



TRAILER INTERCHANGE AGREEMENT

THIS TRAILER INTERCHANGE AGREEMENT (this "Agreement") is entered into by and between BBI Logistics LLC, an Ohio limited liability company ("Broker") and _____ [NAME OF CARRIER], a(n) _____ [Type of Entity] ("User"). For the purposes of this Agreement, Broker and User may be referred to collectively as the "Parties," and individually as a "Party."

RECITALS

- A. Broker is a transportation broker, and is actively engaged in the business of soliciting shippers of general commodities for the tender of freight to various motor carriers for transportation in interstate and intrastate commerce.
- B. User is an authorized motor carrier, as that term is defined in 49 U.S.C. § 13102(14).
- C. Broker and User are parties to that certain Broker/Carrier Agreement, dated _____ [DATE] (the "Carrier Agreement"), whereby User agrees to transport freight for Broker on behalf of Broker's third-party customers (the "Shipper(s)").
- D. The Parties desire to expand the services described in the Carrier Agreement to allow User to interchange freight using trailers (the "Equipment") that are owned, leased, contracted to, or controlled by Shippers.

Now, therefore, for and in consideration of the foregoing and the mutual covenants and agreements of the Parties set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound hereby, the Parties agree hereto as follows:

1. **Equipment.** The term "Equipment," as used herein, shall refer to any trailers owned, leased, contracted to, or controlled by a Shipper.
2. **Points of Interchange.** The specific points of interchange shall be at the points mutually agreed upon between the Parties.
3. **Initial Inspection.** Prior to acceptance of any Equipment, the User shall complete the Power-Only Checklist (link texted to driver), noting all damage, (or the absence of damage) and conditions of safety related items including, but not limited to, tires, brakes, air systems, sliding tandem hook pin. This checklist shall be completed upon the acceptance of the trailer. Should the inspection reveal any safety-related defects, the User will notify the Broker and/or Shipper before use. User's use of any Equipment without notification or the preparation of an Inspection Report shall be deemed as User's acceptance of the Equipment without recourse and User's acknowledgment that the Equipment is in good

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working order and free of reasonable defect. No warranty, express or implied, is made by the Shipper or the Broker of the quality, design, or manufacture of the Equipment.

4. **Use and Return.** User agrees that the Equipment will only be utilized to promptly and expeditiously transport Shipper's freight, and thereafter will be promptly returned to Shipper in the city and at the terminal where received, unless otherwise specified by Shipper. User shall be responsible for the safe and timely return of the Equipment to Shipper, ordinary wear and tear excepted. User agrees not to interchange Equipment obtained from Shipper hereunder with third parties.
5. **User's Responsibilities.** User shall accept responsibility for all owner operators and their leased power units as if they were User's own employees and vehicles. Proper identification on tractors is mandatory and is an obligation of the User. User shall have complete control and supervision of such Equipment, and such Equipment shall be operated under its authority while in its possession. User shall likewise be responsible for compliance with all applicable statutes, rules, regulations and other directives relating to the operation of the Equipment, including but not limited to the federal motor carrier safety regulations, weight and route limitations and restrictions, all traffic regulations, and other legal requirements.
6. **Taxes.** User shall bear the cost of all federal, state, or municipal taxes, fines, fees, or charges levied or imposed or arising out of the use of the Equipment while in its possession, until its proper return to Shipper.
7. **Independent Contractor Status.** The relationship between the Parties shall be deemed to be that of independent contractors at all times and for all purposes. Neither Party shall be considered an employee, agent or servant of the other in the performance of this Agreement. Neither Party shall have the power or authority to contractually bind the other in any manner. User shall be responsible for compliance with any and all federal, state and local laws, ordinances or regulations regarding compensation, contributions, and taxes with respect to its employees. User hereby agrees to indemnify, defend and hold harmless Broker and Shipper, and their respective employees, officers, subsidiaries and affiliates against any and all claims and suits, including all defense costs, attorney's fees, and settlement or judgment expenses, associated with any employment-related matters of User.
8. **Indemnification.** User agrees to indemnify, defend and hold Broker and Shipper, and their respective officers, employees, and agents (collectively, the "Indemnitees") harmless from and against any and all loss, damage, liability, cost or expense, including but not limited

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to, attorney's fees (collectively, the "Losses"), suffered or incurred in connection with injuries or death of any person, or loss of or damage to any property, arising out of use, operation or maintenance of said Equipment until such Equipment has been returned to Shipper and receipt issued therefor. Notwithstanding the foregoing, User shall not be obligated to indemnify, defend, or hold harmless any Indemnitee from or against any Loss to the extent such Loss arises from such Indemnitee's negligent act or omission or intentional misconduct.

9. **Insurance.** Before commencing any work hereunder, User shall procure, and shall thereafter maintain in force during the period of this Agreement, the following insurance coverage, with insurance companies satisfactory to Broker, encompassing all of the work and services to be performed hereunder by User:

- a. Insurance coverage for owned and hired automobile liability including bodily injury and property damage, with coverage of at least \$1,000,000.00 combined single limit or the equivalent.
- b. Insurance coverage for physical damage insurance for loss or damage to Equipment while in the care, custody and/or control of the User. Such coverage may be written on an actual cash value basis per unit, but in no event less than \$40,000.00.
- c. Insurance coverage for cargo loss insurance for loss and damage to lading contained in the Equipment while in the care, custody and/or control of the User. Such coverage shall be in the minimum amount of \$100,000.00.
- d. All certificates of insurance must provide User a minimum of thirty (30) days' notice of cancellation

10. **Damage or Loss to Equipment:** User shall be responsible for all damages and losses, occurring to the Equipment while in User's possession, except to the extent such damage or loss is caused by the negligent acts or omissions of the Shipper or its employees. In the event of total loss of Equipment, User shall pay to Shipper the commercial value of the trailer at the time it was interchanged.

11. **Ordinary Maintenance of Equipment.** Except as provided in Section 12, ordinary maintenance and other service adjustments on Equipment, tires excluded, occasioned by ordinary use will be:

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- a. Absorbed by the User when costs thereof do not exceed \$50.00, exclusive of service charge.
 - b. Billed to and borne by Shipper in its entirety when costs thereof would Exceed \$50.00; provided, however, that Shipper's authorization is obtained prior to commencement of repairs when the costs thereof is estimated to exceed \$100.00. Shipper will not be responsible for any other consequential costs. Bills against Shipper for ordinary maintenance of Equipment shall be tendered within thirty (30) days from the date the repairs were completed, unless otherwise agreed upon.
 - c. In the event that the Equipment to be interchanged consists of refrigerated trailers or "reefer units," the party utilizing such refrigerated Equipment shall be responsible or supplying the fuel required for its operations.
12. **Tires.** Shipper shall furnish Equipment with tires and tubes of proper size at the time of interchange. Thereafter, until the Equipment is returned to Shipper, repairs to tires and tubes shall be made by and at the expense of User. When an unserviceable tire or tube is replaced, it must be with a new tire/tube or newly recapped tire. When a tire is replaced, the empty tube should be reapplied if serviceable. User shall return the blown-out or unserviceable tire to Shipper.
13. **Term and Termination.** This Agreement is in effect from the date shown herein, and shall continue to in effect until terminated by either Party, provided that the terminating Party shall have given the other Party ten (10) days' prior written notice. Any Equipment in possession of the User on the date of termination must be returned to Shipper within seventy-two (72) hours. If Equipment is not returned by User and it becomes necessary for Shipper to have the Equipment returned, User shall bear all expenses for return of Equipment.
14. **Assignment/Modifications of Agreement.** This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. This Agreement may not be assigned by either Party without the written consent of the other Party, except to any wholly-owned subsidiary of such Party. No amendment or modification of the terms of this Agreement will be binding unless in writing and signed by the Parties.
15. **Severability / Survivability.** If the operation of any portion of this Agreement results in a violation of any law, or a court of competent jurisdiction determines any provision to be

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invalid or unenforceable, the Parties agree that such portion or provision will be severable and that the remaining provisions of the Agreement will continue in full force and effect.

16. **Choice of Law.** Except to the extent that mandatory U.S. federal law may be applicable to this Agreement, the internal laws of the State of Ohio shall be controlling and shall govern this Agreement, without reference to any conflict-of-laws doctrine under which that State might look to the laws of any other jurisdiction.
17. **Disputes.** In the event of any dispute arising out of this Agreement (either in contract or tort, whether statutory or otherwise), the Parties agree that they will work in good faith to resolve any such disputes. The dispute shall first be submitted for good faith discussion and possible resolution by senior members of the Parties' management teams, as designated by and for each Party. Such designees shall discuss and amicably attempt to resolve the dispute for at least ten (10) business days. If the Parties are unable to resolve the dispute within this period, either Party may proceed to arbitration; all disputes of whatever kind between the Parties arising out of or relating to the negotiation, formation or performance of this Agreement shall be resolved exclusively by final and binding arbitration. The arbitration shall be conducted in Columbus, Ohio pursuant to the Expedited Procedures of the Commercial Arbitration Rules of the American Arbitration Association and shall be governed by the Federal Arbitration Act. The arbitrator shall have the power to rule on his or her own jurisdiction, including any objections with respect to the existence, scope, or validity of the arbitration agreement or to the arbitrability of any claim or counterclaim. The Parties acknowledge that, with respect to all such disputes, they have voluntarily and knowingly waived any right they may have to a jury trial or to participate in a class action or class litigation as a representative of any other persons or as a member of any class of persons, or to consolidate its claims with those of any other persons or class of persons. If this prohibition against class litigation is ruled to be unenforceable for any reason in any proceeding, then the prohibition against class litigation shall be void and of no force and effect in that proceeding. The arbitrator shall award to the substantially prevailing party, if any, as determined by the arbitrator, all of its costs and fees. "Costs and fees" are defined as all reasonable pre-award expenses of the arbitration, including the arbitrator's fees, administrative costs, court costs, witness fees, and attorneys' fees.
18. **Entire Agreement.** This Agreement, including all Appendices attached hereto, constitutes the entire agreement intended by and between the Parties and supersedes all prior agreements, representations, warranties, statements, promises, information, arrangements, and understandings, whether oral, written, expressed or implied, with respect to the subject matter hereof.

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No further text on this page. Signatures follow.

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BBI LOGISTICS

IN WITNESS WHEREOF, this Agreement is executed between the Parties as of the ___
day of _____, 20__.

Broker:

BBI LOGISTICS, LLC

By: Brent Bosse

Printed Name: Brent Bosse

Title: President

User:

Legal Carrier Name: _____

Carrier DOT#/ MC#: _____

Signature: _____

Date: _____

Printed Name: _____

Title: _____

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