

FORM AGREEMENT C-3

MASTER CHASSIS USE AGREEMENT

THIS CHASSIS USE AGREEMENT (this "Agreement") is made as of is made as of this _____ day of _____, 20__, by and between (CCM POOL LLC Name), a Delaware limited liability company ("(CCM POOL NAME)"), and _____ (the "User"). Whereby the parties mutually agree to the terms and conditions set forth in the following pages, in witness thereof, the parties have executed this Agreement through their duly authorized representatives.

(CCM POOL LLC NAME)

By: _____

Print Name: _____

Title: _____

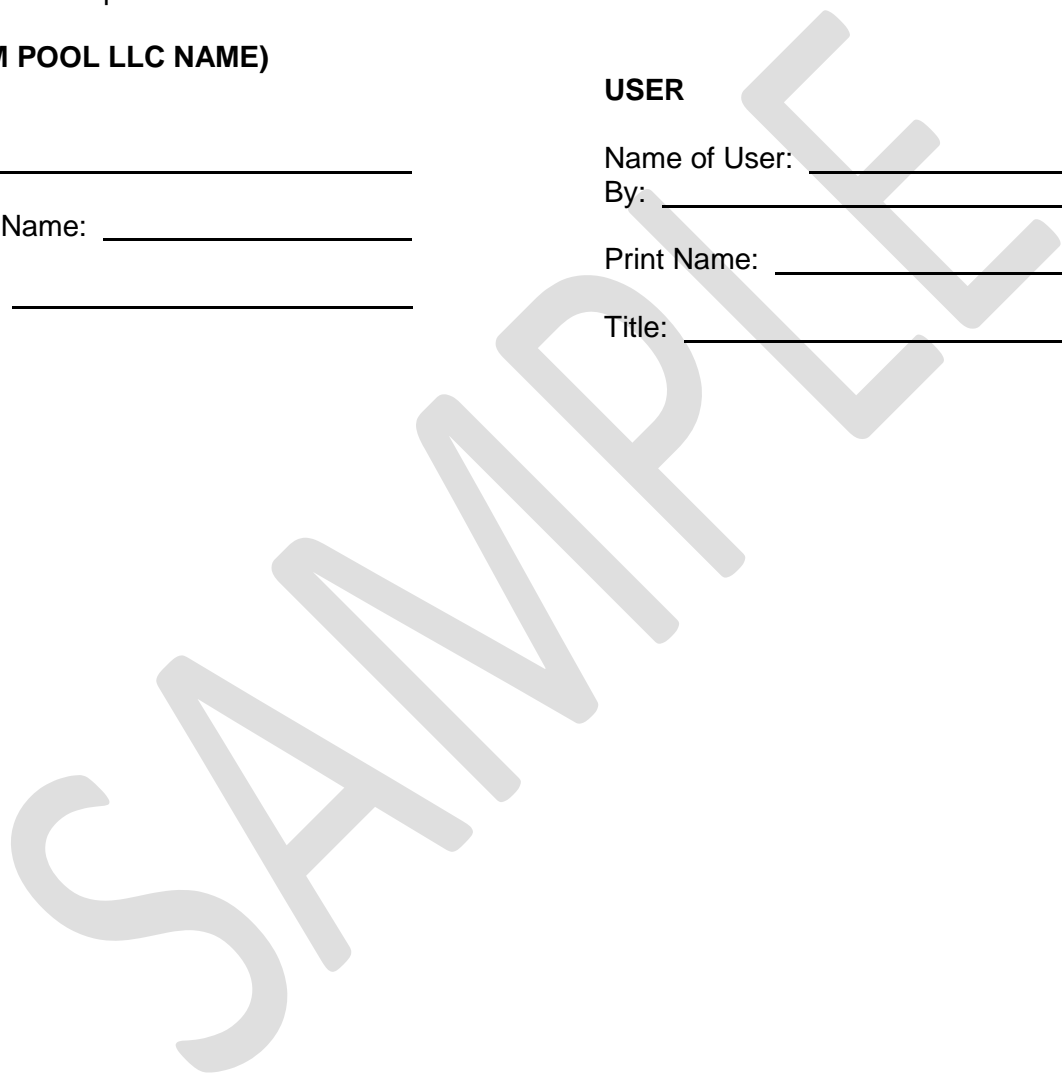
USER

Name of User: _____

By: _____

Print Name: _____

Title: _____



RECITALS

R-1 (CCM POOL NAME) has established a pool of chassis (the "Chassis Pool") for over-the-road transportation of international shipping containers.

R-2 User is an entity that uses Chassis from (CCM POOL NAME)'s Chassis Pool for its operations at the Terminals to facilitate the movement of international ocean carrier cargo to and from the Terminals.

R-3 (CCM POOL NAME) and User desire to set forth the terms and conditions upon which the Chassis in the Chassis Pool will be made available for use by User and/or its Customers.

Now, therefore, in consideration of the mutual promises set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, (CCM POOL NAME) and User agree as follows:

ARTICLE 1. DEFINITIONS.

The following terms shall have the following meanings in this Agreement:

"Chassis" or "Pool Chassis" shall mean Chassis which have been contributed to the Chassis Pool for use in over-the-road transportation of intermodal freight containers pursuant to a (CCM POOL NAME) Master Chassis Contribution Agreement or which have been leased by (CCM POOL NAME) from a chassis lessor.

"Contributor" means an entity that has entered into a Master Chassis Contribution Agreement with (CCM POOL NAME).

"Customer" shall mean an entity designated to (CCM POOL NAME) by User pursuant to the procedures set forth in the (CCM POOL NAME) Operations Manual, as may be amended from time to time, that rents or interchanges one or more Chassis from User.

"License Agreement" shall mean a License and Access Agreement which has been entered into by (CCM POOL NAME) and one or more Terminal Operators relating to access to and operations within one or more Terminals.

"Manager" shall mean the Pool Manager as appointed from time to time by (CCM POOL NAME).

"Operations Manual" shall mean the (CCM POOL NAME) Operations Manual for the operation of the Chassis Pool as it may be amended from time to time.

"Replacement Cost" means the replacement cost of a Chassis as set forth in the (CCM POOL NAME) Operations Manual.

"Standards" shall mean, with respect to the operating condition of each Chassis, and each item of the maintenance and repair of each Chassis: (i) the then current U.S. Department of Transportation safety requirements (including, but not limited to, Federal Motor Carrier Safety Administration and other state and federally mandated requirements then in effect); and (ii) the standards for maintenance, repair, and operating condition for Chassis adopted by (CCM POOL NAME) in writing, with a copy made available to User as part of the (CCM POOL NAME)

Operations Manual or otherwise.

“Terminal” or “Terminals” shall mean marine and rail terminals and other inland facilities listed as such in the (CCM POOL NAME) Operations Manual.

“Terminal Operator” shall mean the entity that operates a Terminal.

“Use Period” or “Usage Days” are defined as a User’s use of a Chassis for all or part of one calendar day, subject to the limit of one day per individual Chassis per User regardless of the number of uses within one calendar day. Use begins when a User or its Customer employs the use of the chassis through having a container mounted on it on terminal, or interchanges the chassis out gate.

“Users” shall mean entities which have executed a written Master Chassis Use Agreement with (CCM POOL NAME).

ARTICLE 2: SUPPLY OF CHASSIS

2.1 Use of Chassis. User may use Chassis in the Chassis Pool subject to the terms of this Agreement and the (CCM POOL NAME) Operations Manual. User warrants that it shall not lease, rent, interchange, or assign any Pool Chassis to any entity not a Customer of User.

2.2 Projections. Each User shall provide to (CCM POOL NAME) User’s projected use of Chassis as (CCM POOL NAME) may request from time to time in order to facilitate (CCM POOL NAME)’s ability to make Chassis available to all Users.

2.3 Contribution. To facilitate the maintenance of an adequate inventory, the User must contribute equipment under a Master Chassis Contribution Agreement in an amount determined by the Manager based upon User’s anticipated Chassis use levels and the target utilization rates set by Manager from time to time.

ARTICLE 3: INVOICING

3.1 User shall pay to (CCM POOL NAME) the rates and charges representing its share of the Pool’s costs and operational expenses (together “Rates”) as stated in the (CCM POOL NAME) Operations Manual for each Chassis supplied by (CCM POOL NAME). These Rates may be adjusted at any time by (CCM POOL NAME) in its discretion, provided that written notice of any Rate increases shall be given to User thirty (30) days prior to their effectiveness.

3.2 All (CCM POOL NAME) invoices submitted to User shall be due and payable within 30 days of the invoice date. Delinquent accounts shall be treated according to the procedures set forth in the (CCM POOL NAME) Operations Manual, including provisions for the selective grounding of User’s containers. (CCM POOL NAME) reserves all rights to pursue whatever collection actions it deems necessary to recover the amounts owed. User agrees to reimburse (CCM POOL NAME) for all costs, including attorney fees, incurred in collecting amounts due under this Agreement. In addition to the foregoing, with respect to delinquent accounts, (CCM POOL NAME) reserves the right to restrict or suspend a User’s access to or use of Pool Chassis until the User’s account is current. The procedures for disputing amounts due and resolving such disputes shall be set forth in the (CCM POOL NAME) Operations Manual.

3.3 Alternative or modified billing procedures applicable to this Agreement, including requirements for billing in advance or arrears, in lieu of the foregoing procedure may be adopted by the Board of Managers from time to time and set forth in the (CCM POOL NAME) Operations Manual upon notice to User.

3.4 Financial Responsibility. User must demonstrate to the satisfaction of (CCM POOL NAME) that it has conducted its business affairs in a financially responsible manner and will be able to meet its financial obligations hereunder.

ARTICLE 4: TERM

4.1 The term of this Agreement ("Term") shall be one (1) year from the date first set forth above and shall automatically renew for successive one (1) year periods. Notwithstanding the foregoing, either User or (CCM POOL NAME) may terminate this Agreement without cause by giving ninety (90) days advance written notice to the other party of intent to terminate this Agreement, and this Agreement shall terminate on such date as is specified in the notice, unless (CCM POOL NAME) and User agree to an earlier date.

4.2 (CCM POOL NAME) may terminate this Agreement for cause if: (i) User commits a material breach of its obligations under this Agreement or fails to comply with a material requirement or duty hereunder, and fails to cure same within thirty (30) days written notice of such breach; (ii) User fails to pay undisputed amounts billed to it for sums due hereunder and fails to cure same within ten (10) days written notice of such failure. This Agreement shall terminate if User enters or is placed in bankruptcy, trusteeship, liquidation, or similar proceeding, voluntarily or involuntarily.

4.3 User may terminate this Agreement for cause if: (i) (CCM POOL NAME) commits a material breach of its obligations hereunder or fails to comply with a material requirement or duty hereunder, and, fails to cure same within thirty (30) days written notice of such breach; and/or (ii) (CCM POOL NAME) enters or is placed in bankruptcy, trusteeship, liquidation, or similar proceeding, voluntarily or involuntarily.

4.4 If not otherwise terminated, this Agreement shall terminate upon the termination of Chassis Pool operation.

4.5 Notwithstanding a termination of this Agreement, both parties shall be responsible for all obligations, costs, and liabilities incurred hereunder with respect to matters occurring through the effective date of the termination, including but not limited to any obligation of indemnification provided for under this Agreement. Neither party shall be responsible for obligations arising after the effective date of termination; provided, however, that upon submission of notice of termination hereof by (CCM POOL NAME) or User, User shall make all best efforts to return all chassis being used by it or its Customers to the Terminal designated by (CCM POOL NAME) and upon termination of this Agreement, User shall ensure that all Pool Chassis have been returned to (CCM POOL NAME) at a Terminal designated by (CCM POOL NAME). Notwithstanding any other provision hereof, until such return to (CCM POOL NAME), User shall be responsible for all obligations, costs, and liabilities with respect to matters occurring with respect to non-returned Chassis through the date of the return of each Chassis to (CCM POOL NAME), including but not limited to all payments due and owing, damages caused, and obligations of insurance and indemnification provided for under in this Agreement.

ARTICLE 5: PROCUREMENT AND RETURN OF CHASSIS

5.1 User and User's Customers from time to time may use Chassis pursuant to the terms of this Agreement, subject to the following:

5.1.1 User and, to the extent authorized by User, User's Customers, may procure Chassis from the Chassis Pool for use in the United States pursuant to procedures established by (CCM POOL NAME) at the locations designated in **Appendix A**.

5.1.2 (CCM POOL NAME) will make reasonable efforts to keep sufficient Chassis in the Chassis Pool so that Chassis are available at Terminals for User's needs. However, (CCM POOL NAME) or its Manager may restrict or limit the number of Chassis available to User or User's Customers after taking into account the available supply of Chassis in the Pool, demand for same, the number of Chassis User has contributed to the Pool, and any other considerations with respect to ensuring an adequate supply or equitable allocation of Chassis for all Users in the Chassis Pool. (CCM POOL NAME) does not guarantee supply of equipment in all circumstances.

5.1.3 (CCM POOL NAME) covenants to User that (CCM POOL NAME) will maintain or cause to be maintained systems and procedures for the systematic inspection, maintenance and repair of Chassis in the Chassis Pool as required by federal law, and will use commercially reasonable efforts consistent with industry standards to assure that the Chassis delivered by (CCM POOL NAME) to User conform to the Standards.

5.1.4 EXCEPT AS EXPRESSLY CONTAINED IN THIS AGREEMENT, (CCM POOL NAME) DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, ANY OTHER COVENANT, REPRESENTATION OR WARRANTY AS TO THE FITNESS, INCLUDING WITHOUT LIMITATION FITNESS FOR USE OR A PARTICULAR PURPOSE, MERCHANTABILITY OR CONDITION OF THE CHASSIS (INCLUDING WITHOUT LIMITATION TIRES AND TUBES) PROVIDED TO USER OR AVAILABILITY OF EQUIPMENT AT ANY GIVEN TIME, PLACE, OR IN ANY GIVEN QUANTITY.

5.2 Representations, Warranties, and Covenants by User. User represents, warrants, and covenants to (CCM POOL NAME) that (i) the Chassis will be used only for the over-the-road transport or repositioning of freight containers, or repositioning of the Chassis, (ii) User operates under the Uniform Intermodal Interchange and Facilities Access Agreement ("UIIA") or comparable interchange agreement (including insurance and indemnification requirements at least meeting the minimum criteria set forth in the UIIA), (iii) User's Customers will operate under the UIIA or comparable interchange agreement (including insurance and indemnification requirements at least meeting the minimum criteria set forth in the UIIA) with User, (iv) to the extent that User or its Customer is not a steamship line and Department of Transportation or state operating authority is required for the operation of the Chassis, User or its Customer has obtained such required authority, and (v) User will notify (CCM POOL NAME) immediately of (a) any claim, suit, or notice of any claim or suit arising from an incident involving User's use of a Chassis, and (b) any incident which could give rise to such a suit or claim.

5.3 Return of Chassis, Inspection.

5.3.1 Pursuant to the provisions set forth in the (CCM POOL NAME) Operations Manual, if a Chassis has not been returned to a terminal for an extended period of time, Manager may require User to return the Chassis to (i) the Terminal where the Chassis was

supplied by (CCM POOL NAME) to User, or (ii) such other facility(ies) (CCM POOL NAME) establishes as a facility for the procurement and delivery of Chassis.

5.3.2 When a Chassis is returned to the Terminal, it will be subject to inspection documented by an Equipment Interchange Report or photographic or other comparable recordation process (collectively "EIR"). If the EIR indicates that a Chassis does not conform to the Standards, and that such nonconformance was due to causes other than normal wear and tear, then the Chassis shall be sent to a maintenance and repair ("M & R") vendor engaged by Pool Manager for repair of the nonconformity. The cost of such repairs shall be billed to the User pursuant to the terms of the Operations Manual. The Operations Manual may set out other circumstances in which User shall be responsible for the cost of repairs.

ARTICLE 6: CHASSIS MANAGEMENT

6.1 (CCM POOL NAME) shall identify Chassis using a Pool Identification Number which shall (i) be plainly visible and which shall be conspicuously displayed on the Chassis, and (ii) be used in connection with (CCM POOL NAME)'s Chassis management program. The Pool Identification Number will be assigned pursuant to the Master Chassis Contribution Agreement.

6.2 (CCM POOL NAME) shall maintain records of, among other items, the Pool Identification Number of each Chassis, the date each Chassis was received by User, and the date each Chassis was returned to (CCM POOL NAME). (CCM POOL NAME) shall also maintain records with respect to inspection, maintenance and repair of Chassis. Such records may, in (CCM POOL NAME)'s discretion, be combined with or subsumed under (CCM POOL NAME)'s master record-keeping system for Chassis. Such records may be kept in electronic form in lieu of paper form. Upon reasonable notice and at reasonable times, User may inspect such records. If the computerized system permits, in (CCM POOL NAME)'s discretion, (CCM POOL NAME) may allow User to have read-only access to such electronic Chassis records. (CCM POOL NAME)'s records shall be deemed correct unless contradicted by clear evidence.

ARTICLE 7: MAINTENANCE AND REPAIR OF CHASSIS; OPERATING EXPENSES; CASUALTY, THEFT, AND LOSS

7.1 Maintenance and Repair. If a defect in a Chassis is discovered during the User's use period and expenses are incurred by User for repairs, (CCM POOL NAME) shall reimburse User for the repair unless the need for the repair was caused by: (i) the negligence of the User, User's Customer, or its agent, or (ii) other than normal wear and tear to the Chassis occurring during the use period, or (iii) an act or omission for which a motor carrier is responsible under an applicable agreement. Notwithstanding any other provision herein, (CCM POOL NAME) will not arrange for or reimburse a User for any charges related to the over-the-road maintenance of a Chassis outside of the continental United States.

7.2 Taxes. User shall not be liable for any taxes relating to the repair or maintenance of the Chassis except for repairs for which (CCM POOL NAME) is obligated to reimburse User. User shall be liable for any applicable licensing and registration fees, property tax, and other taxes based on ownership or lease status, or taxes related to revenue on income received by User with regard to such Chassis. (CCM POOL NAME) shall not be liable for any sales, use, income or other taxes relating to the ownership, leasing, possession, interchange, leasing or use of the Chassis, but shall be responsible for sales and use taxes, if any, relating to maintenance and repair of the Chassis if such maintenance and repair is otherwise (CCM POOL NAME)'s responsibility.

7.3 Casualty, Theft, and Loss.

7.3.1. If a Chassis is damaged beyond repair, destroyed, lost, or stolen ("Loss"), User shall deliver notice thereof to (CCM POOL NAME) (the "Loss Notice"). Except to the extent the Loss is solely caused by defects or causes attributable to (CCM POOL NAME) or its contractors, User shall pay (CCM POOL NAME) 100% of the Replacement Cost as provided in the (CCM POOL NAME) Operations Manual, and upon such payment, User's usage shall cease accruing with respect to such Chassis.

7.3.2. To the extent that (CCM POOL NAME) is reimbursed by insurance for such loss, (CCM POOL NAME) shall refund to User the amount of its payment, less (CCM POOL NAME)'s reasonable costs in procuring such reimbursement.

ARTICLE 8: INSURANCE AND INDEMNIFICATION

8.1 Insurance. User shall procure and maintain in force during the term of this Agreement the insurance described in **Appendix B**. All policies of insurance must be provided to (CCM POOL NAME) for review and be acceptable to (CCM POOL NAME) in form and substance. If User fails to maintain the insurance described in this paragraph, without limitation of other remedies available to it, (CCM POOL NAME) may, by written notice to User, either: (i) obtain such insurance and/or continue to pay the premiums therefor, and add such premiums to the payments due from User to (CCM POOL NAME); or (ii) immediately terminate this Agreement and require User to return all Chassis to (CCM POOL NAME) immediately.

8.2 Hold Harmless and Indemnification. User shall indemnify, defend and hold harmless (CCM POOL NAME), its owner and affiliates, the Manager, the Contributors of the chassis, all other Users, their successors and assigns, and their respective officers, employees, and agents (without regard to whether the indemnitees' liability is vicarious or implied in law) from and against any and all claims, liabilities, suits, demands, causes of action, damages adjudged due or claims reasonably settled, penalties, fines, costs, expenses, and attorney's fees (including attorneys' fees incurred to enforce this Agreement) (collectively "Claims") arising from or in connection with:

- (i) The use of the Chassis during a use period, or the presence of the User at a Terminal or other facility;
- (ii) A defect or malfunction of a component required to be inspected as part of a motor carrier's pretrip inspection under applicable Federal or State law or the UIIA; or
- (iii) The breach of this Agreement by User, including without limitation breach of any warranty, representation, or covenant.

The foregoing indemnity provision shall not apply to the extent damages are caused by or result from a defect or malfunction of a component not required to be inspected as part of a motor carrier's pretrip inspection under applicable Federal or State law or the UIIA.

8.3 It is expressly acknowledged and agreed that indemnitees of an indemnity provided for hereunder, other than (CCM POOL NAME), shall be deemed to be third party beneficiaries of this Agreement, and shall have the right to sue on, recover under, and enforce all provisions of this Agreement applicable to them as if they were signatories hereto. Notwithstanding the foregoing, however, the identified indemnitees are the only third party beneficiaries of this Agreement. Without limiting the generality of the foregoing, in no event shall a motor carrier, a Customer of User, or other person or entity related to User's business, be a beneficiary of this

Agreement except to the extent a motor carrier is acting as a Contributor and then only with respect to a contributed chassis.

ARTICLE 9: RETRIEVAL OF CHASSIS

9.1 If a User does not return a Chassis to (CCM POOL NAME) in the time required by this Agreement, then (CCM POOL NAME) may require the User to provide the location of the Chassis to (CCM POOL NAME). (CCM POOL NAME) may, at its option, have the Chassis brought back to one of the Terminals pursuant to the terms of (CCM POOL NAME) Operations Manual. Notwithstanding the foregoing, at no time will (CCM POOL NAME) endeavor to retrieve a Chassis located outside of the continental United States. In such instances, retrieval and any costs associated with such retrieval will be the sole responsibility of the User. If User does not advise (CCM POOL NAME) of the correct location of the Chassis within thirty (30) days after a request by (CCM POOL NAME) to do so, then the Chassis may be treated as a lost Chassis pursuant to Section 7.3 of this Agreement. If the User advises (CCM POOL NAME) that the current location of the Chassis is outside of the continental United States and the Chassis is not returned within thirty (30) days, then the Chassis may be treated as a lost Chassis pursuant to Section 7.3 of this Agreement.

9.2 In addition to the above, User shall pay migration and repositioning charges imposed pursuant to the (CCM POOL NAME) Operations Manual

ARTICLE 10: CUSTOMERS OF USER

10.1 User shall be responsible for all acts and omissions of any of its Customers with respect to their use of Pool Chassis, and an act, omission, or knowledge of a Customer shall be considered an act, omission, or knowledge of User for purposes of User's obligations hereunder regarding breach, termination, representations, warranties, indemnities, and other provisions of this Agreement; provided that a Customer shall not be deemed to be a third party beneficiary hereunder or otherwise at law.

10.2 In order for a Customer to have access to Pool Chassis, User shall submit in the (CCM POOL NAME)'s designated format identifying information for its Customers permitted to receive Pool Chassis. Such submissions shall be made in compliance with the requirements of the (CCM POOL NAME) Operations Manual relating to Customer access to Pool Chassis, as may be amended from time to time. The Operations Manual may contain rules allocating responsibility for equipment usage in cases of customers who have not been designated by a User or in which customer does not identify from which User it is receiving chassis.

10.3 (CCM POOL NAME) shall have the right to deny to User and/or its Customers use of (CCM POOL NAME) pool Chassis and to require immediate return of Pool equipment to a terminal if (CCM POOL NAME) in its reasonable discretion determines that User, a Customer, or a motor carrier or other contractor or vendor engaged by User, a Customer, or a motor carrier or other contractor or vendor engaged by User or a Customer, is operating in an unsafe or reckless manner, or poses an immediate threat of damage to persons or property. If (CCM POOL NAME) makes such a determination, (CCM POOL NAME) shall supply notice of such determination to User. Upon receipt of notice of such determination, User shall have five (5) days to respond with any information or documentation. (CCM POOL NAME) shall retain discretion to deny User use of (CCM POOL NAME) pool Chassis and to require immediate return of a Chassis to a designated terminal after considering the response from User. In the event of a dispute under this paragraph, (CCM POOL NAME) may appoint an independent

auditor to review the safety of operations or related practices of a User or a Customer. The report of the auditor shall be advisory only. (CCM POOL NAME) retains the rights to suspend User's use of (CCM POOL NAME) pool Chassis during the notice and response process if, in (CCM POOL NAME)'s sole discretion, User, via its conduct, presents an imminent danger of immediate harm to persons or property.

10.4 (CCM POOL NAME) shall have no liability for damages resulting from any suspension or denial of access to Chassis or a requirement to return Chassis unless the decision by (CCM POOL NAME) was the result of willful misconduct or manifest injustice.

ARTICLE 11: GENERAL PROVISIONS

11.1 Applicable Law and Forum Selection. This Agreement and all provisions hereof shall be governed by the laws of the State of New Jersey excluding any choice of law or conflict of laws principles that would direct the substantive law of another jurisdiction to apply. Unless otherwise provided herein, User and (CCM POOL NAME) agree all disputes, litigation, and claims between the parties based on or arising out of this Agreement shall be adjudicated in a State Court or the United States District Court for the District of New Jersey.

11.2 Amendment. No modification or amendment to this Agreement shall be made unless reduced to writing and executed by User and (CCM POOL NAME).

11.3 Severability. Should any terms, covenant, condition or provision in this Agreement be held invalid, illegal or unenforceable, the remainder of this Agreement shall not be affected thereby and each term, covenant, provision or condition of the Agreement shall be valid and enforceable to the extent permitted by law.

11.4 Successors and Assigns. This Agreement and the rights and obligations set forth herein shall bind and inure to the benefit of User and (CCM POOL NAME)'s respective successors and assigns.

11.5 Assignment; Subleasing. Except as expressly provided in this Agreement, User may not, in whole or in part, assign this Agreement or rent or sublease Chassis received by it subject to this Agreement to any entity other than its designated Customers.

11.6 (CCM POOL NAME)'s Agents and Designees. In performing its obligations under this Agreement, (CCM POOL NAME) may engage or appoint such agents or designees as (CCM POOL NAME) sees fit in its sole discretion, provided that (CCM POOL NAME) notifies User in writing of such engagement or appointment.

11.7 Notices. All notices permitted or required to be sent under this Agreement shall only be effective if in writing and if sent via one of the following methods to the addresses specified below: (i) personal delivery; (ii) certified mail, return receipt requested; (iii) or nationally recognized overnight delivery service, such as Federal Express. Such notice shall also be effective if sent by electronic mail to the addresses listed below. However, if the sending party receives a message or other notification indicating that an electronic transmission was unsuccessful, such as "delivery failure" or words to that effect, such electronic notice shall not be effective, and the sending party shall communicate such notice pursuant to the methods above. Notices may also be sent via facsimile and shall be deemed effective upon successful transmission, provided that notice is also sent simultaneously via one of the other methods set forth above. Either party may change its notice address or facsimile number by providing written notice of such change in accordance with this paragraph.

If to User:
User's Name:
Attn: _____

Telephone: _____
E-mail: _____

If to (CCM POOL NAME):
CCM LLC
(CCM POOL NAME) Pool Manager
Attn: Philip E. Wojcik
500 International Drive, Suite 130
Budd Lake, NJ 07828
Telephone: (973) 298-8901
Facsimile: (973) 298-8939
E-mail: pwojcik@ccmpool.com

Copy to (CCM POOL NAME) Counsel:
Attn: Jeffrey Lawrence/Joshua Stein
Cozen O'Connor
1627 I Street, NW, Ste. 1100
Washington, DC 20036
Telephone: (202) 463-2500
Facsimile: (202) 463-4950
E-Mail: jlawrence@cozen.com
jstein@cozen.com

11.8 Consequential Losses. In no event shall (CCM POOL NAME) be liable to User or any Customer for loss of profits or indirect, consequential, or liquidated damages of any nature arising from or in connection with this Agreement.

11.9 This Agreement establishes a contract between the parties and shall not be construed to create a partnership, joint venture, or a lease between the parties hereto. Neither Users collectively nor User individually have any ownership or lease rights or interest in the assets, profits or operations of the Chassis Pool or (CCM POOL NAME). (CCM POOL NAME) shall have no ownership rights, interest, or obligations with respect to the assets, profits, or operations of User's business.

11.10 Operations Manual. The (CCM POOL NAME) Operations Manual is incorporated herein by reference as if set forth in full. The Operations Manual shall be applicable to User and its usage of Chassis under this Agreement. The Operations Manual may be modified from time to time at the discretion of the (CCM POOL NAME) Board of Managers, provided that written notice of any amendments shall be given to the User prior to their effectiveness.

11.11 Cost Disputes. Notwithstanding the provisions of Article 11.1 above, the parties will seek to amicably resolve between themselves any disputes with respect to the amount of applicable costs for repairs performed on Chassis pursuant to this Agreement or the liability for said costs. If such dispute cannot be resolved within ninety (90) days of the invoice date for the repairs, either party may seek, by written notice to the other party, a binding resolution of the dispute pursuant to the small claims procedures of the rules of the Society of Maritime Arbitrators, New York, New York.

11.12 (CCM POOL NAME) and User's Customers do not have a contractual relationship with one another, and nothing herein shall be construed as creating a contractual relationship between (CCM POOL NAME) and User's Customers, nor shall (CCM POOL NAME) have any obligation or liability to Customers hereunder.

**APPENDIX A
USE LOCATIONS**

User and, to the extent authorized by User, User's Customers, may procure Chassis from the Chassis Pool for use pursuant to procedures established by (CCM POOL NAME) within the facilities listed below ("On Terminal Use"), and/or after exiting from the facilities ("Off Terminal Use"):

Metro Area	Facility Type (Common, Non-Common, or both)	On or Off Terminal Use (indicate one or both)	Effective Date	Expiration Date (if applicable)

Changes to the above designations may be made only upon mutual agreement indicated by the signature of the parties below:

(CCM POOL LLC NAME)

USER

Name of User: _____

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX B REQUIRED INSURANCE

User shall be required to procure and maintain Chassis Liability Insurance covering third party claims for property damage, bodily injury and death, claims for damages for physical loss and damage of equipment, and endorsed or written to cover contractual liability and indemnity obligations of User under this Agreement with (CCM POOL NAME).

Additional requirements:

1. Limits of liability shall be not less than Five Million US Dollars (\$5,000,000) for combined single limit.
2. May not be cancelled or modified without thirty (30) days prior written notice to Pool.
3. Occurrence based.
4. Shall name (CCM POOL NAME) as an additional insured and be primary to any and all other applicable insurance except any automobile insurance provided by User's Customer.

If User uses its own tractor to transport Chassis over the road, then User must carry similar amounts of automobile insurance, subject to the same requirements.

User and its insurer shall waive all subrogation rights against (CCM POOL NAME) and any Contributor and any other (CCM POOL NAME) chassis Users and their insurers with respect to any liability or Claims arising from or in connection with the use of the Chassis by User or its Customers during a Use Period.

The aforesaid policy will be endorsed to provide (CCM POOL NAME) with thirty (30) days written notice prior to cancellation or reduction in coverage required by this Agreement. The insurance policies shall be issued by insurance companies with a Best's rating of at least B+ or equivalent, and shall be subject to (CCM POOL NAME)'s approval, which shall not be unreasonably withheld. Neither self- insurance nor insurance through a motor carrier self-retention pool shall qualify for such approval. User shall provide (CCM POOL NAME) with certificates of insurance prior to the contribution of Chassis.

Certificates of Insurance should be sent to (CCM POOL NAME) as follows:

Attention:
Risk Management Department
Consolidated Chassis Management, LLC
500 International Drive, Suite 130
Budd Lake, NJ 07828