a dual set.)
    e. Seventy-five percent or more of the tread width is loose or missing in excess of 12 inches (30cm) in circumference.
9. Rims (Check that rims are not cracked and/or bent.)
10. Rear Underride Guard (“ICC Bumper”) (Check that Guard is in place and not bent under the frame.)
11. Electrical Wiring/Lights – (Check that lights are in working order.)
12. Reflectors/Conspicuity Treatments (Check for reflector lenses and presence of conspicuity tape or bar on the 3 visual sides of the chassis.)
13. Brake Lines, Including Air Hoses and Glad Hands – (Check for audible air leaks and proper pressurization only.)
14. Current License Plate (Check to see that it is affixed to equipment.)
15. Proper Display of Hazardous Cargo Placards, In Accordance with Shipping Papers
16. Display of Current Non-expired Federal Placards or Stickers (Check to see that it is affixed to equipment.)

The foregoing list does not include latent defects unless caused by or resulting from the negligent or intentional acts or omissions of the Motor Carrier, its agents, employees, vendors or subcontractors during the Interchange Period. The foregoing list is without limitation of any federal or state legal requirements applicable to Motor Carrier with respect to use or operation of Equipment.