Trailer Interchange Agreement

This **Trailer Interchange Agreement** ("***Agreement***") is entered into on _____ ("***Effective Date***") by and between the following parties:

Provider

_____

_____ _____

_____ _____ _____ _____

_____ _____

User

_____

_____ _____

_____ _____ _____ _____

_____ _____

Provider and User may be referred to individually as a "***Party***" and collectively as the "***Parties***".

1. Purpose of Agreement

The purpose of this Agreement is to establish the terms under which the Provider allows the User to take temporary possession and use certain trailers owned, leased, or controlled by the Provider for transportation and logistics operations. The Parties intend that trailer interchange occur in an orderly, documented, and responsible manner that protects the equipment and allocates responsibility during the interchange period.

2. Description of Equipment

The trailers subject to interchange under this Agreement shall be described in an interchange record prepared at the time of transfer. Each record shall identify the equipment and confirm its condition at the time of interchange.

The interchange record shall include, at minimum, the following information:

Trailer Number	
Type/Size	
License Plate	
Condition at Release	
Date and Time of Release	

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The interchange record shall be signed or otherwise acknowledged by representatives of both Parties and shall form part of the operational documentation associated with this Agreement.

3. Grant of Possession and Permitted Use

Provider grants the User temporary possession of the trailers listed in the applicable interchange record solely for lawful freight transportation activities conducted in the ordinary course of the User's business.
User shall not:

- Use the trailer for any unlawful purpose.
- Modify, alter, or permanently affix equipment to the trailer without the Provider's written consent.
- Sublease, transfer, or allow any third party to use the trailer except carriers or drivers operating under the User's authority and control.

The User is responsible for the actions of its employees, drivers, contractors, and agents who operate or handle the trailers.

4. Interchange Procedure

The Parties shall implement a reasonable procedure to document each transfer of equipment. At a minimum, the procedure shall include:

- Verification of the trailer number and identifying information.
- Inspection of the trailer's visible condition at the time of release and return.
- Documentation of any existing damage.
- Confirmation of the date, time, and location of the interchange.

The trailer shall be considered in the possession and control of the User from the time the interchange record is completed until the trailer is returned to the Provider and acknowledged as received.

5. Responsibility for Equipment

While the trailer is in the possession of the User, the User assumes responsibility for the trailer and shall exercise reasonable care in its handling, storage, and operation.
The User shall be responsible for:

- Protecting the trailer from damage, misuse, theft, or loss
- Ensuring the trailer is operated by qualified personnel
- Complying with applicable transportation and safety regulations

Normal wear and tear resulting from ordinary use is expected; however, the User remains responsible for damage resulting from negligence, improper handling, or failure to follow reasonable operating practices.

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6. Maintenance and Repairs

The User shall promptly notify the Provider if the trailer requires maintenance or repair during the interchange period.

Routine operational maintenance reasonably required during transport may be performed by the User to ensure safe operation. However, any major repairs or structural modifications must be approved by the Provider unless emergency circumstances require immediate action to prevent further damage or safety risks.

The Parties shall cooperate in determining responsibility for repair costs when damage occurs during the interchange period.

7. Loss, Damage, or Theft

If a trailer is damaged, lost, or stolen while in the possession of the User, the User shall promptly notify the Provider and provide reasonable cooperation in investigating the incident.

The User shall be responsible for the cost of repair or replacement to the extent the loss or damage occurred while the trailer was under the User's possession or control, except where the loss results from circumstances beyond the User's reasonable control and without fault or negligence on the part of the User.

8. Insurance

Each Party shall maintain commercially reasonable insurance coverage consistent with its transportation operations.

The User shall maintain insurance coverage that reasonably addresses liability arising from the possession and operation of interchanged trailers, including coverage for physical damage where applicable.

Upon reasonable request, either Party may provide evidence of insurance coverage in the form of a certificate issued by the applicable insurer.

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9. Term

This Agreement shall commence on the Effective Date and shall remain in effect until terminated in accordance with the Termination clause.

10. Termination

Either Party may terminate this Agreement by providing _____ days' written notice to the other Party.

Either Party may terminate this Agreement immediately if the other Party materially fails to comply with its obligations under this Agreement and does not correct the failure within a reasonable period after receiving written notice describing the issue.

Upon termination of this Agreement:

- All trailers in the possession of the User shall be promptly returned to the Provider.
- Any outstanding damage reports or repair responsibilities shall be resolved in good faith between the Parties.
- Operational records relating to trailer interchange may be retained for documentation purposes.

11. Compliance with Laws

Each Party shall comply with all applicable laws, regulations, and safety requirements relating to transportation, equipment operation, and commercial vehicle use.

12. Relationship of the Parties

Nothing in this Agreement creates a partnership, joint venture, employment relationship, or agency relationship between the Parties. Each Party remains an independent business entity responsible for its own operations.

13. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of _____, without regard to conflict of law principles.

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14. Dispute Resolution

If a dispute arises in connection with this Agreement, the Parties shall first attempt to resolve the matter through good faith negotiations between authorized representatives.

If the dispute cannot be resolved through negotiation, the Parties may pursue resolution through a competent court located in _____, unless the Parties mutually agree to an alternative dispute resolution process.

15. Entire Agreement

This Agreement constitutes the entire understanding between the Parties regarding trailer interchange and supersedes any prior discussions, communications, or agreements on the same subject.

16. Amendments

This Agreement may be amended only through a written document signed by authorized representatives of both Parties.

The Parties indicate their acceptance of this Agreement by signing below.

Provider	**User**
Name	**Name**
Date	**Date**
Signature	**Signature**

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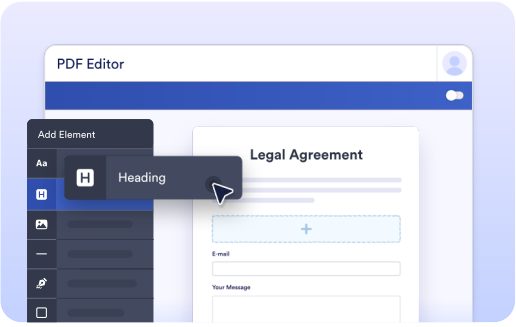

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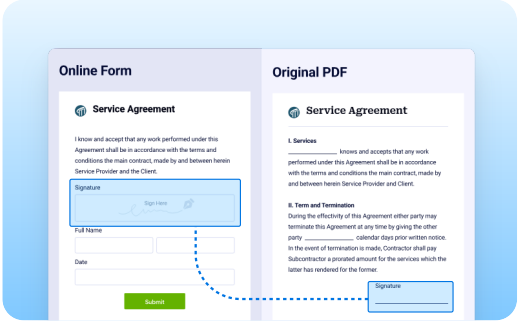

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