

**PROGRESSIVE FREIGHT LEASING, LLC.
TRAILER INTERCHANGE AGREEMENT**

This Agreement entered into this ____ the day of _____, 2014, by and between Progressive Freight Leasing, Inc. (“Owner”), with its principal place of business located at 211 Industrial Boulevard, Thomasville, GA 31792 and _____ (“User”), with its principal place of business located at _____.

WHEREAS, Owner may, from time to time, wish to interchange Owner owned or leased trailers or equipment (hereinafter collectively referred to as “Owner trailers”) with User for the express purpose of utilizing the services of User to transport Owner controlled freight; and

WHEREAS, User is authorized, capable and willing to perform the above mentioned services;

NOW, THEREFORE, in consideration of the mutual terms, conditions, and promises hereof, the parties agree as follows:

1. Trailer Use. User agrees that trailers shall not be used, loaned, or leased by User for any purpose other than the above stated purpose, or other purpose as Owner may from time to time specifically authorize in writing. User will cause each trailer to be operated only by a fully-qualified, competent, safe and CDL licensed driver at least twenty-one (21) years of age and cause said driver to comply with all applicable federal, state and local laws, rules and regulations regarding drivers, including, but not limited to, the employment and use of drivers, and ensure that each trailer is used and operated with due care and diligence so as to prevent loss, damage and theft, and death and injury of any kind or nature whatsoever. The trailer shall be returned to Owner at the termination of its usage in the same condition as at the commencement, reasonable wear and tear excepted.

The Parties agree that this Agreement is subject to the Graves Amendment, 49 USC § 30106.

2. Repairs or Adjustments. User shall not make any repairs or adjustments or perform any maintenance on any trailers without the consent of Owner. For repairs, adjustments or maintenance User shall immediately notify Owner (888-896-7215) for instruction and authorization.

3. Risk of Loss or Damage. User shall bear all risks of damage or loss of the trailer, or any portions of the trailer, whether or not covered by insurance, while any such trailer is being used hereunder until possession is reclaimed by Owner. All replacements, repairs, or substitutions of parts or equipment (including but not limited to tires) which are required as a result of the acts of omissions of User, shall be at the cost and expense of User and shall be accessions to the trailer. User shall use its best efforts to protect any trailer furnished under this Agreement from theft and other hazards while in User’s care, custody or control. In the event a

trailer is lost, stolen or damaged beyond repair (in the sole opinion of Owner), User shall promptly notify Owner and pay the equivalent of said trailer's then market value. Market value shall be determined as the average of estimates of retail market value for similar trailers, in like condition and like age obtained from at least two reputable used trailer dealers.

4. Indemnification. User agrees to indemnify and hold Owner harmless from and against any and all loss, cost, damage, expense, suits and claims for injury to persons, (including injury resulting in death) and damage to property where such loss, cost, damage, expense, suits and claims arises out of or in connection with User's use of Owner trailers as specified in this Agreement, except to the extent any such loss, damage, cost or expense, or claims of liability, including attorneys fees resulting from bodily injury to or death of any person or damage to any property, (other than cargo), is caused by the negligent acts or omissions of Owner or its employees or Agents; provided, however, that Owner shall have the right, at its expense, to participate in the defense of any litigation instituted against it without thereby relieving User of its obligations under this paragraph. User shall be responsible for, and agrees to indemnify and hold harmless Owner for any and all loss or damage to cargo unless such loss or damage is caused by the negligent acts or omissions of Owner or its shipper.

5. Insurance. User shall procure and maintain, at the sole cost and expense of User, the following liability insurance with a reputable and financially-responsible insurance carrier or carriers properly insuring User against liability and claims; (a) general liability coverage for bodily injuries to persons (including injuries resulting in death) and property damage in a combined single limit of not less than \$1,000,000 per occurrence, (b) auto collision coverage for loss of or damage to the trailer while in the custody, possession or control of User in an amount not less than the full value of the trailer, (c) auto liability coverage for bodily injuries to persons (including injuries resulting in death) and property damage in a combined single limit of not less than \$1,000,000 per occurrence, (d) cargo insurance for the protection of commodities being transported in an amount not less than \$100,000, (e) contractual liability insurance covering the indemnifications contained within this Agreement, and (f) any additional insurance as may be required by applicable laws, ordinances or governmental orders, rules and regulation. All such insurance policies shall name Owner as an additional insured thereon. User shall obtain evidence from each insurance carrier showing that Owner has been named an additional insured on the policies, that such insurance has been procured and is being properly maintained, that the premiums therefore are paid, and specifying the name of the insurance carrier, the policy number or numbers, and the expiration date or dates. In the event of cancellation or material modification of any policy, written notice of such cancellation or modification shall be given to Owner at least thirty (30) days prior to such cancellation or modification as to each policy.

6. Term of Agreement. This Agreement will commence on the day and year first above written and continue for a **period of one (1) year**. The Agreement will automatically be extended on the same terms and conditions at the end of the first year and any renewal periods thereof. **Either party may cancel or terminate this Agreement on fifteen (15) days' written notice to the other.**

7. Prohibited Use. User agrees not to pledge, lend, sell, lease, mortgage or part with possession of any trailer or other equipment, or attempt in any other manner to dispose thereof or encumber or allow any liens or legal process to be incurred or levied thereon.

8. Assignment. User may not assign, transfer, sublet, pledge, or encumber any of its rights under this Agreement without the express written consent of Owner.

9. LIMITATION OF WARRANTIES.

OWNER MAKES NO REPRESENTATIONS AND SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT HEREUNDER, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR INTENDED USE. OWNER SHALL HAVE NO LIABILITY TO USER FOR ANY CLAIM, LOSS OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED DIRECTLY, INDIRECTLY, INCIDENTALLY OR CONSEQUENTIALLY BY THE EQUIPMENT, BY ANY INADEQUACY THEREOF OR DEFECT OR DEFICIENCY THEREIN, OR BY ANY INCIDENT WHATSOEVER THEREWITH, WHETHER ARISING IN TORT, STRICT LIABILITY, NEGLIGENCE, CONTRACT OR OTHERWISE, OR IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT.

User maintains all rights of manufacturer's warranties which might remain in effect during the term of this Agreement.

10. Construction of Instrument. This Agreement is one of equipment interchange only and User does not acquire any right, title or interest to the trailer other than the right of possession for the purpose of interchange.

11. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Georgia. In the event that a dispute shall arise concerning the terms, conditions or performance under this Agreement, then the dispute shall be settled in the appropriate Georgia State Court or the Federal District encompassing Moultrie, Georgia.

12. Notices. Any notices required hereunder shall be given in person or by United States Mail, Certified Mail, Return Receipt Requested, at the address shown or at such other address as either party may later designate in writing.

Owner:

Owner
Progressive Freight Leasing, Inc.
211 Industrial Boulevard
Thomasville, GA 31792

Attention: Kevin C. Taylor

User: _____

Attention: _____

13. Nonwaiver. Failure of either party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a waiver of such term, condition, right or privilege in the future.

14. Severability. In the event any term, condition, provision or clause of this Agreement is held invalid or unenforceable, for what ever reason, such provision shall be deemed deleted from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.

15. Section Headings. All section headings in this Agreement are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

16. Preferred Form. This Agreement exclusively and completely states the rights and obligations of the parties hereto with respect to the subject matter hereof and supersedes all other agreements, oral or written, with respect to such subject matter.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate the day and year first above written.

OWNER:
PROGRESSIVE FREIGHT LEASING, INC.

BY: _____
Name: Kevin C. Taylor _____
Title: President _____

USER:

BY: _____
Name: _____
Title: _____

APPENDIX A

Trailer Usage Fee:

\$ _____ month

APPENDIX B

Progressive Freight Leasing, LLC

RECEIPT FOR EQUIPMENT

_____ (“User”) hereby acknowledges receipt of the following equipment under Lease # _____, on _____, 20____:

| Unit # | Year | Make | Model | Serial # |
|--------|-------|-------|-------|----------|
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |

Owner:
Progressive Freight Leasing, LLC

By: _____

Title: _____

TO BE COMPLETED AT TERMINATION OF LEASE

The above vehicle(s) has/have been returned to the exclusive possession and control of the Contractor.

Owner:
Progressive Freight Leasing, LLC

By: _____

Title: _____