Developed By: **Effective: July 25, 2007**

The Intermodal Interchange
Executive Committee

UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT (U I I A)

Administered By:

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FORM 2

UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT

(A Program of the Intermodal Association of North America)

Participating Party Agreement

The Party named below agrees that by executing the Uniform Intermodal Interchange and Facilities Access Agreement (UIIA) it will be bound by the provisions of the UIIA, and subsequent amendments and/or revisions of that Agreement, and any addendum thereto, that does not conflict with the terms of this Agreement, which govern the interchange and use of Equipment in intermodal interchange service. The Provider named below agrees that in its interchange activities with Motor Carrier participants who are signatories to the Agreement, this Agreement will be the only Agreement it will use, unless superceded in whole by a separate bilateral written agreement.

This Agreement shall be effective unless cancelled in writing, by mutual consent of the Parties, or by any Party upon thirty (30) days prior Notice to the other Party. A copy of the required written Notice must be provided to the President of IANA at the time it is issued. **[Revised 04/11/07]**

COMPANY NAME:_____

AUTHORIZED BY: (Print or Type)_____

SIGNATURE:_____ **TITLE:**_____ **DATE:**_____

BUSINESS ADDRESS:_____
(Mailing Address) No. Street City

_____
State Zip Code Phone No. Fax E-Mail

Indicate Nature of Business: _____ Motor Carrier _____ Provider

Indicate Standard Carrier Alpha Code (SCAC):_____

If Applicable to a Motor Carrier:

Federal Registration (MC Number)_____ State Authorization (DOT) No._____

STCC Code:_____ Tax Identification No. _____

Dated:_____ By: _____
President & CEO
Intermodal Association of North America

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COMPANY NAME:_____

AUTHORIZED BY: (Print or Type)_____

SIGNATURE:_____ **TITLE:**_____ **DATE:**_____

BUSINESS ADDRESS:_____
(Mailing Address) No. Street City

_____
State Zip Code Phone No. Fax E-Mail

Indicate Nature of Business: _____ Motor Carrier _____ Provider

Indicate Standard Carrier Alpha Code (SCAC):_____

If Applicable to a Motor Carrier:
Federal Registration (Motor Carrier) No._____ State Authorization (DOT) No._____

STCC Code:_____ Tax Identification No. _____

The provisions of this agreement shall become effective on the date accepted by the Association of the above named carrier and published in the list of subscribers or supplements thereto.

By: _____
President & CEO
Intermodal Association of North America

KEEP THIS COPY FOR YOUR FILES

UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT

A. Purpose

The Parties to this Agreement hereby acknowledge their respective responsibilities in one Party's access to the Premises of the other for the purpose of interchanging intermodal transportation Equipment and further establish the terms and conditions under which such intermodal Equipment will be used. **[Revised 04/11/07]**

B. Definition of Terms

1. Actual Cash Value: Replacement cost less depreciation as referred to on Equipment Owners' or Providers' Books.

2. Addendum/Addenda: Providers' schedule of economic and commercial terms not appropriate for inclusion in the uniform Agreement and other terms and conditions of Equipment use. **[Revised 04/11/07]**

3. Agreement: This Agreement or amendments thereto and Addendum/Addenda.

4. Contamination: Damage resulting from release of a hazardous material or other substance in Equipment which prevents subsequent use of the Equipment without removal of the material or substance. **[Revised 10/22/04]**

5. **Destroyed: Where the reasonable and customary cost to repair Equipment exceeds its Actual Cash Value or depreciated replacement value. [Revised 7/25/07]**

6. Equipment: Equipment commonly used in the road transport of intermodal freight including trailers, chassis, containers and associated devices.

7. Equipment Owner: The holder of actual or beneficial title to the Equipment, regardless of the form of the title. **[Revised 04/11/07]**

8. Equipment Interchange Receipt (EIR): A document confirming the interchange of Equipment between Parties to this Agreement, or their agents. The physical condition of the Equipment may be described by either Party within the EIR or via recorded images taken at the time of Interchange. **[Revised 04/11/07]**

9. Facility Operator: Party whose Premises are accessed for the purpose of effecting an interchange between signatories to this Agreement. **[Revised 2/24/06]**

10. Indemnitees: Provider, Equipment Owner and/or Facility Operator, as their interest may appear.

11. Interchange: The transfer of physical possession of Equipment under the Agreement.

12. Interchange Period: The period, commencing upon Interchange to Motor Carrier and concluding upon Interchange to Provider.

13. Motor Carrier: The Party being granted access to the Provider's facilities and/or having physical possession of the Equipment for the purpose of road transport or its designated agent or contractor.

14. Notice: A communication between Parties of this Agreement required by the terms of the Agreement.

15. Parties: The Provider, Motor Carrier and/or Facility Operator who are signatories to this Agreement. **[Revised 2/24/06]**

16. **Per Diem: Charge to be paid when intermodal Equipment is not returned by the end of the allowable free time to its origin or to another location, as previously agreed to by the Parties. [Revised 7/25/07]**

17. Premises: The property operated by Equipment Provider or Facility Operator for the purpose of Interchange.

18. Provider: The Party authorizing delivery and/or receipt of physical possession of Equipment with a Motor Carrier.

19. Recorded Image: A date and time stamped electronic image, which depicts the physical condition of the Equipment. [**Added 04/11/07]**

20. **Storage/Ocean Demurrage: Charge to be paid when intermodal Equipment is stored on property. [Revised 7/25/07]**

21. Wear and Tear: Damage or deterioration of Equipment incident to its usual and customary intended use.

C. Premises Access

1. Provider and/or Facility Operator grants to Motor Carrier the right to enter upon its terminal facility for the sole purpose of completing an Interchange of Equipment.

2. Nothing in this Agreement shall preclude Provider or Facility Operator from refusing access to a Motor Carrier for good cause shown. Provider or Facility Operator shall exercise this right in good faith, providing to Motor Carrier a written statement of the reason for its action by registered mail or confirmed facsimile transmission within five (5) business days of the event causing such refusal.

D. Equipment Interchange

1. Notification of Equipment Availability

   a. If Provider/Facility Operator undertakes to notify Motor Carrier of Equipment availability, it represents that the Equipment will be available for Interchange when the Motor Carrier arrives.

   b. Where it is notified, as provided herein, Motor Carrier must Interchange Equipment promptly upon notification. Motor Carrier will be responsible to Provider for the charges, as may be described in Provider's Addendum hereto, in the event Motor Carrier fails to remove Equipment during the free time provided in the Addendum.

2. Equipment Interchange Receipts

   a. At the time of Interchange, the Parties or their agents shall execute an Equipment Interchange Receipt and/or exchange an electronic receipt equivalent, which shall describe the Equipment and any defects observable thereon at the time of Interchange. The physical condition of the Equipment may be described by either Party within the EIR or via recorded images taken at the time of Interchange. **[Revised 04/11/07]**

   b. Each Party shall be entitled to receive a copy and/or an electronic receipt equivalent of the Equipment Interchange Receipt as described in D.2.a above. **[Revised 04/11/07]**

c. If Recorded Images are taken at the time of Interchange, the words "ADDITIONAL DEFECTS AS FOUND ON RECORDED IMAGES" will be printed on the Equipment Interchange Receipt and/or electronic receipt equivalent and all such Recorded Images will be made available for each Party for a period of 1 year from Interchange. **[Added 04/11/07]**

3. Equipment Condition

a. Warranty: **WHILE PARTIES MAKE NO EXPRESS OR IMPLIED WARRANTY AS TO THE FITNESS OF THE EQUIPMENT, THEY RECOGNIZE AND AFFIRM THEIR RESPONSIBILITIES UNDER THE FEDERAL MOTOR CARRIER SAFETY REGULATIONS.**

1) Motor Carriers will conduct a pre-trip inspection prior to departing with interchanged Equipment that will include those items set forth in Exhibit A to this Agreement. **[Revised 1/17/05]**

b. Equipment controlled by Provider shall have a valid FHWA inspection sticker. Provider will reinspect and recertify the Equipment, at Motor Carrier's request, if the existing inspection will expire during the Addendum free time period of the Motor Carrier's use.

c. Motor Carrier will reinspect and recertify the Equipment if the existing inspection will expire prior to the Motor Carrier's return of the Equipment to the Provider.

d. Motor Carrier will return the Equipment to the Provider in the same condition, reasonable Wear and Tear excepted.

1) **The responsibility for the repair and/or replacement of equipment items during the Interchange Period are listed in Exhibits B and C of this Agreement. [Revised 7/25/07]**

2) **Motor Carrier and Provider will not issue an invoice for repair items equal to or less than $50 per unit per Interchange Period. Provider may, in its Addendum, adopt a different threshold amount as long as that amount is greater than $50 and applies to both Motor Carrier and Provider. [Revised 7/25/07]**

3) In any disputes arising in connection with classification of Wear and Tear, the Association of American Railroads TOFC/COFC Interchange Rules, Sections B, G, and F, shall be the controlling document.

E. Equipment Use

1. Absent a separate bilateral agreement in written or electronic form between the Parties authorizing the use of the Equipment by others while in the possession of the Motor Carrier and/or authorizing the return of the Equipment to a different location, the Motor Carrier shall use the Equipment only for the purposes for which it was interchanged and shall promptly return it to the location at which it was received. An Addendum to this Agreement does not constitute a separate bilateral agreement. **[Revised 04/11/07]**

2. Lost, Stolen, or Destroyed Equipment

a. In the event the Equipment is lost, stolen from, or destroyed by Motor Carrier, the method of settlement shall be the Actual Cash Value or the depreciated replacement value, as agreed between the Parties.

b. In the event Motor Carrier is compelled to compensate Provider for loss or damage to Equipment due to the acts of third parties, Provider will assign to Motor Carrier its rights against such third party upon receiving payment in full from Motor Carrier.

c. When Equipment is lost, stolen or destroyed, the Motor Carrier and Provider will follow the notification and invoicing processes as set forth in the Provider's addendum. If the Provider's addendum does not contain notification and/or invoicing processes for lost, stolen, badly damaged or destroyed equipment, the following will apply:

   Motor Carrier shall promptly notify Provider when Equipment is lost, stolen, badly damaged or destroyed. Provider shall within thirty (30) days after receipt of such notification, secure and furnish to the Motor Carrier a written statement of the depreciated replacement value or Actual Cash Value of the equipment, as agreed between the parties [or as set forth in Provider's addendum]. Motor Carrier shall pay Provider the amount specified in the written statement within (30) days of the date of such written statement. **[Revised 9/13/04]**

d. **Provider will notify Motor Carrier within 18 months from the date of Interchange if Equipment is declared lost, stolen or destroyed. If Provider does not so notify Motor Carrier, the right to recover any associated charges or Actual Cash Value will be lost. [Revised 7/25/07]**

3. Damage to Equipment

   a. Motor Carrier shall pay to Provider the reasonable and customary costs to repair damages done to Equipment during Motor Carrier's possession.

   b. Where the reasonable and customary cost to repair exceeds the casualty loss value as determined in Section E.2.a hereof, the Motor Carrier shall be obligated only for the lesser sum.

   c. Provider shall invoice Motor Carrier no later than: **[Added 04/11/07]**

      1) Standard Gate System (manned): Not later than 165 calendar days.
      2) AGS Gate System (unmanned): Not later than 120 calendar days following the interchange transaction giving rise to the bill.

   d. To be valid, invoices must detail the repairs done; include a copy of the actual repair bill upon which the invoice is based and include the factual documentation supporting the Provider's determination that the Motor Carrier is responsible. In the case of AGS gate transactions such documentation must include images depicting the condition of the equipment at the time the Motor Carrier to be charged both accepted and returned the Equipment. **[Added 04/11/07]**

4. Tires

   a. Repair of damage to tires during Motor Carrier's possession is the sole responsibility of Motor Carrier**, based on prevailing reasonable and customary repair costs and equipment use. [Revised 7/25/07]**

   b. Repair of tires unrelated to damage occurring during Motor Carrier's possession is the sole responsibility of the Provider**, based on prevailing reasonable and customary repair costs and equipment use. [Revised 7/25/07]**

5. Disposal of Dunnage

    a. Motor Carrier shall return Equipment with all dunnage, bracing, contaminants and debris removed and the floor swept.

6. Free Days and Use Charges

    a. Interchange of Equipment is on a compensation basis. Provider may permit some period of uncompensated use and thereafter impose use charges, as set forth in its Addendum.

    b. Motor Carrier shall be responsible for use and/or storage charges set forth in the Addenda.

    c. Provider shall invoice Motor Carrier for use and/or storage charges within sixty (60) days from the date on which Equipment was returned to Provider by Motor Carrier.

    d. In absence of a dispute resolution process contained in the Provider's addendum, the following dispute resolution process will apply:

    Motor Carrier shall advise Provider in writing of any disputed items on Provider's invoices within 30 days of the receipt of such invoice(s), pursuant to paragraph E.6.g of the Agreement. Provider will undertake to reconcile such disputed items within 30 days of receipt of Motor Carrier's notice and will either provide verification for charges as invoiced or will issue a credit to Motor Carrier's account for any amount not properly invoiced. Such disputes do not constitute valid grounds for withholding or delaying payments of undisputed charges as required by the Terms of this Agreement. In the event that charges have been verified by Provider and are again rejected and disputed by Motor Carrier for whatever reasons, Provider and Motor Carrier reserve their rights and remedies under the law regarding the payment of such charges. **[Revised 5-17-04]**

    e. Provider shall provide the Motor Carrier documentation as is reasonably necessary to support its invoice.

    f. Motor Carrier shall respond in writing to Provider's invoices within thirty (30) days, documenting with appropriate evidence its disagreement with any of Provider's invoices it believes to be incorrect.

    g. Motor Carrier will participate in good faith in Provider's established method of dispute resolution, as set forth in its Addendum.

7. International Trade
   Where Equipment is an instrument of international traffic only, Provider shall advise Motor Carrier thereof on the Equipment Interchange Receipt and, thereafter, Motor Carrier agrees to restrict the use of Equipment to the permitted uses contained in 19 CFR 10.41 a (f).

F. Liability, Indemnity, and Insurance

1. Fines, citations: Motor Carrier shall pay all fines arising out of its acts or omissions in the operation of Equipment during the Interchange Period.

    a. Motor Carrier will provide a corrected copy of Equipment-related citations to Provider upon completion of Interchange.

2. Independent contractor status: No Party or its agents is the employee or agent of any other Party.

3. If the Equipment is interchanged by Motor Carrier or is otherwise authorized by Motor Carrier to be in the possession of other parties, the Motor Carrier shall be responsible for the performance of all terms of this Agreement in the same manner as if the Equipment were in the possession of the Motor Carrier, unless the written consent of Provider has been obtained.

4. Indemnity:

   a. Subject to the exceptions set forth in Subsection (b) below, Motor Carrier agrees to defend, hold harmless and fully indemnify the Indemnitees (without regard to whether the Indemnitees' liability is vicarious, implied in law, or as a result of the fault or negligence of the Indemnitees), against any and all claims, suits, loss, damage or liability, for bodily injury, death and/or property damage, including reasonable attorney fees and costs incurred in the defense against a claim or suit, or incurred because of the wrongful failure to defend against a claim or suit, or in enforcing subsection F.4 (collectively, the "Damages"), caused by or resulting from the Motor Carrier's: use or maintenance of the Equipment during an Interchange Period; and/or presence on the Facility Operator's premises. **[Revised 1/17/05]**

   b. Exceptions: The foregoing indemnity provision shall not apply to the extent Damages: (i) occur during the presence of the Motor Carrier on the Facility Operator's premises and are caused by or result from the negligent or intentional acts or omissions of the Indemnitees, their agents, employees, vendors or third party invitees (excluding Indemnitor); or (ii) are caused by or result from defects to the Equipment with respect to items other than those set forth in Exhibit A, unless such defects were caused by or resulted from the negligent or intentional acts or omissions of the Motor Carrier, its agents, employees, vendors, or subcontractors during the Interchange Period. **[Revised 1/17/05]**

5. Notice of Filed Claims:

   a. Motor Carrier shall promptly notify Provider, Equipment Owner and/or Facility Operator of any claim arising against Motor Carrier under Section F.4, and shall also advise Provider, Equipment Owner and/or Facility Operator at that time of the legal defense undertaken regarding that claim. Failure of the Motor Carrier to timely provide such legal defense, and the undertaking of that legal defense by Provider, Equipment Owner and/or Facility Operator to protect such Party's respective interests, shall result in the Motor Carrier's bearing such reasonable attorney fees and costs incurred by the Provider, Equipment Owner and/or Facility Operator in providing such legal defense.

   b. Provider, Equipment Owner and/or Facility Operator shall promptly notify Motor Carrier of any claim arising under Section F.4. which Provider, Equipment Owner and/or Facility Operator receives. Provider, Equipment Owner and/or Facility Operator shall not undertake any legal defense of or incur any legal expenses pertaining to the claim submitted to the Motor Carrier, unless Motor Carrier fails to timely do so as provided in Section 5.a.

6. Insurance: To the extent permitted by law, Motor Carrier shall provide the following insurance coverages in fulfillment of its legal liability and obligations contained in this Agreement:

   a. A commercial automobile insurance policy with a combined single limit of $1,000,000 or greater, insuring all Equipment involved in Interchange including vehicles of its agents or contractors; said insurance policy shall be primary to any and all other applicable insurance and shall name the Equipment Provider as additional insured. The extent of Equipment Providers' additional insured status is limited to the provisions of Section F.4 hereof. **[Revised 1/17/05]**

b. A commercial general liability policy with a combined single limit of $1,000,000 per occurrence or greater, of which no portion can be self-insured. **[Revised 04/11/07]**

c. Motor Carrier shall have in effect, and attached to its commercial automobile liability policy, a Truckers Uniform Intermodal Interchange Endorsement (UIIE-1), which includes the coverages specified in Section F.4. Motor Carrier shall use endorsement form UIIE-1 (or other corresponding forms which do not differ from UIIE-1) in the most current form available to the insurance carrier. Evidence of the endorsement of the policy and the coverage required by this provision shall be provided to IANA by the insurance company.

d. IANA shall receive a minimum of thirty (30) days advance Notice of any cancellation of such coverages.

7. The Provider agrees that it will obtain all information concerning Motor Carrier Certificates of Insurance from the Intermodal Association of North America, and that additional evidence of insurance will not be requested from Motor Carrier Participants.

G. General Terms

1. Entire Agreement: This Agreement, including its Addendum, but only to extent that its terms do not conflict with this Agreement, contain the entire Agreement between the Parties hereto. This Agreement supersedes all prior agreements and understandings, oral or written, if any, between the Parties except as contained herein. No modification or amendment of any of the terms, conditions or provisions herein may be made otherwise than by written Agreement signed by the Parties. **[Revised 04/11/07]**

   This Agreement shall apply unless it is superseded in whole by a separate bilateral written contract.

2. Headings: The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

3. Waiver: The terms or conditions of this Agreement may be waived at any time by the Party entitled to the benefit thereof, but no such waiver shall be effective unless the same is in writing and no such waiver shall affect or impair the right of the waiving Party to require observance, performance or satisfaction either of that term or condition as it applies on a subsequent occasion or of any other term or condition hereof. The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision of this Agreement by either Party.

4. Material Breach: If it is determined that, at the time of Interchange, the Motor Carrier was not insured in accordance with Section F.6. of this Agreement, the Motor Carrier shall have been in material breach of this Agreement and the Agreement shall, subject to the survivability provisions hereof, terminate immediately pursuant to Section G.16.

   With the exception of Section G.4., no breach of this Agreement, either by an individual Motor Carrier or by an individual Provider/Facility Operator, shall affect the rights and obligations of that Motor Carrier or Provider/Facility Operator with all other Parties hereto.

5. Assignment: No Party shall assign this Agreement or any part hereof without the written consent of the other Parties provided that no such consent shall be required in the event of Provider's assignment to a successor-in-interest as a result of a merger or sale of substantially all of Provider's assets.

Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assign.

6. No Third Party Beneficiaries: Except as expressly provided herein, nothing in this Agreement shall entitle any person other than the Parties or their respective successors and mutually accepted assigns to any claim, cause of action, remedy or right of any kind. **[Revised 04/11/07]**

7. Governing Law: The laws of the state of Maryland, the location at the principal place of business of the Intermodal Association of North America shall govern the validity, construction, enforcement and interpretation of this Agreement without regard to conflicts of law principles.

8. Venue: Any action which may be brought to enforce or interpret this Agreement shall be brought in a trial court of competent jurisdiction as follows:

   a. As to questions of interpretation or enforcement of the Agreement, at the location of the principal place of business of the Intermodal Association of North America;
   b. As to questions of indemnification under the Agreement at the situs of the transaction giving rise to the requested indemnification;
   c. As to monetary obligations between the Parties by reason of Equipment usage charges at the situs of the transaction giving rise to the requested damages;
   d. As to monetary damages between the Parties arising out of physical damage to or loss of Equipment, at the situs at which the Equipment was last interchanged prior to such loss or damage.

9. Severability: If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or enforceability shall not change or invalidate any other provisions hereof.

10. Survival: Cancellation of this Agreement notwithstanding, Motor Carrier shall remain obligated to return Equipment provided hereunder and otherwise perform its obligations outstanding at the time of cancellation.

11. Compliance of Law: The Parties shall obey all federal, state and local laws, rules and regulations including those pertaining to the transportation of hazardous materials.

12. Force Majeure: In the event the Motor Carrier is unable to Interchange Equipment to Provider within the free time as specified in Provider's Addendum, or Provider's applicable Tariff, as a result of Acts of God, war, insurrections, strikes, fire, flood or any like causes beyond the Motor Carrier's control, the Motor Carrier shall be exempted from the per diem charges to the extent of, and for the duration of, the condition that prevented the redelivery of the Equipment. **[Revised 9/13/04]**

13. Attorney's Fees: Should any action be brought by either Party to enforce or for the breach of any other terms, covenants or conditions of this Agreement, either Party shall be entitled, if it shall prevail, to recover reasonable attorneys' fees together with the cost of the suit therein incurred.

14. Notices:

   a. The Provider agrees to provide ten (10) days written Notice to the Motor Carrier of any changes to the terms or conditions of its Agreement Addendum. The effective date of any change shall be no less than thirty (30) days from the date of notification to Motor Carrier. **[Revised 6/02/05]**

b. Notices required under this Agreement from Motor Carrier to Provider, or from Provider to Motor Carrier, shall be in writing and sent by confirmed facsimile or by first class mail, postage paid, and properly addressed. Alternatively, such written Notice can be personally served, sent by registered or certified mail, postage prepaid, or by a national overnight courier or delivery service, properly addressed to the individual shown in the UIIA subscriber record. Either Party, at any time, may change its address by written Notice to the other party sent as provided in this Paragraph. The earlier of (1) the date of receipt or (2) three days after the date such written Notice is given in accordance with this Paragraph shall constitute the initial date of Notice in computing the elapsed time as specified in any Notice requirement in this Agreement.

c. In the event it becomes necessary for the Provider to suspend a Motor Carrier's interchange privileges for non-payment of outstanding invoices, Provider shall notify Motor Carrier, via confirmed facsimile, e-mail or letter, no less than 3 business days prior to suspension, that unless the outstanding issue is resolved, suspension of interchange privileges may occur. The final notification shall include contact information necessary for the Motor Carrier to resolve the outstanding issue. **[Revised 4/26/05]**

15. Multiple Counterparts: The Agreement may be executed in a number of identical counterparts, each of which for all purposes is to be deemed an original, and all of which constitute, collectively, one Agreement; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

16. Term: This Agreement shall be effective for a period of one year from its execution and shall continue in effect thereafter for consecutive one year terms unless cancelled in writing, by consent of the Parties, or by any Party upon thirty (30) days prior Notice to the other Party or to the President of IANA.

    A Party whose participation in the Agreement has been cancelled for nonpayment of the IANA Administrative Service Fee may not assert any rights under this Agreement for any Interchange undertaken during the period of the cancellation.

    The absence of insurance as required in Section F.6. hereof shall effect immediate cancellation of the Motor Carrier’s rights under this Agreement until such time said requirements are again satisfied.

    Notwithstanding any other provisions of this Agreement, the obligations and rights of the Parties under Section F.1, 4, 5, and 6 shall survive any cancellation of this Agreement.

H. Execution Clause

This Agreement shall be binding upon all Parties, and of full force and effect, at the time of its signing by a duly authorized official of a Party and its acceptance by IANA. An authorized official’s signing constitutes the executing Party’s representation that the executor possesses such authorization.

Appendix I

ADMINISTRATIVE PROCEDURES

I. Administration and Implementation

A. The Intermodal Interchange Executive Committee (hereinafter called the "Committee"), a Standing Committee of the Intermodal Association of North America, is responsible for the administration and interpretation of the Agreement, and for the processing of changes and/or modifications to the Agreement. **[Revised 4/06/05]**

B. The Chairperson of the Committee shall be the President of the Intermodal Association of North America, who shall serve without voting privilege. The President is responsible for the Administration and Management of IANA and the Agreement, as provided in IANA's bylaws.

C. The Committee shall consist of a minimum of two representatives from each mode representing Motor, Ocean and Rail Carriers participating in the Agreement, with an equal representation of each mode. Each representative shall name his or her alternate from their respective mode who shall participate in Committee meetings and serve as the voting member in the absence of the principal representative. Representatives and their alternates must be from companies that are current signatories to the Agreement. Attendance at meetings is limited to voting members and their alternates. If Committee members wish to have an industry representative invited to attend a meeting in an advisory capacity, the majority of the Committee must approve of this invitation prior to it being delivered. **[Revised 04/11/07]**

D. To conduct business under the IANA Agreement, a quorum shall consist of the Chairperson and at least two Committee representatives from each involved industry mode or segment.

E. Items to be included on the Agenda for any regularly scheduled meeting of the Committee must be provided, in writing, to the Chairperson, at least forty-five (45) days in advance of the meeting date. Agenda items received less than 45 days prior to a regularly scheduled Committee meeting, will be placed on the Agenda under Other Business, and will be discussed, time permitting. **[Revised 4/06/05]**

F. The duties of the Chairperson, shall consist of the following:

1. The Chairperson shall be responsible for the day-to-day management of the Interchange program, including marketing and promoting the Agreement among the various segments of the industry; retaining the originals of the signed Uniform Intermodal Interchange and Facilities Access Agreements or amendments thereof; and exchanging information with Committee members concerning new signatories.

2. The Chairperson shall maintain a current list of the Parties to the Agreement and shall periodically identify newly terminated participants.

3. The Chairperson shall disseminate pertinent information on participating Motor Carriers to Providers, in a method mutually agreed to by Providers and the IANA. Entry by new participants to the Agreement shall become effective on the date the Agreement is accepted by the Chairperson as being in compliance.

4. Committee members will be provided with the meeting Agenda and appropriate backup materials, at least thirty (30) days in advance of any regularly scheduled meeting. **[Revised 4/06/05]**

G. In the absence of a definitive process within these Administrative Procedures, all meetings shall be conducted in accordance with Roberts Rules of Order. **[Revised 4/06/05]**

II. Review Procedures for New or Revised Providers Addenda

A. The appropriate modal Committee members will review the Addenda for new Providers and revisions to Addenda for existing Providers. These Committee members will determine whether the Addenda language is consistent with the existing provisions of the Agreement. Economic terms and those commercial terms that are not appropriate for consideration within the UIIA which are included in the Addenda are not reviewed. **[Revised 04/11/07]**

B. A new or existing Provider shall submit Addendum language to the Chairperson of the Committee a minimum of ninety (90) days prior to the effective date of the Addendum. Within ten (10) working days after receipt of new or revised Addendum language, the Chairperson shall forward, through facsimile transmission or mail, and/or by e-mail, a copy of the proposed Addendum language and an evaluation by IANA staff of the conformance of such language with the Agreement to Committee members representing the affected mode(s). Economic or commercial terms will be deleted from the Addendum before forwarding to the Committee members. **[Revised 4/06/05]**

C. Modal Committee members shall review the Addendum language and submit any comments, in writing, to the Chairperson of the Committee within fifteen (15) working days of their confirmation of receiving the new Addendum language, and **[Revised 4/06/05]**

1. In the absence of the submission of any adverse comments from the modal Committee members conducting the review, the new or revised Addendum will become effective on the proposed effective date. **[Revised 11/1/06]**

2. If any modal Committee member questions Addendum language as being in conflict with the Agreement, a conference call shall be held between the Committee members conducting the review, the Provider submitting the Addendum language in question, and a designated IANA staff member. The purpose of the call will be to discuss the specific provisions in question and shall be held within fifteen (15) working days after the timeframe for Committee review has expired. **[Revised 11/1/06]**

a) If a majority of the modal Committee members participating in the meeting or conference call determine that the Addendum language conflicts with the Agreement, the Provider will be requested to modify or delete the specified Addendum language. If such revisions responsive to the Committee's determination are made the Addendum will become effective on the proposed effective date. In the event the Provider refuses to modify the Addendum language, participation in the Agreement will be declined. Regarding modifications to existing Addendum language, Provider will be requested to modify or delete the involved Addendum language and will be provided a ten (10) day comment period to respond to the Committee's determination. Refusal by a Provider to adopt the language modifications will result in the termination of participation in the Agreement.

If a "simple" majority of the modal Committee members participating in the meeting or conference call do not agree on acceptance or denial of the addendum language, the Addendum language in question, will be denied. **[Revised 4/06/05]**

b) If a majority of the Committee members participating in the meeting or conference call do not agree that the Addendum language conflicts with the Agreement, the Addendum will become effective on the proposed date.

3. Once Addendum language is approved by the modal Committee members, with the exception of the discovery of a material mistake regarding the consistency of an Addendum provision with the UIIA, no additional requests from Committee members for modifications to the approved language in the Addendum will be entertained for a period of six months from the effective date of the Addendum. **[Revised 04/11/07]**

III. Requests for Interpretation of Agreement Provisions

A. Requests for interpretations of the Agreement shall be handled initially by informal ruling of the Chairperson in consultation with Committee members representing the industry segments involved. The IANA's General Counsel will serve as legal advisor for such consultations.

The Party seeking an interpretation shall submit its request in writing to the Chairperson of the Committee, who within seven (7) working days of receipt, shall send a copy to any other party involved in [the particular instance prompting] or known to support the request. Such party shall submit to the Chairperson within seven (7) working days a statement of its position on the matter. The Chairperson shall disseminate both the original request for interpretation and any statements provided by other parties to Committee members representing the involved industry Parties within five (5) working days of receipt. The modal Committee members shall provide the Chairperson with their comments regarding the request for interpretation within ten (10) working days from receipt of information provided by Chairperson. **[Revised 4/06/05]**

B. The Chairperson shall promptly advise the Party(ies) by facsimile or mail, of the modal Committee members' action on the requested interpretation within five (5) working days. Should the interpretation rendered by the modal Committee members following consideration and determination not be agreed with by the Party(ies) participating in the requested changes or modification, or commenting on the proposed language, such Party(ies), upon a demonstration of new information or previous information not considered or other provisions in the Agreement supporting the proposed language or changes, may request an interpretation by the full Committee. The Committee shall within fifteen (15) working days of request either (1) confirm the determination of the Chairperson and the modal representatives who made the initial interpretation, (2) render a revised interpretation, or (3) decline further comment because good cause has not been shown for reconsidering the initial interpretation. **[Revised 4/06/05]**

C. In cases of interpretations which affect Parties other than those involved in a particular request, or whose outcome involves a substantive change in the terms of the Agreement, the Chairperson shall prepare and serve Notice thereof on all Parties via first class U.S. mail.

IV. Requests for Modifications to the Agreement.

A. The full Committee shall be responsible for considering requests for changes to the Agreement. Such requests shall be submitted in writing to the Chairperson and may be filed by any Party that is a participant in the Agreement. The Chairperson shall transmit the request to the full Committee for consideration at its next scheduled meeting. **[Revised 04/11/07]**

B. The Committee shall consider the request for modification at the next scheduled meeting of the Committee at which a quorum is present and promptly advise petitioner of its decision and reason(s) for that action. If a proposed change to the Agreement is not approved by a three-fourths (3/4's) majority vote of the full Committee, the suggested change will fail. **[Revised 04/11/07]**

V. Notice of Proposed Modifications to the Agreement and Comment Process

A. If the Committee votes to modify the Agreement, the Chairperson shall provide Notice in writing and by posting on IANA website within ten (10) working days of the Committee vote, of the exact language and a proposed effective date of the proposed change to all Participants in the Agreement. UIIA Participants shall have thirty (30) days from the date of this notification to provide comments on the proposed change. Comments must be submitted in writing to the Chairperson, who shall transmit the comments to the full Committee for consideration within ten (10) working days after the close of the thirty (30) day comment period. The Committee shall consider comments and advise of its decision to either rescind or move forward with the proposed modification within fifteen (15) working days from receipt of comments provided by Chairperson. A three-fourths (3/4's) majority vote of the full Committee will be required to rescind the prior decision to modify.

Notice of the Committee's final decision will be provided to all Parties within five (5) working days from the close of the period to receive comments from the Committee and the proposed effective date of any changes shall not be less than fifteen (15) days from this date of notification. **[Revised 4/06/05]**

B. If no comments are received, or all comments concur with the Committee's decision to modify the Agreement, the Chairperson shall immediately notify all Parties of the change, and its effective date, which shall be not less than thirty (30) days from the date of the close of the thirty (30) day comment period. **[Revised 4/06/05]**

C. Staff will review existing Addenda for consistency with the modification(s). If changes are required, the Parties must do so within 30 days of this notice of that requirement, and submit the revised Addenda to IANA. [**Added 04/11/07]**

VI. Prerequisites for Participation

A. Parties seeking to participate in this Agreement must first provide to IANA, its officially-registered Standard Carrier Alpha Code (SCAC) as issued by the National Motor Freight Traffic Association, the cost of which shall be borne by the prospective Agreement participant. Failure of the participant to maintain its officially-registered SCAC shall constitute grounds for immediate cancellation of its participation in the Agreement and related Addendum/Addenda.

B. Parties to this Agreement shall maintain facsimile and electronic communications capabilities on a 24 hour per day, 7 days per week, basis. Failure to provide such communication capabilities can result in the cancellation of this Agreement and related Addendum/Addenda. **[Revised 04/11/07]**

C. Upon demand, Motor Carrier shall furnish to the Intermodal Association of North America (IANA), the insurance policies required under this Agreement and/or any participating Equipment Provider's Addendum. Failure of the Motor Carrier to furnish said policy(ies) on demand shall constitute a breach of this Agreement, and shall be cause for immediate cancellation of the Motor Carrier's Agreement.

D. Companies "Doing Business As" another entity will be listed in the UIIA database and in other appropriate documents, by the company name as placarded and/or stenciled on the interchange Equipment. Certificates of insurance must clearly identify said company as having all insurance coverages as required under the Agreement and/or any participating Equipment Provider**s'** Addenda.

VII. Party's Right to Terminate Participation

A. Any party desiring to terminate participation in this Agreement, as subsequently revised or supplemented, shall so notify the Chairperson, in writing, by Certified mail, prior to the effective date of the modification. The absence of such notification will constitute acknowledgement of the Party's intent to continue to participate in the revised or supplemented Agreement.

VIII. Compliance with the Agreement **[Added 11/1/06]**

A. Parties to this Agreement agree to be bound by the provisions of the UIIA, and subsequent amendments and/or revisions of that Agreement, and any addendum thereto, that does not conflict with the terms of this Agreement.

B. Violations to this Agreement, upon verification by IANA, will be reported to the Party committing the violation, by the Chairman of the IIEC, with a request to correct the action(s) that are not in compliance.

C. Parties that repeatedly violate the provisions of this Agreement may face cancellation of their participation in the UIIA.

Reorganized and Revised
By Intermodal Interchange Executive Committee: June 19, 2000
Revised: July 25, 2007

EXHIBITS TO THE

UNIFORM INTERMODAL

INTERCHANGE AND FACILITIES

ACCESS AGREEMENT

(UIIA)

Exhibit A to UIIA

As referenced in Sections D.3.a.1 and F.4.b.

The following list sets forth those items, which the Motor Carrier has responsibility for visually or audibly checking prior to use of the Equipment:

1. Chassis Twist Locks and Safety Latches – (Check that twist locks and safety latches are engaged and properly secured.)

2. Slider Pins – (Check that slider pins are engaged for all sliding chassis.)

3. Bolsters (Check that bolsters are not bent and the container can be secured properly.)

4. Landing Legs (Check that Landing legs are in 90 degree position and they move up and down properly.)

5. Sand Shoes (Check that sand shoes or dolly wheels are attached to landing legs and secure.)

6. Crank Handles (Check that handle is attached, secure and operable to move landing legs up and down.)

7. Mud Flaps – (Check that mud flaps are whole and properly secured.)

8. Tires (Check that the following conditions are **not** present.)

    a. Tire is flat, underinflated or has noticeable (e.g., can be heard or felt) leak.
    b. Any tire with excessive wear (2/32nds or less thread depth), visually observable bump, or knot apparently related to tread or sidewall separation.
    c. Tire is mounted or inflated so that it comes in contact with any part of the vehicle. (This includes any tire contacting its mate in a dual set.)
    d. Seventy-five percent or more of the tread width is loose or missing in excess of 12 inches (30cm) in circumference.

9. Rims (Check that rims are not cracked and/or bent.)

10. Rear Underride Guard ("ICC Bumper") (Check that Guard is in place and not bent under the frame.)

11. Electrical Wiring/Lights – (Check that lights are in working order.)

12. Reflectors/Conspicuity Treatments (Check for reflector lenses and presence of conspicuity tape or bar on the 3 visual sides of the chassis.)

13. Brake Lines, Including Air Hoses and Glad Hands – (Check for audible air leaks and proper pressurization only.)

14. Current License Plate (Check to see that it is affixed to equipment.)

15. Proper Display of Hazardous Cargo Placards, In Accordance with Shipping Papers

16. Display of Current Non-expired Federal Placards or Stickers (Check to see that it is affixed to equipment.)

The foregoing list does not include latent defects unless caused by or resulting from the negligent or intentional acts or omissions of the Motor Carrier, its agents, employees, vendors or subcontractors during the Interchange Period. The foregoing list is without limitation of any federal or state legal requirements applicable to Motor Carrier with respect to use or operation of Equipment. **[Revised 1/17/05]**

Exhibit B to UIIA
Equipment Owners Responsibility
(added to UIIA on 07/25/07)

Repairs made to any item listed in Exhibit B that were a result of damage and not normal Wear and Tear, are the responsibility of the Motor Carrier.

Application for registration papers
Application of vehicle license plates
Axle due to insufficient lubrication
Axle spindle due to insufficient lubrication
Axles
Battery Box Covers
Brake adjustments on trailers or chassis (1) (2)
Brake and brake component repairs (3)
Broken Batteries
Caulking/Sealing of Old Patches
Caulking/Sealing of Seams
Cleaning and adjustment of electrical connector socket
Closed trailer or container roof bows
Component securements, bolts, rivets, welds
Conspicuity treatment
Container Securement Device Handles
Damage to the first three crossmembers (4)
Dolly Axle
Dolly Wheels
Door Locking Bar Handles
Door Tie-backs
FHWA Inspections
Floor or decking
Heating and/or refrigeration unit repairs
Hub assembly due to insufficient lubrication
Initial + Number Markings
Interior landing gear components
Interior Lining
Interior Posts
Landing Gear Operating Cross shaft
Lift Pads
Lights
Manifest Box
Mud Flaps + brackets
PI Certification
Refrigeration Cabinet Doors
Repairs, renewals or replacement of tires and/or tubes
Replacement of dolly crank handle
Replacement or repair of gladhands
Safety Latches
Sand Shoes
Sign Boards
Sliding Tandem removable locking bars
Tank container Components
Trailer/Chassis locking assemblies

(1) Not equipped with automatic slack adjusters
(2) Upon Drivers Request with Drivers signature required
(3) Except servicing due to accumulation of ice and snow
(4) Located behind the grid section of trailers not originally equipped with grid extension plate.

Exhibit C to UIIA
(added to UIIA on 07/25/07)

Motor Carrier Responsibility During the Interchange Period

Tires

Sidewall cut/punctured through one or more plies of fabric

Tire shoulder and/or tread cut/punctured through one or more plies of fabric when such injury is larger than 1/4".

Slid Flat damage to tire and/or tube - removal of 4/32 of tread or rubber when compared to the remaining tread.

Run Flat damage to tire and/or tube

Missing Tire, tube or rim

Removable Items
Missing chains, binders and cables
Missing tarpaulins and securements
Missing tarpaulins bows
Missing rear header bar
Missing bulkhead

Cut or Torn (through the thickness of metal)
Metal door, gate, sheet, post, crossmember, brace or support
DOT Under Ride Guard

Bent (where proper operation or function of unit is impaired)
Metal door, gate, sheet, post, crossmember, brace or support
DOT Under Ride Guard

Missing Items
DOT Under Ride Guard
Door or Gate
Removable side or section
Refrigeration unit parts

Interior
Interior not free of dunnage, bracing and/or debris
Contamination (refer to AAR Rule 81 (g) 1-13)

Other
Correction of temporary repairs

Citations
Citations may be rebilled from the owner to the user of the equipment

UIIA ADDENDUM TEMPLATE
(For illustrative purposes)

Listed below is the universe of economic issues that the Intermodal Interchange Executive Committee has approved for inclusion in each participating Equipment Provider's Addendum to the Uniform Intermodal Interchange and Facilities Access Agreement (UIIA).

Equipment Providers who subscribe to this Agreement will utilize this template in creating their individual Addenda. They are not required, nor are they expected, to utilize every component listed below in creating their proprietary Addendum. For example, certain of the Addendum template provisions are more germane to rail-truck Interchange than water carrier-truck Interchange, and vice-versa.

The Parties may not use this Addendum to obviate or undermine the intent of the Agreement. For example, the Agreement contemplates certain reimbursements for the cost of repairs. The Parties may agree to limit the potential cost of those repairs, but such limitations may not be so restrictive that they would virtually eliminate responsibility for reimbursement.

It will be impermissible for Equipment Provider Agreement subscribers unilaterally to add other provisions to their individual Addendum to this Agreement. Requests for addition(s) to the universe of economic issues that can be utilized in an Addendum to this Agreement shall be submitted to the Intermodal Interchange Executive Committee for consideration as set forth in Part II, Implementation, Review, Interpretation and Modification Procedures.

I. **Notification and Free Time**
- A. Free Time Commences
- B. Amount of Free Time
- C. Weekends – interruption of expiry of free time
- D. Holidays – interruption of expiry of free time
- E. Unroadworthy Equipment – suspension of expiry of free time
- F. Interchange to Inland Carrier – equivalent of termination

II. **Origin Storage**
- A. Free Time Commences
- B. Amount of Free Time
- C. Charges Per 24-hour Period

III. **Destination Storage**
- A. Free Time Commences
- B. Amount of Free Time
- C. Charges Per 24-hour Period

IV. **Per Diem and Trailer Detention**
- A. Type of Equipment
  - 1. Free Time Allowance
  - 2. Per Diem
    - a) Day 1 – _____
    - b) Day _____ – _____
    - c) Day _____ – _____

V. **Method of Invoice Dispute Resolution**

VI. **Other Charges**
- A. Empty to Empty
- B. Crossover
- C. Failure to File Crossover Interchange
- D. Hazardous/Municipal Waste
- **E. OTHER**

VII. **Damages to Equipment**
- A. Method of Determining Cost
- B. Other

VIII. **Repairs to Equipment**
- A. Tires
- B. Other

IX. **Lost, Stolen or Destroyed Equipment**
- A. Suspension of Per Diem
- B. Disposition of Destroyed Equipment

X. **Insurance**
- A. Amounts of Additional Required Coverage by Class
- B. Limitations on Rating Level of Insurer
- C. Self-Insurance and Minimum Permissible Deductibles