

THOROUGHbred DIRECT INTERMODAL SERVICES
EQUIPMENT POOL AGREEMENT

Effective Date: _____

This equipment pool agreement is effective per the date above and shall renew automatically from year to year. Any changes or cancellations to this agreement must be in writing and signed by both parties.

POOL SIZE

Where mutually beneficial, TDIS will spot equipment (trailers and or containers) at the request of the Customer. The size(s) and type(s) of equipment will be agreed upon in advance of creating a pool. Changes in size and type of equipment in a pool may be requested in writing as needed. Equipment is to be used on a first in, first out basis (FIFO). The customer will assume responsibility and liability for equipment in the pool. TDIS will assume responsibility for all non-damage related repairs based upon AAR rules. TDIS reserves the right to enter any pool location for the purpose of inventory control and remove empty equipment as deemed necessary.

FREE TIME

Equipment spotted will be allowed a free (non-chargeable) time based upon the day of spot plus two days. After free time expires, per diem charges will be calculated on a on a per day basis at \$30 per day. Weekends and Holidays are not free. (Example: Equipment spotted on a Monday at 0900 AM will have till Wednesday at 2359 as free time). After 2359 Wednesday pool per diem charges will begin to accrue.

Transfer from one pool to another without a TDIS revenue move between pools will not be considered as a break in the allotted free time and no new free time will begin at the new pool location. The remainder of free time from the 1st location will be transfer to the 2nd location.

TERMINATION OF EQUIPMENT IN A POOL

The Customer or their designated party shall notify TDIS when a piece of equipment is available to pick up as a load, or is empty and no longer needed in the pool. Pool time charges will continue to accrue until the equipment is picked up loaded or empty from the pool. Any trailer that has been loaded and cannot be moved from the pool location due to a Customer directed transit schedule shall continue to accrue pool per diem charges until TDIS can reasonably take that equipment to it intended destination.

MISUSE

A piece of tdis supplied equipment will be considered misused when it is given loaded or empty to another carrier other that TDIS to move out of the location where TDIS spotted the equipment with prior TDIS consent in advance.

MISUSE CHARGE = \$350 PER PIECE OF EQUIPMENT

POOL LOCATION (S)

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
SIZE: _____	SIZE: _____	SIZE: _____

Thoroughbred Direct
Intermodal Services
2260 Butler Pike Suite 400
Plymouth Meeting, PA 19462

Customer: _____

By: Zane P. Strous
Title: Director of Assets

By: _____
Title: _____

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SCHEDULE 'A'

DAY	TDIS PER-DIEM CHARGE	CUMLATIVE CHARGES
1	FREE	\$ -
2	FREE	\$ -
3	FREE	\$ -
4	\$ 30.00	\$ 30.00
5	\$ 30.00	\$ 60.00
6	\$ 30.00	\$ 90.00
7	\$ 30.00	\$ 120.00
8	\$ 30.00	\$ 150.00
9	\$ 30.00	\$ 180.00
10	\$ 30.00	\$ 210.00
11	\$ 30.00	\$ 240.00
12	\$ 30.00	\$ 270.00
13	\$ 30.00	\$ 300.00
14	\$ 30.00	\$ 330.00
15	\$ 30.00	\$ 360.00
16	\$ 30.00	\$ 390.00
17	\$ 30.00	\$ 420.00
18	\$ 30.00	\$ 450.00
19	\$ 30.00	\$ 480.00
20	\$ 30.00	\$ 510.00
21	\$ 30.00	\$ 540.00
22	\$ 30.00	\$ 570.00
23	\$ 30.00	\$ 600.00
24	\$ 30.00	\$ 630.00
25	\$ 30.00	\$ 660.00

DAY	TDIS PER-DIEM CHARGE	CUMLATIVE CHARGES
26	\$ 30.00	\$ 690.00
27	\$ 30.00	\$ 720.00
28	\$ 30.00	\$ 750.00
29	\$ 30.00	\$ 780.00
30	\$ 30.00	\$ 810.00
31	\$ 30.00	\$ 840.00
32	\$ 30.00	\$ 870.00
33	\$ 30.00	\$ 900.00
34	\$ 30.00	\$ 930.00
35	\$ 30.00	\$ 960.00
36	\$ 30.00	\$ 990.00
37	\$ 30.00	\$ 1,020.00
38	\$ 30.00	\$ 1,050.00
39	\$ 30.00	\$ 1,080.00
40	\$ 30.00	\$ 1,110.00
41	\$ 30.00	\$ 1,140.00
42	\$ 30.00	\$ 1,170.00
43	\$ 30.00	\$ 1,200.00
44	\$ 30.00	\$ 1,230.00
45	\$ 30.00	\$ 1,260.00
46	\$ 30.00	\$ 1,290.00
47	\$ 30.00	\$ 1,320.00
48	\$ 30.00	\$ 1,350.00
49	\$ 30.00	\$ 1,380.00
50	\$ 30.00	\$ 1,410.00