

THOROUGHbred DIRECT INTERMODAL SERVICES EQUIPMENT POOL AGREEMENT

This Agreement (Agreement) is made and intended to be effective on this _____ day of _____, 201____ by and between Thoroughbred Direct Intermodal Services, Inc. (TDIS) with offices located at 5165 Campus Drive Suite 400 Plymouth Meeting, PA 19046, a Pennsylvania corporation, MC# 371347, and _____, (a corporation), (LLC), ("MC# _____ ") with offices located at _____, (Customer). PARTIES for purposes of this Agreement shall include both TDIS and Customer, identified herein.

TERM

This Agreement shall be in effect for a period of one year beginning with the date of signing by both Parties and shall be automatically renewed for like periods with an annual review unless terminated by either Party for any reason, upon at least thirty days advance written notice. Termination of this Agreement shall not relieve either Party from completing and performing their obligations to each other and to carriers and/or shipper customers, or any of the obligations arising out of the terms contained in this Agreement.

POOL SIZE

Where mutually beneficial, TDIS will spot equipment (trailers and or containers) at the request of the Customer. The agreed size of the pool(s) is identified below by location. 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.

ADJUSTMENT OF POOL

Changes in pool size must be requested in writing. If TDIS is required to bobtail in or out of a location to reposition empty equipment, either to increase or decrease the size of the pool, a Pool Adjustment charge will be required to cover the drayage. If TDIS is unable to spot an empty at the time of pick up, TDIS will pick up the load upon a customer's written request and will replenish the pool when sufficient equipment levels permit, however a Pool Adjustment charge will be required. Pool Adjustment charges are identified below by location.

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 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. Any remaining 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.

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MISUSE

TDIS supplied equipment will be considered misused when it is given loaded or empty to a carrier other than TDIS without TDIS consent in advance.

MISUSE CHARGE = \$350 PER PIECE OF EQUIPMENT

POOL LOCATION(S) for Customer Bill to # _____

Pool Size:	Pool Size:	Pool Size:
Pool Adjustment:	Pool Adjustment:	Pool Adjustment:

IN WITNESS whereof the Parties have signed this Agreement this ____ day of _____ 201____

Authorized Signature

Authorized Signature

Print Name & Title

Print Name & Title

5165 Campus Drive Suite 400
Address

Address

Plymouth Meeting, PA 19462-1308
City, State, Zip

City, State, Zip

(877) 250-2902
Phone Number

Phone Number

(610) 567-3390
FAX

FAX

tdispoolreports@ns-direct.com
Email Address

* Email Address

*Please note the email address provided is where the equipment notifications will be sent.

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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