

**[REDACTED] Chassis Interchange Agreement**

THIS AGREEMENT (this "Agreement"), dated **8/10/2020**, by and between [REDACTED] ("DCLI") and [REDACTED] **TRUCKING LLC** ("Customer").

**1. Scope of Agreement.** DCLI hereby agrees to make available for Customer and Customer hereby accepts from DCLI, or a third-party chassis pool to which DCLI is a contributor, intermodal chassis as contemplated hereby (collectively, the "Intermodal Chassis"). Except as set forth in this Agreement, in no event shall Customer have any right to any quantity or volume of Intermodal Chassis. Customer shall not be deemed to have any exclusive rights under this Agreement.

**2. Implementation of Agreement.** At the time of interchange of any Intermodal Chassis hereunder, an authorized representative of Customer shall execute an Intermodal Chassis Inspection Report which, when completed, shall be made a part of this Agreement. Execution of the Intermodal Chassis Inspection Report by Customer, or, in the absence thereof, out-gate of the Intermodal Chassis from a Start/Stop Location (as hereinafter defined) by Customer or proper execution of a street turn by Customer in accordance with DCLI's then-current street turn policy published on DCLI's website<sup>1</sup> whereby Customer takes possession of the Intermodal Chassis, shall constitute Customer's acknowledgement that the Intermodal Chassis is satisfactory and acceptable to Customer and that there are no defects identified on the Intermodal Chassis other than any exceptions noted on said Report delivered to Customer at the time of interchange. DCLI and Customer shall thereafter be bound by such notations. Acceptance of the Intermodal Chassis by Customer shall constitute Customer's express acknowledgement that the Intermodal Chassis is fit for use, in good, safe and roadworthy condition and complies with Applicable Law (as defined below).

**3. Ownership.** Customer shall acquire no ownership rights of any nature of any Intermodal Chassis by virtue of paying usage charges, cost of repairs or cost of transporting said Intermodal Chassis or otherwise. Each Intermodal Chassis shall, where appropriate, have serial numbers and other identifying marks affixed thereto, which shall not be obliterated or altered by Customer.

**4. Use by Customer.** Customer shall have complete right of possession and use of each Intermodal Chassis interchanged during the term of this Agreement so long as no default hereunder has occurred. Customer shall have the sole exclusive right to supervise, direct and control the activities of all persons who are employed by or through Customer or Customer's vendors, subcontractors, independent contractors, owner-operators, and Customer shall have sole responsibility with respect to such people. No person operating, in possession of, or using any Intermodal Chassis shall be considered the agent or employee of DCLI for any purpose whatsoever. This Agreement does not create, and shall not be deemed or construed to create, a relationship of partners, joint venturers, associates or principal and agent between the DCLI and Customer, and each party acknowledges that the only relationship created hereunder is that of independent contractors. Neither party shall have the authority to contract in the name of or bind the other party or any of such other party's affiliates, unless otherwise expressly agreed to by the parties in writing.

**5. Sub-Letting.** Customer shall not sublet or in any other manner permit any Intermodal Chassis to go out of its possession without the prior written consent of DCLI, and then only to the extent of said written permission. Any consent by DCLI to the subletting of any Intermodal Chassis shall be deemed an amendment to this Agreement, which must be signed by the DCLI. In the event any Intermodal Chassis is sublet by Customer, with or without the consent of DCLI, or otherwise comes into the possession of a party other than Customer, Customer shall be fully liable and solely responsible to DCLI for the performance of all terms and conditions of this Agreement. Without limiting the foregoing, Customer may interchange an Intermodal Chassis to a third-party motor carrier by both Customer and the third party to whom the Intermodal Chassis is to be

<sup>1</sup> All references herein to "DCLI's website" shall mean [www.dcli.com](http://www.dcli.com), as such web address and website may be updated from time to time.