



Trailer Interchange Agreement

THIS AGREEMENT is entered into by and between _____ (“Carrier”) and _____ (“User”).

In consideration of the mutual undertakings of the parties hereto, as set forth herein, it is agreed that **User** may interchange owned, leased or controlled trailers (“**Equipment**”) subject to the following terms and conditions.

1. The term **Equipment** as used herein shall refer to any trailers owned, leased or controlled by **Carrier**.
2. The specific points of interchange shall be at the points mutually agreed upon between the parties. At the time of interchange, an authorized representative of each party shall execute, in multiple copies, as the parties may require, an Interchange Receipt and Inspection in the form and manner prescribed by **Carrier**.
3. **User** agrees that the **Equipment** will be utilized only for transportation to complete promptly and expeditiously the motor vehicle movement and return the **Equipment** to **Carrier** in the city and at the terminal where received, unless otherwise specified by **Carrier**.
4. **User** shall be responsible for the safe and timely return of the **Equipment** to **Carrier**, ordinary wear and tear expected. **User** agrees not to interchange **Equipment** obtained from **Carrier** hereunder with third parties.
5. **User** shall accept responsibility for all owner operators and their leased power units as if they were **User’s** own employees and vehicles. Proper identification on tractors is mandatory and is an obligation of the **User**.
6. **User** shall have complete control and supervision of such **Equipment**, and such **Equipment** shall be operated under its authority while in its possession, and **Carrier** shall have no right to control the detail of the work of any employee or agent operating or using said **Equipment** during such time. Any person operating, in possession of, or using said **Equipment** after parties hereto sign an Inspection Report and until proper form is signed returning the **Equipment** to **Carrier**, is not the agent or employee of **Carrier** for any purpose whatsoever.
7. **User** shall bear the cost of all federal, state or municipal taxes, fines, fees or charges levied or imposed or arising out of the use of the **Equipment** while in its possession, until its proper return to **Carrier**.
8. **User** agrees to indemnify, defend and hold **Carrier** harmless from and against any and all loss, damage, liability, cost or expense, including but limited to, attorney’s fees, suffered or incurred in connection with injuries or death of any person, or loss of or damage to any property, arising out of use, operation or maintenance of said **Equipment** until such **Equipment** has been returned to **Carrier** and receipt issued therefore. The obligations assumed by **User** pursuant to this paragraph shall apply regardless of any contributing act or omissions, whether negligent or not, on **Carrier’s** part.
9. Before commencing any work hereunder, **User** shall procure, and shall thereafter maintain in force during the period of this Agreement, all of its own insurance, with insurance companies satisfactory to **Carrier**, covering all of the work and services to be performed hereunder by **User** and each of its sub-contractors:
 - a. **User** agrees to maintain for the duration of this Agreement, insurance coverage for owned and hired automobile liability including bodily injury and property damage, with coverage of at least \$1,000,000.00 (U.S. Dollars) combined single limit or the equivalent.
 - b. **User** agrees to maintain for the duration of this Agreement, insurance coverage for physical damage insurance for loss or damage to **Equipment** while in care, custody and/or control of



- the **User**. Such coverage may be written on an actual cash value basis per unit, but in no event less than \$20,000.00 (U.S. Dollars).
- c. **User** agrees to maintain for the duration of this Agreement, insurance coverage for cargo loss insurance for loss and damage to lading contained in the **Equipment** while in the care, custody and/or control of the **User**. Such coverage shall be in the minimum amount of \$250,000.00 (U.S. Dollars)
 - d. All certificates of insurance must provide **Carrier** a minimum of thirty (30) days notice of cancellation.
10. The cargo transported in the **Equipment** in interchange service shall move on a through bill of lading issued by **Carrier**.
 11. **User** agrees to pay **Carrier** charges as set forth in Exhibit A, attached hereto, for each day or portion thereof **Equipment** interchanged hereunder is in the **User's** possession. **Carrier** will bill **User** for said charges on a monthly basis. **User** must submit billing disputes to **Carrier** within thirty (30) days of invoice date. In the event **User** fails to pay all uncontested amounts due within thirty (30) days of invoice, this Agreement shall be subject to immediate suspension by **Carrier** without formal notice to **User**.
 12. Ordinary maintenance and other service adjustments on **Equipment**, tires excluded, occasioned by ordinary use will be:
 - a. Absorbed by the **User** when costs thereof do not exceed \$50.00 (U.S. Dollars), exclusive of service charge.
 - b. Billed to and borne by **Carrier** in its entirety when costs thereof would exceed \$50.00 (U.S. Dollars); provided, however, that **Carrier's** authorization is obtained prior to commencement of repairs when costs thereof is estimated to exceed \$100.00 (U.S. Dollars). **Carrier** will not be responsible for any other consequential costs. Bills against **Carrier** for ordinary maintenance of **Equipment** shall be tendered within thirty (30) days from the date the repairs were completed, unless otherwise agreed upon.
 13. **Carrier** shall furnish **Equipment** with tires and tubes of proper size at the time of interchange. Thereafter, until the **Equipment** is returned to **Carrier**, repairs to tires and tubes shall be made by and at the expense of **User**. When an unserviceable tire or tube is replaced, it must be with a new tire/tube or newly recapped tire. When a tire is replaced, the empty tube should be reapplied if serviceable. **User** shall return the blown-out tire or unserviceable tire to **Carrier**.
 14. The **User** shall be responsible for all damages and losses, occurring while in its possession, to the **Equipment** of **Carrier**. In the event of total loss of **Equipment**, **User** shall pay the commercial value of the trailer at the time it was interchanged.
 15. If any suit shall be brought against either party and a judgement recovered which such party will be compelled to pay and the other party shall, under the provisions of this Agreement, be solely liable therefore, such other party on demand shall promptly repay the party paying the same all money which it (the party paying the same) is required to pay, including damages, costs, fees or other expenses. Neither party shall be bound by any judgement at law or in equity against the other party unless it has had reasonable notice from such other party requiring it to appear in an action or suit and make defense thereto for its own account or jointly with the other party. If such notice shall have been given by either party to the other party and the party receiving the same shall fail to appear and make defense, thereupon it shall be bound by the judgement or decree in the suit. In the event any charge due hereunder remains unpaid more than sixty (60) days from invoice date and **Carrier** thereafter refers collection of such to an attorney, **User** agrees to pay, in addition to said charge, reasonable attorneys' fees and collection expenses.
 16. The laws of the State of Indiana shall govern this Agreement in all of its aspects, including execution, interpretation, performance and enforcement. This Agreement together with all



exhibits shall constitute the entire agreement between the parties, and no oral amendment or modification thereof shall be permitted.

- 17. This Agreement is in effect from the date shown herein, and shall continue to in effect until terminated by either party giving the other party ten (10) days advance notice of termination, in writing, addressed to the other party. Any **Equipment** in possession of the **User** on the date of termination must be returned to **Carrier** within seventy-two (72) hours. If **Equipment** is not returned by **User** and it becomes necessary for **Carrier** to have the **Equipment** returned, **User** shall bear all expenses for return of **Equipment**.

Dated this _____ day of _____, 20_____.

User Name _____

Carrier Name _____

Signature _____

Signature _____

Printed Name _____

Printed Name _____

Email _____

Email _____

Phone _____

Phone _____

Address _____

Address _____
