



DRAYMAN EQUIPMENT TRANSPORTATION AGREEMENT

AGREEMENT dated _____, between FLEXI-VAN LEASING, INC., a Delaware corporation with its principal place of business at 251 Monroe Avenue, Kenilworth, New Jersey 07033 ("FVLI"), and

Name: _____

Title: _____

Company: _____

Tel: _____

Fax: _____

Email: _____

1. The chassis, accessories, component parts and additional attachments, tires, rims, and tubes, refrigeration units, containers and related equipment owned, leased, or managed by FVLI ("Equipment"), shall at all times remain the property of FVLI and/or Pool Members as applicable and neither the performance by CARRIER of its obligations herein nor the payment by CARRIER of any charges provided herein nor the possession of Equipment by CARRIER shall give CARRIER any ownership or other interest in the Equipment.
2. To the extent that FVLI contracts with CARRIER for the movement of Equipment from various pool, service center, or other locations as FVLI deems necessary in the course of its business, and/or as agent of Pool Members of the various pools for which FVLI acts as Pool Manager, references to FVLI in this Agreement shall also refer to FVLI acting as an agent for Pool Members as applicable.
3. Pick-up of Equipment shall take place at such locations as may be mutually agreed upon between the parties from time to time. CARRIER shall use the Equipment only for the purpose(s) for which the Equipment was interchanged. CARRIER shall promptly and expeditiously complete the use for which the Equipment has been interchanged and drop-off the Equipment at such place as may be mutually agreed upon between the parties from time to time.
4. At the time CARRIER receives Equipment from or on behalf of FVLI, the CARRIER, its employees, representatives or agents shall carefully inspect the Equipment. At locations where equipment interchange receipts or similar documents ("EIR") are issued in the normal course of business, CARRIER, its employees, agents or representatives, shall execute an EIR with respect thereto, setting forth the condition of the Equipment. The Equipment shall again be inspected when it is dropped-off by CARRIER and the condition thereof shall be noted on the applicable EIR, and signed by CARRIER, its employees, agents or representatives.
5. From the time of pick-up until drop-off of the Equipment, the same shall be maintained by the CARRIER, at CARRIER's sole cost and expense, in as good condition as when originally picked-up,

normal wear and tear accepted. At the time the Equipment is dropped-off by CARRIER, CARRIER shall, at its sole cost and expense, be responsible to repair and restore the Equipment to the same condition as when received by CARRIER and noted on the out-bound EIR, ordinary wear and tear accepted. All replacements and repairs shall become the property of FVLI and CARRIER shall make no alterations to or changes in the Equipment unless FVLI consents to in writing or proven to be required by law, rule or regulation of competent authorities.

6. CARRIER shall keep the Equipment free and clear of any and all liens, encumbrances, pledges, securities, charges or claims. CARRIER shall notify all third parties whom it permits to use, possess, operate, transport, service, store, maintain or repair the Equipment, that they cannot assert any lien, mortgage, claim, encumbrance or any security interest against the Equipment or against FVLI relating to such Equipment. CARRIER shall promptly, at its sole expense, take all actions necessary to discharge any lien, charge, claim, pledge or other encumbrance asserted by any party against the Equipment arising after delivery of Equipment to CARRIER. CARRIER agrees that it and its parent, subsidiaries, divisions, affiliates, interlocking or controlled companies, successors and/or assigns shall not assert or claim any statutory, constitutional, maritime or common-law warehouseman, repair man, garageman, artisan, material man or similar lien or charge against the Equipment, related Equipment, any FVLI chassis in which FVLI has a property interest or any other property of FVLI. CARRIER further agrees to bear all costs and expenses, including attorney's fees, incurred by FVLI as a result of CARRIER's breach of this paragraph.
7. CARRIER agrees at its sole cost and expense to indemnify, defend and hold FVLI harmless from and against any liability, claim, demand, lien, suit, action or proceeding, judgment, award, decree, and all costs and expenses incurred therewith, including attorney's fees, for (a) any failure of CARRIER to comply with its obligations under this Agreement and (b) death, injury or damage to property or person or any other liability whatsoever arising out of the use, operation, transportation, maintenance, storage and possession of the Equipment by CARRIER or anyone CARRIER suffers or permits to use, operate, transport, maintain, store or possess the Equipment.
8. CARRIER shall, at its sole expense, obtain and maintain insurance for both Automobile Liability and Comprehensive General Liability. Said policies of insurance shall each be in a minimum amount of US One Million Dollars (\$1,000,000), combined single limit, for both bodily injury and property damage. CARRIER shall, in addition and at its sole expense, obtain and maintain "All Risk" Physical Damage insurance in such amount as is equal to the Equipment's replacement value as determined by FVLI. Furthermore, CARRIER shall, at its sole expense, obtain and maintain Cargo Insurance in an amount acceptable to FVLI and Workers' Compensation insurance in amount and form necessary to satisfy statutory requirements. Such policies of insurance shall provide that: (i) such coverage as provided will be considered primary and all other coverages enforced secondary; (ii) the interest of FVLI will be insured regardless of any breach or violation of any warranties, declarations or conditions of payment in such policies; and (iii) if such policy shall be cancelled or materially changed, such cancellation or change will not be effectuated without thirty (30) days prior written notice to FVLI. CARRIER shall furnish FVLI with a certificate of such insurance immediately upon issuance thereof and all such certificates shall name FVLI as an additional insured and loss payee as applicable and shall require notice to FVLI of any cancellation or material changes thirty (30) days in advance thereof. The maintenance of insurance by CARRIER hereunder shall not be deemed

or construed to limit or modify CARRIER's obligations under this Agreement. If CARRIER fails to obtain such insurance or fails to pay the premium when due, FVLI may do so and may charge CARRIER the amount of such premiums plus interest at the rate of fifteen percent (15%) per

annum or the maximum amount permissible under law.

9. CARRIER shall bear and pay all Federal Highway Use taxes and similar taxes or assessments incident to the use of the Equipment. Vehicle registration fees and taxes and similar taxes and assessments incident to ownership of the Equipment shall not be borne or paid by CARRIER.
10. CARRIER shall bear all risk of loss, damage, theft or destruction (partial or total) of the Equipment and cargo from any cause and shall bear and pay all charges incurred in ports, depots, storage or repair facilities, tolls, fares, fines, penalties and the like. In the event of the destruction, loss or theft of any unit of Equipment, (i) CARRIER shall within ten (10) days of such destruction, loss or theft of the same, furnish to FVLI a statement that the unit of Equipment has been destroyed, lost or stolen, and such evidence of such destruction, loss or theft as FVLI may reasonably request; (ii) CARRIER shall pay to FVLI an amount equal to the Casualty Value established by FVLI of the destroyed, lost or stolen unit of Equipment. Payment of the Casualty Value by CARRIER shall not be construed to be a sale of the destroyed, lost or stolen unit of Equipment, nor shall title, interest or ownership of said unit of Equipment be passed to CARRIER upon receipt of such payment. Payment of Casualty Value will not release CARRIER from its other obligations under this Agreement. However, upon recovery or reinstatement in whatever manner into FVLI's service of such destroyed, lost or stolen unit of Equipment, FVLI shall reimburse CARRIER the Casualty Value paid less any charges incurred by FVLI to recover and/or repair the recovered Equipment, plus consequential damages, including post rental income, and other costs.
11. CARRIER ACKNOWLEDGES THAT FVLI HAS MADE NO WARRANTIES EXPRESS OR IMPLIED (INCLUDING BUT NOT LIMITED TO A WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE), OF ANY KIND OR NATURE WHATSOEVER RELATING TO OR EFFECTING THE USE AND/OR OPERATION OF THE EQUIPMENT. CARRIER acknowledges that it has inspected and accepted the Equipment and agrees that in no event shall FVLI be liable to it for any damage or injury to persons or property or for any loss of profits or consequential damages arising out of the use the Equipment by CARRIER or by any other person or persons permitted or authorized by the terms and conditions of this Agreement to use or operate the Equipment during the term of this Agreement or any extension hereof.
12. CARRIER shall not assign, mortgage or encumber this Agreement or sublet or rent the Equipment without the prior express written consent of FVLI.
13. Upon default by CARRIER of any of the terms and conditions of this Agreement, upon cancellation of any guarantee of CARRIER's obligations hereunder, upon breach by CARRIER of any term or conditions of any other agreement with FVLI, or upon the bankruptcy or insolvency of CARRIER (including acquiescence in the appointment of a trustee or receiver, or commencement of any dissolution or liquidation proceeding), FVLI may, at its option, without prior notice to CARRIER, without relieving CARRIER of its obligations hereunder and without prejudice to any other rights or remedies FVLI may have at law or in equity, terminate this Agreement. Upon the CARRIER's default, FVLI may demand the immediate return of the Equipment and/or immediately repossess the

Equipment wherever located free of any claim and rights of CARRIER. In addition, CARRIER shall immediately pay all repair charges, casualty values, all costs and expenses, including attorneys' fees, associated with enforcement of the terms and conditions hereunder, the collection of any sums due or to become due and the recovery of the Equipment, and other damages; provided, however, that nothing contained herein shall limit CARRIER's obligation to return the Equipment to

FVLI. CARRIER shall assist FVLI in any repossession effort, and without in any way limiting the obligations of CARRIER under this Agreement, CARRIER hereby irrevocably appoints FVLI as its agent and attorney-in-fact, with full power and authority, to demand and take immediate possession of such Equipment in the name of and on behalf of CARRIER from whomsoever shall be in possession of such Equipment.

14. The relationship between FVLI and CARRIER shall always and only be that of owner and independent contractor. CARRIER shall never at any time during the duration of this Agreement for any purpose whatsoever be or become the agent of FVLI, and FVLI shall not be responsible for the acts or omissions of CARRIER, its employees, representatives or agents.
15. FVLI's rights and remedies with respect to any of the terms and conditions of this Agreement shall be cumulative and not exclusive, and shall be in addition to all other rights and remedies provided by law or in equity.
16. Any provisions of this Agreement prohibited by the law or any jurisdiction shall as to such jurisdiction be ineffective to the extent of such prohibition without invalidating the remaining provisions of this Agreement.
17. This Agreement and any EIR issued hereunder constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and shall inure to the benefit of and bind the successors, heirs and legal representatives and, where assignment is permitted hereunder, assigns of the parties hereof. The terms and conditions contained herein shall supercede the TERMS AND CONDITIONS printed on the reverse side of FVLI's Standard Chassis Interchange Receipt and/or any other applicable EIR which shall be executed by CARRIER at the time of pick-up and/or drop-off of Equipment by CARRIER, its employees, representatives or agents.
18. Any changes or modifications to this Agreement must be in writing and signed by the parties hereto.
19. This Agreement shall be interpreted under and governed by the laws of the State of New Jersey. CARRIER hereby agrees that any claim or controversy arising out of this Agreement may, at the option of FVLI, be litigated in state or federal courts located in the State of New Jersey and the parties hereby consent to submit to the jurisdiction of such courts.
20. Notice and other communications required hereunder shall be given in writing by registered or certified mail, telex or rapidfax at the address above or at such other address as may hereafter be given in writing by either party.
21. No waiver by FVLI of any breach or default hereunder, or omission or delay by FVLI in exercising any of its rights hereunder or course of dealing between FVLI and CARRIER shall operate as a waiver by FVLI to subsequently require full compliance with this Agreement or as a waiver of any of FVLI's rights or remedies hereunder, nor shall any single or partial exercise by FVLI of its rights hereunder preclude any other or further exercise of any other right.
22. CARRIER shall not do or permit to be done any act or omit to do any act which in any way may affect or impair the ownership or other interest of FVLI in the Equipment or otherwise affect or invalidate FVLI's insurance on the Equipment or cause the premium payable thereon to be increased.



23. Either party may terminate this Agreement at any time by giving the other party thirty (30) days prior written notice; provided, however, that the terms and conditions of this Agreement shall remain in effect until all Equipment in the possession, custody and control of CARRIER is returned to FVLI and any applicable charges owed by CARRIER to FVLI are paid in full.

FLEXI-VAN LEASING, INC.

Company Name

By: _____
Signature

By: _____
Signature

Greg Moore _____
Printed Name

By: _____
Printed Name

Executive Vice President & CCO _____
Title

Title

Date

Date