

ADDENDUM

POSSESSION, USE AND OPERATION OF EQUIPMENT SUPPLIED BY BROKER

This Addendum to Transportation Brokerage Agreement ("Addendum") is entered into this ____ day of _____, 20____, by and between _____ ("CARRIER") on the one hand, and on the other, one or more of the following distinct corporate entities that execute this Addendum as set forth on the execution page hereof: Landstar Canada, Inc., Landstar Express America, Inc., Landstar Global Logistics, Inc., Landstar Ranger, Inc., Landstar Inway, Inc., Landstar Ligon, Inc., and Landstar Gemini, Inc., said executing parties individually and collectively referred to as ("BROKER").

WHEREAS, the parties hereto have entered into a Transportation Brokerage Agreement ("**Brokerage Agreement**") establishing terms by which the CARRIER will perform transportation services for the BROKER; and

WHEREAS, the parties desire to enter into this Addendum to set forth certain additional terms and conditions relating to the CARRIER's possession, use and operation of trailers and other equipment supplied to CARRIER by BROKER.

NOW, THEREFORE, in consideration of BROKER's tender of delivery of equipment for use by CARRIER and in consideration of the premises and the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Subject to the provisions of this Addendum, availability of equipment, BROKER's discretion and the Brokerage Agreement, BROKER shall allow CARRIER to use certain trailers and other equipment (the "**Equipment**") owned or leased by BROKER for a limited period of time and exclusively for the lawful transportation of lawful goods. Upon delivery of possession of the Equipment to CARRIER or any of its drivers ("**Delivery**"), CARRIER or, at CARRIER's direction, any of CARRIER's drivers shall endeavor, but shall not be so required, to execute an Equipment Inspection Report ("**EIR**"), in the form attached hereto as **Exhibit A**, the terms of which may be amended from time to time by BROKER. Each time Equipment is delivered or returned, the parties may execute an EIR showing the date and time of Delivery/Return, the condition of the Equipment, the description and number of removable items (such as tarpaulins, spreader bars and chains; any components required to be installed on the Equipment regardless of load need not be reported), any damaged condition of any cargo onboard (to the extent known) and other related information. On Delivery, all Equipment shall be deemed in good order and condition except as may be specifically noted on an EIR. **In the event that an EIR is not executed at Delivery, CARRIER certifies, represents and warrants that, unless otherwise provided in writing at the time of Delivery to the BROKER, the Equipment is in good order and condition.** CARRIER shall return the Equipment in the same condition as when delivered, normal wear and tear excepted. An EIR, if issued, shall be conclusive upon and shall bind the parties, provided that any conflict between the form of the EIR and any provision of this Addendum shall be governed by this Addendum. CARRIER authorizes any and all of its representatives who take possession of Equipment delivered hereunder to inspect the Equipment, execute an EIR and accept Delivery of the Equipment on behalf of CARRIER, and return the Equipment and execute the EIR on return of the Equipment on behalf of CARRIER at the end of the period of use. Notwithstanding the foregoing, failure to execute an EIR shall not affect any obligation, liability or responsibility of CARRIER under this Agreement.

2. Delivery and use of Equipment hereunder does not create any employment or agency relationship between BROKER and CARRIER. CARRIER shall have full responsibility for each item of Equipment commencing upon the earlier of (a) execution of the EIR or (b) Delivery, and continuing until BROKER has accepted return of the Equipment.

3. BROKER HEREBY DISCLAIMS, AND CARRIER HEREBY WAIVES ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE EQUIPMENT, INCLUDING WITHOUT LIMITATION DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR USE OR FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL BROKER BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM THE CONDITION OF THE EQUIPMENT OR ANY ACTION OR INACTION OF BROKER, AND CARRIER HEREBY IRREVOCABLY WAIVES AND DISCLAIMS ANY SUCH DAMAGES AND RELEASES BROKER THEREFROM.

4. CARRIER agrees to maintain in full force and effect insurance against loss, theft, damage or destruction of the Equipment from the time of Delivery of the Equipment, or while under its use, possession or control and until it is returned to BROKER, in an amount not less than the replacement value or current market value thereof, whichever is greater. Upon execution of this Addendum, CARRIER agrees to furnish BROKER with a copy of CARRIER's insurance policy or a certificate evidencing the insurance coverage required under this Addendum, and CARRIER further agrees to maintain on file with BROKER a current policy or certificate of insurance at all times. BROKER shall have no obligation to provide Equipment unless BROKER is satisfied with CARRIER's insurance coverage; provided, however, that Delivery of Equipment shall not by itself constitute a waiver of the insurance requirements established herein.

5. CARRIER assumes all risk and liability for the loss or damage to the Equipment or property of another, including cargo, and for the death or injury to any person arising after Delivery or out of CARRIER's possession, use, operation or control of the Equipment. Nothing in this Addendum or in the Brokerage Agreement shall authorize CARRIER or any other person to possess, use or operate any of the Equipment so as to impose any liability or other obligation on BROKER. CARRIER agrees that the indemnity section of the Brokerage Agreement to which this Addendum is an addendum shall apply to any and all claims for loss, theft, destruction or damage, including reasonable attorneys' fees, that may be asserted against BROKER and/or its agents, contractors, employees and affiliated entities as a result of any incident or occurrence involving, arising out of or concerning the Equipment or its use. All damages must be reported to the Landstar Carrier Group Maintenance department at 800-872-9486, within twenty-four (24) hours of the occurrence of such damage. All repairs must be approved and meet standards set by Landstar Carrier Group Maintenance department.

6. After Delivery of the Equipment, and until return, CARRIER will (a) be wholly responsible for the control and operation of the Equipment, including compliance with all loading limitations, and shall not allow the Equipment out of its possession without the express written consent of BROKER, (b) maintain the Equipment in good mechanical condition and will not make any alterations, additions or improvements to the Equipment other than as necessary to maintain the Equipment in good mechanical condition and running order, and (c) comply in all respects with applicable Federal, state, provincial and local law, including without limitation, Title 49 of the Code of Federal Regulations and the rules and regulations of the Federal Motor Carrier Safety Administration ("FMCSA"), with respect to the Equipment, and (d) in the event of a blowout or total failure of a tire or tube, the cost or expense in furnishing a replacement tire or tube shall be at the expense of the BROKER. If the tire and/or tube are ruined as a result of being run flat or otherwise abused by the CARRIER, it will be the responsibility of the CARRIER to pay for the tire and/or tube so ruined.

7. CARRIER will complete promptly and expeditiously the transportation services provided pursuant to the Brokerage Agreement and return to BROKER the Equipment at the location of Delivery, or such other location as may be directed, in writing, by BROKER. CARRIER may use the Equipment for return loads to the reasonable proximity of the point of Delivery. CARRIER represents and warrants that it will return the Equipment to BROKER in the same condition as when received, ordinary wear and tear resulting from ordinary use excepted.

If CARRIER fails to return the Equipment to the Delivery location or such other location as may be directed, in writing, by BROKER and in the condition required, BROKER may utilize self-help and any other remedy allowed by law to obtain possession of the Equipment, position it in the appropriate location and place it in the required condition, and CARRIER shall indemnify and hold BROKER harmless for all cost, expense and liability in connection therewith, including attorney's fees and costs. In addition to the foregoing, all of CARRIER's obligations with respect to the Equipment shall continue until such time as BROKER possesses the Equipment in the proper condition and location, and CARRIER shall pay to BROKER a per diem usage fee of \$50.00 per day or part thereof from the designated delivery date until the day of return occurs.

8. If Equipment delivered to the CARRIER is lost, stolen or damaged beyond repair, or if CARRIER otherwise fails to return such Equipment to BROKER immediately following the designated shipment delivery date or upon the termination of this Addendum or the Brokerage Agreement, CARRIER shall pay BROKER the cost to replace such Equipment within thirty (30) days and title of ownership of such Equipment shall pass to the CARRIER.

9. Other than as specifically stated herein, all other terms and conditions of the Brokerage Agreement remain in full force and effect.

10. In the event that CARRIER or any of CARRIER's affiliates is a party to an agreement, other than the Brokerage Agreement, with BROKER, or any BROKER affiliate, BROKER, or its affiliate, may, in its sole discretion, offset any amounts due to CARRIER or any of CARRIER's affiliates under this or any such other agreement, against any amounts due to BROKER or any BROKER affiliate, from CARRIER or any of CARRIER's affiliates under this or any such other agreement. For purposes of this Addendum, the term "affiliate" means a business entity or a person that directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with BROKER or the CARRIER, as applicable.

11. CARRIER acknowledges that each entity appearing on the consolidated signature page to this Addendum is a separate and distinct corporate entity and that Landstar Transportation Logistics, Inc. provides certain contract services and administration to each of those distinct entities.

12. The terms and agreements set forth herein shall bind and inure to the benefit of the respective parties hereto, their respective legal representatives, successors and assigns.

[signature page to follow]

THE FOLLOWING CONSOLIDATED SIGNATURE PAGE IS A CONVENIENCE ONLY FOR THE BROKER PARTY OR PARTIES PERFORMING UNDER THIS ADDENDUM. THE BROKER PARTIES MAY SIGNIFY THEIR RESPECTIVE SIGNATURES BY THE SINGLE EXECUTION OF THE SIGNATURE BLOCK LABELED "ON BEHALF OF THE ENTITIES NAMED BELOW" IN WHICH CASE THE BROKER PERFORMING UNDER THIS ADDENDUM SHALL BE DEEMED TO HAVE EXECUTED INDIVIDUAL AND INDEPENDENT AGREEMENTS WITH THE CARRIER. NOTWITHSTANDING THE EXECUTION OF THE SIGNATURE BLOCK LABELED "ON BEHALF OF THE ENTITIES NAMED BELOW," NO JOINT OR CROSS LIABILITY SHALL ARISE AGAINST, BETWEEN OR AMONG THE BROKER PARTIES. THE BROKERAGE AGREEMENT SHALL ONLY BE APPLICABLE TO AND ENFORCEABLE BY OR AGAINST THE BROKER PARTY ACTUALLY PERFORMING UNDER THE ADDENDUM.

IN WITNESS WHEREOF, the parties have duly executed this Addendum to their Brokerage Agreement effective the date and year set forth above.

"BROKER"

LANDSTAR TRANSPORTATION LOGISTICS, INC., on
behalf of the entities named below

By: _____
Authorized Agent or Attorney-in-Fact

Printed Name: _____
Address: 13410 Sutton Park Dr. South
Jacksonville, FL 32224

LANDSTAR CANADA, INC.

LANDSTAR EXPRESS AMERICA, INC.

LANDSTAR GEMINI, INC.

LANDSTAR GLOBAL LOGISTICS, INC.

LANDSTAR INWAY, INC.

LANDSTAR LIGON, INC.

LANDSTAR RANGER, INC.

"CARRIER"

List individual's name as company when applicable.

CARRIER
COMPANY: _____

**AUTHORIZED
SIGNATURE:** _____ **X**

Print Name: _____

Print Title: _____

Address: _____

City/State/Zip: _____

Phone: _____

Fax: _____

FID#: _____

USDOT#: _____

EXHIBIT "A"

EQUIPMENT INSPECTION REPORT

CARRIER: _____

TRAILER NUMBER _____ DATE _____ TIME (LOCAL) _____ A.M. P.M.

_____ OUTBOUND _____ INBOUND DROP OR PICK-UP
LOCATION _____

PURPOSE OF USE _____ CITY/STATE _____

IS REGISTRATION AND TAG ON TRAILER YES
NO

MARK ALL DAMAGES AND EXCEPTIONS FOUND ON UNIT

LEFT SIDE	FRONT	REMARKS/EXCEPTIONS NOTIFY THE LAND STAR CARRIER TRAILER DEPT. WITH ANY EXCEPTIONS!	
TOP	REAR		
RIGHT SIDE	HUB READING		
FLOOR	CHAINS, SETS		
		FLAPS	BRAKES
		LANDING GEAR	GLAD-HANDS
		UNDER CARRIAGE	DOOR LOCKS
		LIGHTS: STOP	CLEARANCE
		TAIL	INDICATOR

T	POSITION		POSITION	BRAND - CONDITION
I R E S	R.O. FRONT		L.O. FRONT	
	R.I. FRONT		L.I. FRONT	
	R.O. REAR		L.O. REAR	
	R.I. REAR		L.I. REAR	

IF ANY TIRE OR LIGHT/BODY REPAIRS
ARE NEEDED, NOTIFY LANDSTAR IMMEDIATELY.

PERSON NOTIFIED _____

DRIVER'S NAME (PRINT) _____

UNIT NUMBER _____

I HEREBY CERTIFY THAT ON THE DATE AND TIME SHOWN ABOVE I HAVE INSPECTED THE
EQUIPMENT LISTED ABOVE AND NOTED ANY AND ALL DISCREPANCIES.

AGENCY SIGNATURE (IF AVAILABLE)

OPERATOR'S SIGNATURE

WHITE COPY: LANDSTAR

CARD STOCK: OPERATOR RETAINS