



EXPRESS SYSTEM INTERMODAL, INC.

ESI DOMESTIC EQUIPMENT USE AGREEMENT

This agreement shall become effective _____ and is between Express System Intermodal, Inc. (ESI) and _____ (Customer).

RECITALS

1. Transportation Agreement

Customer agrees to execute an ESI Transportation Agreement and abide by all terms and conditions set forth in such agreement.

2. Equipment Availability

Equipment will be provided to Customer subject to availability.

3. Equipment Substitution

Equipment substitution's are at ESI's discretion.

4. Customer Liability

Customer agrees to accept full liability for any damages, storage, loss, fines, fees or charges resulting from the use supplied of equipment.

5. Condition of Equipment

Customer agrees to return equipment in the same condition as received, without damage, clean and free from dunnage.

6. ESI Stack Trains

Any equipment provided to Customer must be used on ESI stack trains unless previously agreed to in writing by ESI prior to movement.

7. Equipment Release

Customer must secure an equipment release from ESI prior to equipment pick-up. Equipment that requires to be "Street-turned" does not qualify for a chassis allowance. For Customer's convenience, Customer may request equipment by fax or internet. A booking form is attached as Exhibit B. The internet address is cornwlo@oocl.com.

8. Insurance

Customer's designated draymen must have a current Interchange Agreement in effect with OOCL and must maintain insurance as required by OOCL, the railroads or as required by any State or Federal Agency or regulation.

9. Free Time

Customer will be allowed 5 days free time at the origin to load the container and return it to the rail yard and 5 days free time at the destination to unload and return the container to the designated termination point. Free time commences at 00:01 hours on the day following pick-up of the container and expires at 23:59 hours, 5 days thereafter including Saturday, Sunday and ESI recognized holidays.

After Expiration of free time above, equipment detention charges will be assessed as follows:

<u>Equipment Size</u>	<u>1-7 Days</u>	<u>8+Days</u>
20/40 ft	\$10.00	\$20.00
45 ft	\$15.00	\$30.00

Charges are assessed per day or fraction thereof. Equipment detention charges will be computed independently at the origin and destination. Free time unused at either the origin or destination will not be credited towards excess time use at the other end of the movement.

10. Equipment Termination

Unless previously agreed, all ESI supplied empty equipment must be returned to one of the designated locations. A list of the approved termination points will be provided and updated from time to time as necessary. Any equipment terminated at a terminal other than the one designated will result in a \$200.00 penalty plus any cost involved in recovering the equipment including but not limited to per diem, drayage, damage, fines and penalties.

CUSTOMER’S SIGNATURE BELOW INDICATES ACCEPTANCE OF THE ABOVE MENTIONED EQUIPMENT USE RULES.

Express System Intermodal, Inc.

Customer: _____
Print Name

By: James Thornton
Print Name

Title: _____

Title: Managing Director

Signature: _____

Date: _____

Date: _____