

# 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.

## POWER DETENTION

Power on site at a pool location is subject to one hour of free time including all of the following scenarios: creation of a new pool; increase or decrease the amount of equipment in an existing pool; or terminate a pool by removing all equipment in that pool. TDIS will make every effort to notify customers upon expiration of free time as it occurs.

## 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** till day 10. On day 11 per diem will increase to \$50 and on day 21 per diem will increase to \$200 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 1<sup>st</sup> location will be transfer to the 2<sup>nd</sup> 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



**THOROUGHBRED DIRECT INTERMODAL SERVICES**  
**EQUIPMENT POOL AGREEMENT**

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	\$50.00	\$260.00
12	\$50.00	\$310.00
13	\$50.00	\$360.00
14	\$50.00	\$410.00
15	\$50.00	\$460.00
16	\$50.00	\$510.00
17	\$50.00	\$560.00
18	\$50.00	\$610.00
19	\$50.00	\$660.00
20	\$50.00	\$710.00
21	\$200.00	\$910.00
22	\$200.00	\$1,110.00
23	\$200.00	\$1,310.00
24	\$200.00	\$1,510.00
25	\$200.00	\$1,710.00

DAY	TDIS PER-DIEM CHARGE	CUMLATIVE CHARGES
26	\$200.00	\$1,910.00
27	\$200.00	\$2,110.00
28	\$200.00	\$2,310.00
29	\$200.00	\$2,510.00
30	\$200.00	\$2,710.00
31	\$200.00	\$2,910.00
32	\$200.00	\$3,110.00
33	\$200.00	\$3,310.00
34	\$200.00	\$3,510.00
35	\$200.00	\$3,710.00
36	\$200.00	\$3,910.00
37	\$200.00	\$4,110.00
38	\$200.00	\$4,310.00
39	\$200.00	\$4,510.00
40	\$200.00	\$4,710.00
41	\$200.00	\$4,910.00
42	\$200.00	\$5,110.00
43	\$200.00	\$5,310.00
44	\$200.00	\$5,510.00
45	\$200.00	\$5,710.00
46	\$200.00	\$5,910.00
47	\$200.00	\$6,110.00
48	\$200.00	\$6,310.00
49	\$200.00	\$6,510.00
50	\$200.00	\$6,710.00