



COMPASS CHASSIS POOL INC.

7982 Capwell Drive, 2nd Floor • Oakland, CA 94621 • Phone: (888) 924-2774 Fax:(510) 839-7507

AGREEMENT REQUIREMENTS

- COMPLETE CURRENT CREDIT CARD AUTHORIZATION
- COMPLETE RENTAL AGREEMENT AND SIGN
- ATTACH A COPY OF YOUR INSURANCE CERTIFICATE
 1. 1,000,000.00 LIABILITY
 2. 25,000.00 TRAILER INTERCHANGE
 3. Name "COMPASS CHASSIS POOL, Inc." AS AN ADDITIONAL INSURED

MAIL OR FAX DOCUMENTS TO:

COMPASS CHASSI POOL, INC.
7982 CAPWELL DRIVE
OAKLAND, CA 94621

ATTN: BORIS HUAMAN

FAX NO.: (510) 839-7507 or (916) 922-8365



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Compass Chassis

CHASSIS RENTAL AGREEMENT

This lease is made and entered into this ____ day of _____, 2011, by and between Compass Chassis Pool, Inc. (hereinafter referred to as "Lessor") and _____

(Address) (City) (State) (Zip) (Phone)

(hereinafter referred to as "Lessee"). In consideration of the promises made herein and intending to be legally bound, the parties agree as follows:

1. RECITALS: Lessee hereby desires to lease Chassis from Compass Chassis and Compass chassis is willing to lease Chassis to Lessee on the terms and conditions hereinafter set forth:

Chassis Type (20', 40', 45, 51')

Chassis Number

AS PER EIR at time of pick up

2. LOCATION: The above-described equipment shall be located at _____
Address

(City) (State) (Zip) (Phone)

3. RENTAL PERIOD: The term of this lease agreement shall begin on _____ and continue for a minimum of ___ days and thereafter shall continue on a month to month basis until terminated by either party by delivering a written notice to the other party of its intent to cancel at least thirty (30) days prior thereto.

4. PAYMENT TERMS:

a) Short term rentals (shorter than one (1)) week) Payment due immediately upon return of Chassis

b) Long term lease (longer than one (1) week) Invoicing arrangements are available to credit worthy customers after the completion and approval of a credit application and a valid credit card on file. Billing terms – payment in full, net 30 days; all unpaid invoices that exceed 10 days will be charged to the credit card on file. Credit card number must be current at all times.

a) RENTAL RATE: Lessee shall pay to Lessor rent for the above described chassis at the rate of \$_____ dollars per day, payable per the terms as set forth in paragraph 4 above. Lessor at its sole discretion may increase the rental rate by written notification to the lessee 30 days prior to the rate increase.

5. DELIVERY AND PICKUP CHARGES: Lessee shall pay to the Lessor the sum of \$0.00 Dollars concurrent with the execution of this lease for any delivery and pickup charges.

6. USE: Lessee shall use the equipment in a careful and proper manner and shall comply with and conform to all national, state, municipal, police, and other laws, ordinances, and regulations in any way relating to the possession, use, or maintenance of the equipment. If at any time during the term hereof, Lessor supplies Lessee with labels, plates, or other markings, stating that the equipment is owned by Lessor, Lessee shall affix and keep the same on a prominent place on the equipment.



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7. LESSEE'S INSPECTION: Lessee shall inspect the chassis immediately after receipt thereof. Unless Lessee within said period of time gives written notice to Lessor, specifying any defect in or other proper objection to the equipment, Lessee agrees that it shall be conclusively presumed, as between Lessor and Lessee, that Lessee has fully inspected and acknowledged that the equipment is in good road ready and repaired condition, and that the Lessee is satisfied with and accepts the equipment in such good condition and repair.

8 LESSOR INSPECTIONS or shall at any and all times during business hour have the right to enter into and on the premises where the equipment may be located for the purpose of inspecting the same or observing its use. Lessee shall give Lessor immediate notice of any attachment or other judicial process affecting any item of equipment and shall, whenever requested by Lessor, advise Lessor of the exact location of the equipment.

9. ALTERATIONS: Without the prior written consent of Lessor, Lessee shall not make any alterations, additions, or improvements to the equipment. If approved by Lessor, all additions and improvements of whatsoever kind made to the equipment by the Lessee shall belong to and become the property of Lessor.

10. REPAIRS: Lessee at its own cost and expense shall keep the equipment in good repair, condition, and working order except for reasonable wear and tear. Lessee shall not incur for Lessor's account or liability any expenses for **major** repairs or replacements. Should Lessee fail to make the necessary repairs or replacements as outlined herein, Lessor shall have the right, but not the duty to make any necessary repairs or replacements and Lessee shall immediately reimburse or pay Lessor for the cost of labor and material incurred to make said repairs or replacements.

11. LOSS AND DAMAGE - INDEMNIFICATION: Lessee shall indemnify and hold Lessor harmless from any and all injuries to or loss of the equipment; and Lessee agrees to indemnify and hold Lessor free and harmless from any liability, loss, cost, damage, or expenses, including reasonable attorney's fees that Lessor may suffer or incur as a result of any claims that may be made by any person or persons, including, but not limited to Lessee, its agents, and its employees that arise out of or result from the use, maintenance, operation, or possession of the equipment, whether said claims are based on negligence of Lessor or Lessee or another, breach of contract, breach of warranty, strict liability, or otherwise.

12. SURRENDER: On the expiration or earlier termination of this Lease, with respect to any item of equipment, Lessee shall return the same to Lessor in good repair, condition, and working order, ordinary wear and tear resulting from proper use thereof alone accepted. Lessee shall provide clear access to the equipment at the time of removal or, at the election of Lessor, Lessee shall, at its own cost and expense, deliver the equipment to such place as Lessor shall specify.

13. INSURANCE: Lessee shall at Lessee's expense, keep the equipment insured against all risks of loss or damage from every cause whatsoever for not less than the full replacement value thereof as determined by Lessor; and shall carry public liability and property damage insurance covering the equipment. Property insurance shall insure 100% of the Full replacement Cost of the Chassis. Liability insurance shall (i) have a combined single limit of not less than \$1,000,000 per occurrence, (ii) cover contractual liability, products/completed operations, personal injury and severability of interest, and (iii) designate Compass Chassis as an additional insured. The proceeds of such insurance, at the option of Lessor, shall be applied (a) toward the replacement, restoration, or repair of the equipment or (b) towards payment of the obligations of Lessee hereunder. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of, and execute and endorse all documents, checks, or drafts for loss or damage under any said insurance policy.

14. TAXES: Lessee shall keep the Chassis free and clear of all levies, liens, and encumbrances and shall pay all license fees, registration fees, assessments, charges, and taxes (municipal, state, and federal) which may now or here after be imposed upon the ownership, leasing, renting, sale, possession, or use of the equipment, excluding, however, all taxes on or measured by Lessor's income.

15. LESSOR'S PAYMENT: In case of failure of Lessee to procure or maintain said insurance or to pay said fees, assessments, charges, and taxes, all as hereinbefore specified, Lessor shall have the right, but shall not be obligated, to effect such insurance, or pay said fees, assessments, charges, and taxes, as the case may be. In that event, the cost thereof shall be repayable to Lessor with the next in installment of rent, and failure to repay the same shall carry with it the same consequence, including interest at the highest lawful contract rate, as failure to pay any installment of rent.



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16. WARRANTIES: Upon acceptance of the equipment by the Lessee, Lessor assumes no responsibility for the condition, repair, fitness or merchantability of the equipment. Lessor makes no warranties whatsoever, express or implied, and Lessee takes the equipment as is and with all faults.

17. DEFAULT: If Lessee with regard to any item or items of equipment fail to pay any rent or other amounts herein provided within ten (10) days after the same is due and payable, or if Lessee with regard to any item or items of equipment fails to observe, keep, or perform any other provision of this Lease required to be observed, kept, or provided by Lessee, Lessor shall have the right to exercise any one or more of the following remedies:

(a) To declare the entire sum of rent hereunder immediately due and payable as to any items of equipment, without notice or demand to Lessee;

(b) To pursue legal action to recover all rents, and other payments then accrued or thereafter accruing, with respect to any or all items of equipment;

(c) To take possession of any or all items of equipment, without demand or notice, wherever same may be located, without any court order or other process of law. Lessee hereby waives any and all damages occasioned by taking of possession. Any said taking of possession shall not constitute a termination of this Lease as to any or all items of equipment unless Lessor expressly so notifies Lessee in writing;

(d) To terminate this Lease with regard to any or all items of equipment;

(e) To pursue any other remedy at law or in equity. Not with standing any said repossession, or any other action which Lessor may take, Lessee shall be and remain liable for the full performance of all obligations on the part of Lessee to be performed under this Lease. All such remedies are cumulative and may be exercised concurrently or separately.

18. BANKRUPTCY: Neither this Lease nor any interest therein is assignable or transferable by operation of law. If any proceeding under the Bankruptcy Act, as amended, is commenced by or against the Lessee, or if the Lessee is adjudged insolvent, or if the Lessee makes any assignment for the benefit of his creditors, or if a writ of attachment of execution is levied on any item or items of the equipment and is not released or satisfied within ten (10) days thereafter, or if a receiver is appointed in any proceeding or action in which the Lessee is a party with ability to take possession or control of item or items of the equipment, Lessor shall have and may exercise any one or more of the remedies set forth in Paragraph 18 hereof; and this Lease shall, at the option of the Lessor, without notice, immediately terminate and shall not be treated as an asset of Lessee after the exercise of said option.

19. CONCURRENT REMEDIES: No right or remedy herein conferred on or reserved to Lessor is exclusive of any other right or remedy herein or by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

20. LESSOR'S EXPENSES: If Lessor shall place the enforcement of this Lease in the hands of an attorney, whether action is instituted or not, to recover possession of any of the equipment or to enforce any of the terms and conditions or provisions of this Lease, or to obtain damages for breach thereof, Lessee agrees to pay all Lessor's costs and expenses incurred, including reasonable attorney's fees.

21. ASSIGNMENT: Neither this Lease nor Lessee's rights hereunder shall be assignable, either voluntarily or involuntarily, except with Lessor's written consent. Lessee shall not sublet or lend the equipment or any part thereof except with Lessor's written consent. The conditions hereof shall bind any permitted sublessee or successors or assigns of Lessee. If Lessor assigns the rents reserved herein or all or any of Lessor's rights hereunder, assignee's rights shall be independent of any claim of Lessee against Lessor and the rights of the assignee of the Lessor shall be free from all defenses, setoffs, or counterclaims that Lessee may be entitled to assert against Lessor.

22. CHARACTER AND OWNERSHIP OF PROPERTY: The equipment is and shall at all times be and remain personal property notwithstanding that the equipment or any part thereof may now be, or hereafter become, in any manner affixed or attached to, or embedded in, or permanently resting on, real property or any building thereon, or attached any manner to what is permanent as by means of cement, plaster, nails, bolts, screws, or otherwise. Further, the equipment is, and shall at all times be and remain the sole and exclusive property of Lessor; and the Lessee shall have no right, title, or interest therein or thereto except as expressly set forth in this Lease.

23. OFFSET: Lessee hereby waives any and all existing and future claims and offsets against any rent or other payments due hereunder; and agrees to pay the rent and other amounts due hereunder regardless of any offset or claim which may be asserted by Lessee or on its behalf.

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24. INTEREST: Should Lessee fail to pay any part of the rent herein reserved or any other sum required by Lessee to be paid to Lessor within (10) days after the due date thereof, Lessee shall pay to the Lessor interest on such delinquent payment from the expiration of said ten (10) days until paid at the highest lawful contract rate.

25. NONWAIVER: Lessor's failure at anytime to require strict performance by Lessee of any of the provisions hereof shall not waive or diminish Lessor's rights to demand future strict compliance therewith or with any other provision. A waiver of a default shall not be a waiver of any other default.

26. ENTIRE AGREEMENT: This instrument constitutes the entire agreement between Lessor and Lessee; and it shall not be amended, altered, or changed except by written agreement signed by the parties hereto.

27. NOTICES: All notices hereunder shall be in writing and shall be sufficiently given if delivered personally or sent by overnight delivery service, by registered or certified mail, first class, postage prepaid or by telecopy or similar written means of communication to the receiving party at its address as shown above, or if later address be known to sender, to the later known address.

NOTICE - BEFORE YOU SIGN - PLEASE READ THE RENTAL AGREEMENT COMPLETELY.

IN WITNESS THEREOF, the parties hereto have executed this agreement on the date first above written at

_____, California.
(City)

Compass Chassis Pool, LESSOR BY

LESSEE BY



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Compass Chassis Pool, Inc.

Credit Card Authorization

I, (Signer) _____ from (Company Name) _____ hereby

authorizes Compass Chassis Pool, Inc. to debit the following credit card account: (Visa/MC) _____

Expiration date: _____ Credit Card No.: _____

for the Chassis rental or lease agreement with Compass Chassis at the agreed rate and terms. This will include the cost of delivery & pick up of said equipment, the monthly lease charge, and any damage charges that are not normal wear and tear items. Non wear and tear items included, but are not limited to, total loss of the equipment, fire damage, water damage, chemical spill damage, graffiti, hole and excessive denting damage.

Any default on payment due to canceled credit card, Compass will have the right to immediately pickup all of their equipment

from said customer without interference.

Thank you for your business.

Date : _____

Company Name (print): _____

Customer's Name (print): _____

Customer's signature _____

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Chassis Rental Rate Sheet

20' and 40' CHASSIS

Daily Rental (minimum two days)	\$20.00 per day
Weekly Rental (minimum seven days)	\$15.00 per day
Monthly Rental (minimum 30 days)	\$10.00 per day
One-Year Rental	\$ 8.00 per day
Two or more Years Rental	\$ 6.00 per day

Tri-axel CHASSIS

20' tri-axel (minimum two days)	\$55.00 per day
40' Combo (12 point) (minimum two days)	\$50.00 per day
Weekly Rental (minimum 7 days)	\$45.00 per day
Monthly Rental (minimum 30 days)	\$ 35.00 Per day

51' CHASSIS

Daily Rental Only (minimum two days)	\$50.00 per day
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Price include: Free mileage & interchange IN & OUT.
Sales tax 9.75% will apply

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