

Trailer Interchange Agreement

NOW THEREFORE, in consideration of the representations made herein, Sunset Pacific Logistics, Inc., and _____ hereinafter referred to as "CARRIER", agree as follows:

1. CARRIER agrees to indemnify, defend, and hold harmless SUNSET PACIFIC TRANSPORTATION, INC., and SUNSET PACIFIC LOGISTICS, INC., hereinafter referred to as "COMPANY", from any claims, damages, liabilities, demands, or losses, which arise while operating a COMPANY trailer.
2. Upon beginning a trip involving a trailer interchange, CARRIER agrees to inspect the trailer and notify the COMPANY of any damage prior to beginning your trip. If during the trip any maintenance should become necessary, it will be the responsibility of CARRIER to perform as little maintenance or tire replacement as possible to get the trailer back to the COMPANY'S nearest location. Trailer must be safe to be on the road and meet or exceed all DOT safety requirements. The expense of such a road repair will be at the cost of the COMPANY, unless the necessary road repair was caused by an accident or the negligence of CARRIER or the CARRIER'S driver. At no time should CARRIER operate the trailer in an unsafe manner or condition. CARRIER accepts full and complete liability for the condition of the trailer while under CARRIER control.
3. CARRIER must provide receipt for reimbursement of repairs deemed COMPANY responsibility.
4. CARRIER agrees to bear the cost of any damage and all costs associated with the repairs of the trailer, arising from CARRIER use of the trailer. If the trailer is stolen or lost, CARRIER will pay COMPANY the replacement cost of such trailer.
5. COMPANY shall not be liable in any way for loss or damage to a third party's property or person while CARRIER is operating a COMPANY trailer, regardless of the cause of such loss.

6. CARRIER will properly inspect trailer before operating. Should any accident occur involving loss of property, injuries, or death due to any trailer deficiency mechanical or otherwise that should have been identified during pretrip inspection and repairs, the CARRIER will bear full responsibility for such loss or property, injuries, or death.

7. CARRIER agrees that the trailer shall not be used for any improper or unlawful purpose.

8. CARRIER shall notify COMPANY where the trailer has been dropped as soon as possible after completion of the movement, so owner will always be able to track the location of the trailer.

9. CARRIER agrees to have "unidentified equipment/trailer" coverage as a part of their insurance for at least \$25,000.

These terms agreed upon this _____ day of _____, 20_____.

By: _____

Sunset Pacific Transportation

By: _____

Carrier

Title: _____

Title: _____