



Powered by EIS Logistics Inc.

Preferred Drayman Carrier Package

Dear Preferred Drayman Applicant:

Thank you for your interest in becoming an approved Preferred Drayman Carrier for the Enviromodal Program. Through our Enviromodal Program, we offer excellent opportunities for you to grow your business with us, as well as helping to improve our environment. The following items are necessary to complete the approval process:

- Please complete and sign the attached (1) **Preferred Drayman Carrier Agreement**, the (2) **Preferred Drayman Carrier Profile Sheet**, and provide (3) a copy of your **Uniform Intermodal and Interchange Facilities Agreement (UIIA)** via fax to 904-641-6884.
- The Agreement MUST be returned with the "Preferred Carrier" signature block page completed and signed.
- Have access to a High-Speed Internet connection.

What is Enviromodal?

- EnviroModal is a collaboration where companies can come together to go beyond the traditional intermodal solutions to help improve our environment for many generations to come.
- Enviromodal is centered on working with shippers, Drayman carriers, and logistical partners to reload empty capacity resources which impacts an improved environment.
- Enviromodal provides a variety of transportation solutions and technologies to handle our customers shipping needs resulting in reduced highway miles and less fuel consumption.
- Enviromodal favors SmartWay Transportation participants.

Benefits of Enviromodal

- Participation in an environmentally friendly program focused on complete utilization of equipment while improving our environment and creating a healthier world.
- Efficient, online street interchange processing with
- Complete reservation visibility and unmatched shipment and reservation management tools.
- Ability to monitor and manage your intermodal equipment reservations online 24/7 all in real-time to ensure your reservations do not expire.
- Ability to add a missing unit immediately to your screen if your companies SCAC code or identification was not recorded on the terminals outgate event. It allows you to update this interchange immediately.
- Online, real-time, 24/7 access to available inventory lists available for your open Enviromodal reservation(s).
- Ability to seamlessly interchange equipment in real-time, 24/7 online.
- 24/7 access to customer support online.
- 24/7 access to a reservation verification tool to insure your driver(s)

Thank you!!! We look forward to working with you while building a strong and valuable relationship, and creating a healthier world for everyone. Do not hesitate to communicate with us where we can improve. We encourage you to share with us your thoughts and satisfaction levels.

The EnviroModal Team



Powered by EIS Logistics Inc.

Preferred Drayman Agreement

This Preferred Drayman Carrier Agreement ("Agreement") is entered into this on **(enter date)** by and between **EIS Logistics Inc., and its operating divisions**, whose address is 3131 St. Johns Bluff Road South, Jacksonville, FL 32246 ("EIS") and **(enter company name)**, a Registered Motor Carrier, Permit/Certificate Number DOT# _____ / MC# _____ ("CARRIER"); collectively, the "Parties".

For the purpose of this Agreement, "Registered" means operated under authority issued under Title 49 of the United States Code, and regulations promulgated by the Federal Motor Carrier Safety Administration (or its predecessors) within the U.S. Department of Transportation, and otherwise is full compliance with all requirements under the law to perform the services set forth in this Agreement.

1) CARRIER REPRESENTS AND WARRANTS TO EIS THAT IT:

- a) Is a signatory to the Uniform Intermodal and Interchange Facilities Agreement (UIIA) and is in all respects in compliance with the terms and conditions of the UIIA;
- b) Is a Registered Motor Carrier of Property authorized to provide transportation of property under contracts with shippers, receivers, and brokers of general commodities;
- c) Shall transport the property tendered to it under its own operating authority and subject to the terms of this Agreement;
- d) Will notify EIS immediately if its UIIA agreement or federal Operating Authority ("Registered" status) is revoked, suspended, or rendered inactive for any reason; and/or if it is sold, or if there is a change in control of ownership, and/or any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason; and
- e) That in connection with its utilization of the Equipment, (i) it is a United States person, citizen or resident of the United States, domestic partnership, domestic corporation or United States estate or trust; (ii) it shall use each unit of Equipment for the purpose for which it was designed, in a careful and proper manner; (iii) at its sole cost CARRIER shall, comply with all current and future statutes, regulations, rules, ordinances and orders of any governmental or quasi-governmental entity, including, without limitation, environmental statutes, regulations, rules, ordinances and orders, affecting the use, operation or maintenance of the Equipment, all laws and regulations related to handling (including but not limited to blocking, bracing and securing loads) and storage and DOT compliance requirements, daily pre-trip inspections and safety inspections (collectively "Applicable Laws"); (iv) it shall comply with the Equipment manufacturer's loading limitations and avoid abusive handling and concentrated or excessive loads; (v) it shall provide EIS with any Equipment operation data as may be required by any governmental agency and such data shall be true and accurate; (vi) it will comply with the Interchange Rules provided, however, that in the event of a conflict between the provisions of this Agreement and the Interchange Rules, the provisions of this Agreement shall govern and control; (vii) it will not place in any unit of Equipment Hazardous or Regulated Goods (as defined below) or goods containing Hazardous or Regulated Goods, high density poorly secured materials, bulk commodities which may corrode, oxidize, severely dent, puncture, contaminate, stain or damage the interior or exterior of the trailers or which could result in injury or damage to subsequent users of the Equipment or make any other use of the Equipment which could result in such injury or damage; (viii) it will obtain, at its own cost and expense all applicable licenses, permits and approvals required for the transportation of all goods to be transported by the Equipment; (ix) it will keep the Equipment free from all liens, claims, encumbrances or any rights of others (collectively, "Liens") and shall immediately notify EIS upon receipt of notice of any Lien affecting the Equipment in whole or in part; (x) it will at all times during the term of this Agreement conduct its business in connection with this Agreement in a professional manner and not engage in any deceptive, misleading or unethical activity or business practice that may be detrimental to EIS; (xi) that CARRIER will not obliterate, alter, remove, conceal or otherwise change or hide from view any identification marks that may be affixed to a unit of Equipment or make any structural alterations, changes or improvements in or to the Equipment or remove therefrom any parts, accessories, attachments or other equipment without EIS's prior



Powered by EIS Logistics Inc.

written consent; (xiii) if CARRIER transports a unit of Equipment by road, CARRIER shall comply with all commercial motor vehicle marking requirements to reflect that CARRIER, not EIS, is the business entity that controls the motor carrier operation, notwithstanding identification marks on said Equipment.; and (xiv) shall not permit any unit of Equipment to be moved beyond the territorial limits of the continental United States without the prior written consent of EIS.

For purposes of this Section, the term Hazardous or Regulated Goods shall mean any chemical, substance, waste, material, pollutant, contaminant, equipment or fixture defined as or deemed hazardous or toxic or otherwise regulated by or under (i) the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, *et seq.*; the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601, *et seq.*; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. §§ 11001, *et seq.*; the Clean Water Act, 33 U.S.C. §§ 1251, *et seq.*; the Clean Air Act, 42 U.S.C. §§ 7401, *et seq.*; the Toxic Substances Control Act, 15 U.S.C. §§ 2601, *et seq.*; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §§ 136, *et seq.*; the Safe Drinking Water Act, 42 U.S.C. §§ 300f, *et seq.*; and the Hazardous Materials Transportation Act, 49 U.S.C. §§ 5101, *et seq.*; (ii) the United States Environmental Protection Agency, the United States Food and Drug Administration, the United States Department of Agriculture, the United States Drug Enforcement Administration, the Alcohol and Tobacco Tax and Trade Bureau, and analogous regulatory agencies; (iii) any state, county, municipal or local statutes, laws or ordinances, common law, or other federal laws similar or analogous to the foregoing statutes; (iv) any amendments to the foregoing statutes, regardless of whether in existence on the date hereof; (v) any rules, regulations, guidelines, directives, orders or the like adopted pursuant to or implementing the foregoing statutes; and (vi) any other law, statute, ordinance, amendment, rule, regulation, guideline, directive, order or the like in effect now or in the future relating to environmental, health or safety matters or matters related to the transportation of goods.

At the sole discretion of EIS, and only if EIS has knowledge, EIS may take or may permit any EIS approved third party, including a government authority, to take any action that EIS deems appropriate or necessary in relation to any goods or freight that EIS reasonably suspects violates the foregoing warranties or may present a danger to persons, property, or the environment (collectively the "Suspect Goods") at CARRIER'S sole expense. CARRIER hereby fully and completely releases and forever discharges EIS and its affiliates from and against all claims arising out of or caused by Suspect Goods.

2) CARRIER'S PERFORMANCE AND RESPONSIBILITIES:

- a) CARRIER shall provide the necessary equipment and qualified personnel for completion of the transportation services required by EIS and EIS customers.
- b) CARRIER shall at all times serve the best interests of EIS and EIS customers.
- c) CARRIER shall bear the risk of all loss (direct, indirect and consequential), damage or deprivation of use of the Equipment while in its care, custody and control. If a unit of Equipment is lost, stolen or damaged, CARRIER will promptly notify EIS.
 - (i) If a unit of Equipment is lost, stolen, or otherwise disappears, or is damaged to such an extent that it cannot, in the opinion of EIS and/or its lessor, be economically repaired to good operating order, condition and appearance, CARRIER shall promptly pay EIS an amount equal to the replacement value of the Equipment. .
 - (ii) If the Equipment is damaged while in the care, custody and control of CARRIER, and can be economically repaired in the opinion of EIS and/or its lessor, CARRIER shall within three (3) days of such discovery, repair the Equipment at its sole cost and expense to the specifications of EIS and/or its lessor.
 - (iii) CARRIER shall be liable for detention and other charges accruing on the Equipment's detention during the period of repair.
 - (iv) If any Equipment is returned to EIS that has not been repaired in compliance with the specifications provided by EIS, CARRIER shall be liable to EIS for the total actual cost to otherwise fully and adequately repair the Equipment, including



Powered by EIS Logistics Inc.

necessary Drayman charges, whether or not the damaged Equipment is actually repaired.

- d) CARRIER shall defend, indemnify and hold EIS harmless from any claims, actions or damages, arising out of its operations as a Drayman Carrier and otherwise in performance of this Agreement, and breach of CARRIER'S representations under this Paragraph 2, including damages of any kind asserted against EIS for negligent hiring of CARRIER, cargo loss and damage, theft, delay, damage to property, and personal injury or death. Neither Party shall be liable to the other for any claims, actions or damages due to the negligence of the other, or the shipper. The obligation to defend and indemnify shall include all costs and legal fees of defense.

3) MISCELLANEOUS:

- a) CARRIER and EIS acknowledge and agree that this contract does not bind the respective Parties to exclusive services to each other. Either party may enter into similar agreements with other carriers, brokers, or EIS.
- b) In the event of a dispute arising out of this Agreement, including but not limited to Federal or State statutory claims, Venue for any such action shall be in Florida, Duval County. Unless preempted or controlled by federal transportation law and regulations, the laws of the State of Florida shall be controlling.
- c) In addition to Confidential Information protected by law, statutory or otherwise, the Parties agree that all of their financial information and that of their customers, including but not limited to freight and brokerage rates, amounts received for brokerage services, amounts of freight charges collected, freight volume requirements, as well as personal customer information, customer shipping or other logistics requirements shared or learned between the Parties and their customers, shall be treated as confidential trade secrets, and shall not be disclosed or used for any reason without prior written consent. In the event of violation of this Paragraph, the Parties agree that the remedy at law, including monetary damages, may be inadequate and that the Parties shall be entitled, in addition to any other remedy they may have, to an injunction restraining the violating Party from further violation of this Agreement in which case the prevailing Party shall be liable for all costs and expenses incurred, including but not limited to reasonable attorney's fees.
- d) This Agreement may not be amended, except by mutual written agreement.
- e) All notices provided or required by this Agreement, shall be made in writing and delivered, return receipt requested, to the addresses shown herein with postage prepaid; or by confirmed (electronically acknowledged on paper) fax or email communication. Notices sent as required hereunder, to the addresses shown in this Agreement shall be deemed sent to the correct address, unless the Parties are notified in writing of any changes in address.
- f) The term of this Agreement shall be one year from the date hereof and thereafter it shall automatically be renewed for successive one (1) year periods, unless terminated upon thirty (30) day's prior written notice, with or without cause, by either Party at any time. In the event of termination of this Agreement for any reason, the Parties shall be obligated to complete performance of any work in progress in accordance with the terms of this Agreement.
- g) In the event any of the terms of this Agreement are determined to be invalid or unenforceable, no other terms shall be affected and the unaffected terms shall remain valid and enforceable as written. The representations, rights and obligations of the parties hereunder shall survive termination of this Agreement.
- h) This Agreement may be executed in any number of counterparts each of which shall be deemed to be a duplicate original hereof.
- i) The Parties to this Agreement are authorized to fax and email to each other at the numbers and addresses shown herein, (or otherwise modified in writing from time to time) shipment availabilities, equipment and rate promotions, or any advertisements of new services.
- j) This Agreement contains the entire understanding of the Parties and supersedes all verbal or written prior agreements, arrangements, and understandings of the Parties relating to



Powered by EIS Logistics Inc.

the subject matter stated herein. The Parties further intend that this Agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence may be introduced to reform this Agreement in any judicial or arbitration proceeding involving this Agreement.

IN WITNESS WHEREOF, we have signed this Agreement.

Signatures

Company: Enviromodal

Name: Doug Baland

Signatures: _____
Title: Program Manager

Date: _____

Company: _____

Name (print): _____

Signature: _____

Title: _____

Date: _____



Powered by EIS Logistics Inc.

Preferred Drayman Carrier Profile

Company Name

Address	City	State	Zip
---------	------	-------	-----

Contact Information

Operations/Dispatch Contact	Email	Phone	Fax
-----------------------------	-------	-------	-----

Operations/Dispatch Contact	Email	Phone	Fax
-----------------------------	-------	-------	-----

Operations/Dispatch Contact	Email	Phone	Fax
-----------------------------	-------	-------	-----

Operations/Dispatch Contact	Email	Phone	Fax
-----------------------------	-------	-------	-----

Location(s):

Circle if your operations cover the metro area(s) or write in additional areas serviced.

- | | |
|------------------|--------------------|
| Jacksonville, FL | Greensboro, NC |
| Baltimore, MD | New England |
| Syracuse, NY | Dallas, TX |
| Denver, CO | Salt Lake City, UT |
| Seattle, WA | Portland, OR |
| Sacramento, CA | Phoenix, AZ |
| Kansas City, MO | Albuquerque, NM |
| Pittsburgh, PA | New Jersey |
| Chicago, IL | Los Angeles, CA |
| Harrisburg, PA | Philadelphia, PA |