

TRIPLE CROWN SERVICES, INC.

EQUIPMENT POOL AGREEMENT

This Agreement (Agreement) is made and intended to be effective on this _____ day of _____, 202__ by and between Triple Crown Services, Inc. (TCS) with offices located at 512 E Township Line Rd, 3 Valley Sq. Ste 210, Blue Bell, PA 19422, a Pennsylvania corporation, MC# 371347, and _____, (a corporation), (LLC), ("MC# _____") with offices located at _____, (Customer). PARTIES for purposes of this Agreement shall include both TCS 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, TCS 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. TCS will assume responsibility for all non-damage related repairs based upon AAR rules. TCS 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 TCS 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 TCS is unable to spot an empty at the time of pick up, TCS 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. TCS 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 **\$35 per day** till day 10. On day 11 per diem will escalate to **\$50** and on day 21 per diem will increase to **\$200**. 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 TCS 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 1st location will be transfer to the 2nd location.

TERMINATION OF EQUIPMENT IN A POOL

The Customer or their designated party shall notify TCS 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 cannot be moved from the pool location due to a Customer directed transit schedule shall

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DAY	TCS PER-DIEM CHARGE	CUMULATIVE CHARGES
1	FREE	-
2	FREE	-
3	FREE	-
4	\$35.00	\$35.00
5	\$35.00	\$70.00
6	\$35.00	\$105.00
7	\$35.00	\$140.00
8	\$35.00	\$175.00
9	\$35.00	\$210.00
10	\$35.00	\$245.00
11	\$50.00	\$295.00
12	\$50.00	\$345.00
13	\$50.00	\$395.00
14	\$50.00	\$445.00
15	\$50.00	\$495.00
16	\$50.00	\$545.00
17	\$50.00	\$595.00
18	\$50.00	\$645.00
19	\$50.00	\$695.00
20	\$50.00	\$745.00
21	\$200.00	\$945.00
22	\$200.00	\$1,145.00
23	\$200.00	\$1,345.00
24	\$200.00	\$1,545.00
25	\$200.00	\$1,745.00

DAY	TCS PER-DIEM CHARGE	CUMULATIVE CHARGES
26	\$200.00	\$1,945.00
27	\$200.00	\$2,145.00
28	\$200.00	\$2,345.00
29	\$200.00	\$2,545.00
30	\$200.00	\$2,745.00
31	\$200.00	\$2,945.00
32	\$200.00	\$3,145.00
33	\$200.00	\$3,345.00
34	\$200.00	\$3,545.00
35	\$200.00	\$3,745.00
36	\$200.00	\$3,945.00
37	\$200.00	\$4,145.00
38	\$200.00	\$4,345.00
39	\$200.00	\$4,545.00
40	\$200.00	\$4,745.00
41	\$200.00	\$4,945.00
42	\$200.00	\$5,145.00
43	\$200.00	\$5,345.00
44	\$200.00	\$5,545.00
45	\$200.00	\$5,745.00
46	\$200.00	\$5,945.00
47	\$200.00	\$6,145.00
48	\$200.00	\$6,345.00
49	\$200.00	\$6,545.00
50	\$200.00	\$6,745.00