

DEDICATED CONTRACT CARRIER AGREEMENT

This Dedicated Transportation Agreement (the "Agreement") is made this ____ day of _____, 20____, between **Gatscomp** ("Transportation Service Provider (TSP)", mailing address **PO BOX 1174, CIBOLO, TX 78108** in its capacity as an authorized broker/carrier, and _____ (hereinafter, Dedicated Contract Carrier, or "DCC") whose address is _____, in its capacity as an authorized for-hire motor carrier.

I. Recitals

- A. **WHEREAS** TSP is licensed as a broker and a for-hire motor carrier by the Federal Motor Carrier Safety Administration ("FMCSA"); and
- B. **WHEREAS** TSP, in its capacity as a broker and as a for-hire motor carrier, request services of other licensed for-hire motor carriers for the provision of Dedicated Pick-up and Delivery Services ("Services") in conjunction with Shipping services for its customers ("Customers"); and
- C. **WHEREAS** DCC is authorized by the FMCSA to operate as a motor carrier in interstate commerce and/or is authorized by appropriate state agencies to operate in intrastate commerce and is qualified, competent and available to provide for the Services required by TSP;

NOW THEREFORE, intending to be legally bound, TSP and DCC agree as follows:

II. Agreement

1. SERVICES.

A. By way of illustration and not limitation, the Services to be provided by DCC may include, but not be limited to, pick-up, delivery, installation, set-up of furniture, appliances, and other goods within residences and business locations. DCC agrees to perform the Services with reasonable dispatch and in accordance with the terms and conditions contained in this Agreement as The foregoing notwithstanding, DCC hereby agrees to comply with all pick-up and delivery deadlines imposed by the Customer which are communicated to DCC.

The point of origin and destination shall be as identified by the TSP through authorized through _____ to be picked-up by DCC shall be obtained at the Customer facilities indicated by TSP. The commodities, whether for pick-up or delivery, which are handled by DCC under this Agreement shall collectively be referred to as the "Commodities."

Receipt and delivery of Commodities shall be evidenced according to TSP's standard operating procedures as set forth in the _____ or otherwise communicated to DCC prior to implementation.

Any bill of lading, shipping receipt, or other shipment documentation utilized by DCC other than that provided by TSP shall act as a receipt only and the terms, conditions and provisions of any such documentation shall have no effect.

B. DCC shall work with TSP, and shall be bound by TSP's reasonable requests, to amend DCC's method of providing the Services in order to decrease costs to Customers, including, but not limited to:

- i. Working for most efficient routing of Equipment;
- ii. Meeting guaranteed pick-up and delivery times; and
- iii. Training drivers to meet specialized service needs including time sensitive deliveries.

C. In the event that DCC is unable to meet the Service requirements of TSP or the Customer, it shall be the

responsibility of DCC to work in conjunction with other DCCs contracted to TSP in order to meet such requirements.

2. EQUIPMENT & SUPPLIES

A. The equipment to be used for the provision of the Services (the "Equipment") shall be specified in portal and shall be designed to meet TSP's distinct needs. DCC agrees to provide the Equipment for the term set forth on the applicable Appendix A. Unless otherwise agreed to in writing by TSP, the Equipment shall be dedicated exclusively to DCC's Services under this Agreement.

TSP's consent to DCC utilizing the Equipment in the performance of transportation services as to any entity or any specified services shall not be deemed a waiver of DCC's obligation to obtain written consent for utilization of the Equipment as to any other transportation service or as to transportation services provided on behalf of any other entity. Nothing in this Agreement will be deemed to prohibit DCC from operating other equipment not subject to this Agreement in the service of third parties.

If any Equipment is not available due to a condition of disrepair, DCC will promptly repair such Equipment or provide similar available equipment at no additional cost to TSP. The foregoing notwithstanding, TSP may provide substitute equipment at cost to DCC in order to avoid operational disruptions. TSP's provision of substitute equipment shall not be deemed to be a waiver of DCC's obligations.

B. DCC shall, at its sole cost and expense, furnish all supplies and equipment necessary or required for the safe and efficient operation and maintenance of the Equipment. DCC shall pay all expenses, including the expense of road service and repair, in connection with the use and operation of the Equipment and shall, at all times during the term of this Agreement maintain the Equipment in good repair, mechanical condition and appearance and to ensure that the Equipment is clean.

C. When applicable, the Equipment shall be loaded and unloaded at the Shipper and Receiver's Facilities in accordance with schedules implemented by TSP through

D. DCC shall ensure that the Equipment is secured against unauthorized entry at all times when the Equipment contains Commodities or property of TSP's Customers and is not in use or is otherwise unoccupied by DCC personnel.

E. In order to comply with Customer requirements and in order for DCC to be granted access to Customer facilities, DCC may be required to place TSP's name and logo on the Equipment. Upon termination, DCC shall immediately remove or cover such markings at its sole cost and expense.

F. DCC shall be responsible for obtaining and utilizing electronic communication equipment compatible with TSP's systems at DCC's cost and expense. Upon request by DCC, TSP may agree to lease to DCC such equipment under the terms of a separate lease or rental agreement. In the event the parties enter into such a lease or rental agreement, DCC consents to TSP's deduction of any amounts owed thereunder from compensation owed by TSP to DCC under this Agreement.

G. If Customer pick-up or delivery requirements require use of specialized equipment in handling of Commodities, TSP may agree to rental to DCC such equipment under the terms of a separate lease or rental agreement. In the event the parties enter into such a lease or rental agreement, DCC consents to TSP's deduction of any amounts owed thereunder from compensation owed by TSP to DCC under this Agreement.

3. PAYMENT

A. To compensate DCC for keeping the Equipment available and for the transportation services performed by DCC hereunder, TSP agrees to pay the charges set forth in Appendix B of this Agreement. Payment shall be made within fifteen (15) days of the date of DCC's invoice to TSP. TSP shall have no responsibility for charges other than those set forth in Appendix B.

B. DCC agrees to comply with the deposit account requirements set forth in Appendix C in order to guarantee performance of DCC's obligations under this Agreement.

4. TERM

A. This Agreement shall be effective beginning the date first hereinabove stated (the "Effective Date"). The Initial Term of this Agreement shall be for five (5) years from the Effective Date. Upon expiration of the Initial Term, this Agreement shall automatically renew for additional one year periods on the anniversary of the Effective Date until terminated.

B. In addition to any other rights of termination set forth herein, DCC or TSP may terminate this Agreement by giving the other party sixty (60) days prior written notice.

5. LABOR.

A. All personnel utilized by DCC in the performance of the Services, whether as drivers or otherwise, shall be treated by DCC as employees for all purposes including, but not limited to, federal taxes, state taxes, local taxes, unemployment taxes, and workers' compensation benefits.

B. All drivers utilized by DCC in the operation of the Equipment shall:

- i. Meet TSP's minimum driver qualification standards and all of the requirements of the DOT, including but not limited to, familiarity and compliance with state and federal motor carrier safety laws and regulations;
- ii. Be duly licensed to operate the Equipment;
- iii. Have all permits, license, or authority required by federal, state, or local law, rule, or regulation which is required for the performance of the Services; and
- iv. Have undergone a criminal background check indicating no convictions for or related to any felony or any misdemeanor involving fraud, theft, dishonesty, assault, battery, sexual assault or abuse, or controlled substance use or possession.

C. DCC assumes full responsibility for the payment of any applicable federal state and local payroll taxes or unemployment insurance, worker's compensation, or social security payments for its employees. DCC shall maintain, at its sole cost and expense, worker's compensation insurance required under applicable worker's compensation legislation.

D. All DCC personnel utilized in the performance of Services shall be courteous and well-groomed. TSP shall have the right, for any reason whatsoever and in its sole discretion, to request that any personnel of DCC be barred from performing Services on behalf of TSP or its Customers and DCC shall enforce such request.

E. In order to comply with Customer security requirements and to be granted access to Customer facilities, all DCC personnel shall be obligated to wear uniforms and badges (if such badges are required by Customers served by DCC) at all times while performing Services. Such uniforms shall bear either DCC's legal name or the phrase "dedicated contract carrier for," and shall also include TSP's name or logo as required by TSP. The foregoing notwithstanding, DCC shall not utilize the TSP's or the Customer's name or identity in any advertising or promotional communications without written confirmation of TSP or Customer's consent.

F. In the event that DCC is performing services for third parties pursuant to written authorization from TSP as required herein, DCC shall remove or cover all markings on the Equipment identifying TSP, and shall ensure that DCC personnel do not wear uniforms containing TSP's name or logo while performing such service.

6. LICENSES, PERMITS AND TAXES. DCC shall procure and maintain all necessary vehicle licenses and permits as are required by federal, state and local authorities. DCC shall pay all fuel, property, ad valorem, excise and third structure road taxes. DCC at its sole cost and expense shall pay all taxes, including receipt taxes, associated with the transportation services performed under this Agreement which are in effect on the applicable "Annual Anniversary Date."

7. RECORDS. DCC shall maintain records and books of account evidencing its compliance with the obligations set forth herein during the term of this Agreement and for a period of three years thereafter. DCC shall make available to TSP, at a location specified by TSP, and TSP shall have the right to review, all such records and books of account upon reasonable prior written notice during the term of this Agreement and for a period of three years thereafter.

8. INDEPENDENT CONTRACTOR. DCC shall perform the Services provided for hereunder as an independent contractor and neither DCC nor any of its employees or personnel is an employee of, nor a joint venture with, the TSP. As between DCC and TSP, DCC shall have exclusive control and direction of the persons operating the Equipment or otherwise engaged in such transportation services.

9. COMPLIANCE WITH LAWS. Each party agrees to comply with all applicable federal, state and local laws which may govern such party's conduct hereunder. DCC shall comply with all applicable federal, state, and local laws, rules, and regulations regarding safety ("Safety Regulations") including, as applicable, Safety Regulations regarding the Equipment, drivers, drug and alcohol screening, and

maximum hours of service. TSP shall have the right, twice annually, to send personnel along with DCC drivers in the performance of the Services in order to ensure compliance with DCC's obligations hereunder. Without limiting the foregoing, TSP is responsible to notify DCC in writing of the toxic, flammable or otherwise hazardous nature of any Commodities to be transported and to tender to DCC any statutorily required shipping documentation, safety marks or placards.

10. INDEMNIFICATION.

A. DCC shall defend, indemnify, and hold TSP and TSP's Customer harmless from and against all loss, liability, damage, claim, fine, cost or expense, including reasonable attorney's fees and court costs, arising out of or in any way related to the performance or breach of this Agreement by DCC, its employees or independent contractors working for DCC (collectively, the "Claims"), including, but not limited to, Claims arising from: personal injury (including death) or property damage; DCC's possession, use, maintenance, custody or operation of the Equipment; employment status of DCC and any of its employees and/or independent contractors, (including claims by governmental agencies for unemployment, income or other taxes or workers' compensation); provided, however, that DCC's indemnification and hold harmless obligations under this paragraph will not apply to the extent Claims are caused by the TSP's willful, reckless acts, or grossly negligent acts. In the event that applicable state law does not allow TSP to waive liability to the extent contained in this provision, the Parties expressly agree that TSP's liability will be waived to the fullest extent allowed by applicable state law. The obligations of this paragraph shall survive termination of this Agreement.

B. TSP shall be responsible and reimburse DCC for any losses DCC may suffer through loss, damage or theft of property which is located on TSP's location and used by DCC to service TSP under this Agreement.

11. INSURANCE. DCC agrees to carry, at its sole expense, the following insurance coverages, with an insurance company or companies satisfactory to TSP, insuring DCC's liability to pay for any loss, damage, or injury arising out of the performance by DCC of this Agreement. The following minimum limits of liability shall be maintained in full force and effect during the term of this Agreement.

A. Automobile Liability ("AL") Insurance to cover liability for bodily injury, including death, and property damage with a combined single limit of at least \$1,000,000 per occurrence, or such greater amount as required by applicable law. No such policy shall contain any exclusion for commercial operations.

B. Commercial General Liability ("CGL") Insurance with a combined single limit of at least \$1,000,000 per occurrence. This coverage shall include Contractual Liability to cover any assumed liability under this Agreement.

C. Umbrella Excess Liability Insurance in an amount of not less than \$1,000,000, which such coverage shall be as broad as DCC's AL and CGL coverage.

D. All Risk Cargo ("Cargo") Insurance in an amount of not less than \$150,000 for loss of or damage to property carried on any one motor vehicle. The Cargo policy shall have no deductible in excess of \$500. Such insurance shall not contain any exclusion that would foreseeably exclude coverage for the Services to be provided by Carrier.

E. Physical Damage ("Phys/Dam") Insurance that will provide coverage for physical loss or damage to the Equipment in a combined single limit sufficient to cover the entire replacement value of the Equipment. Such Phys/Dam policy shall have no deductible in excess of \$500.

F. DCC shall maintain all required state worker's compensation coverage and comply with all applicable worker's compensation laws, including contribution to state funds where applicable.

G. Before performing any services under this Agreement, DCC shall furnish to TSP Certificates of Insurance evidencing the coverages required above (or if TSP so directs, copies of the actual insurance policies), and containing the unequivocal agreement on the part of the insurer to notify TSP of the cancellation of or any material changes in said insurances at least thirty (30) days prior to such cancellation or change.

H. All coverage shall waive subrogation and contribution and shall be maintained with financially responsible insurers (AM Best rated B or higher). TSP shall be named as an Additional Insured on the AL and CGL policies, and as a loss payee on the Cargo policy.

I. DCC's failure to comply with any element of the insurance requirements set forth herein shall entitle TSP, in TSP's sole discretion, to immediately suspend all performance hereunder pending compliance by DCC, or to terminate this Agreement immediately. The rights and remedies of TSP contained in this provision shall not affect any other rights and remedies available to TSP under this Agreement or under applicable law.

12. CARGO LIABILITY. DCC shall be liable to TSP and to the Customer for loss, damage or delay to the Commodities occurring while in the possession of or under the control of DCC in accordance with the provisions of the Carmack Amendment as currently codified at 49 U.S.C. § 14706. DCC's liability for loss, damage, or delay shall be calculated in accordance with the following:

A. DCC shall be liable for the full value of Commodities lost, damaged or destroyed, but in no event will DCC's liability for Commodities carried on one vehicle exceed \$150,000.

B. The liability of DCC for any claim for loss, damage or delay shall not be limited by any exclusion in DCC's cargo insurance, or by the limit of such insurance.

13. FORCE MAJEURE. DCC shall not be liable for failure or delay in its performance hereunder if such failure or delay results from a national emergency, federal, state, provincial or local laws, rules or regulations, shortages, fuel allocation programs, fire, riot, strike, or other such troubles, acts of God, or any other cause or causes beyond the control of DCC. The foregoing notwithstanding, the provisions of this Agreement specifically addressing cargo liability, and not this provision, shall govern claims for loss, damage, or delay to cargo.

14. USE OF THIRD PARTIES. DCC agrees that under no circumstances shall it broker or subcontract transportation of Commodities or the performance of Services to any other motor contract carrier, railroad, or other transportation-related company without the express written consent of TSP. In the event that DCC violates the provisions of this Section, DCC shall be jointly and severally liable as if it moved the goods pursuant to this Agreement and agrees to indemnify TSP and the Customer(s) for all damages, expenses, losses, costs, fees, and charges of any type whatsoever, including but not limited to reasonable attorneys' fees, arising from such breach.

15. WAIVER OF LIEN AND CUSTOMER BILLING. DCC hereby expressly waives its right to any lien on Commodities transported pursuant to this Agreement under any applicable law. DCC agrees that TSP has the exclusive right to handle all billing of freight charges to the Customer for the transportation services provided by DCC, and, as such, DCC agrees to refrain from all collection efforts against the shipper, receiver, or the Customer.

16. OPERATING AUTHORITY AND COMPLIANCE WITH LAWS. Each and every shipment tendered to DCC by TSP on or after the date of this Agreement shall be deemed to be a tender to DCC as a motor contract carrier and shall be subject only to the terms of this Agreement and provisions of law applicable to motor contract carriage hereunder. DCC represents and warrants that it has all required authorities, licenses, and permits required to perform the Services. DCC further represents and warrants that it does not have an unsatisfactory safety rating issued from the FMCSA. In the event that DCC receives an unsatisfactory safety rating, DCC shall notify TSP immediately of such fact and shall refrain from hauling any shipments on behalf of TSP. DCC shall comply with all applicable laws, rules and regulations in general as well as all other federal and state laws or regulations specifically applicable to a motor carrier, its employees, drivers and personnel related to transportation of the commodities tendered under this Agreement. Upon request, DCC will provide TSP with the safety rating and compliance status from FMCSA of all their carriers.

17. DEFAULT. If at any time either TSP or DCC is in default of its obligations hereunder, and if any such default shall continue for a period of thirty (30) days after the other party has given written notice of such default to the party in default, then the other party shall have, without further notice or demand, the right to terminate this Agreement.

18. TERMINATION. TSP shall have the right to terminate this Agreement immediately upon written notice in the event that:

A. DCC commits a material breach of this Agreement;

B. DCC loses its operating authority, is issued an "unsatisfactory" safety rating by the FMCSA, operates in an unsafe manner that, in TSP's sole discretion, subjects TSP or its Customers to unreasonable risk of liability, or otherwise becomes disqualified to perform its obligations under this Agreement;

C. DCC is unable or unwilling to meet its financial or insurance obligations under this Agreement in a timely manner;

D. DCC is insolvent, dissolves, or otherwise makes an assignment for the benefit of creditors;

E. a proceeding in bankruptcy, reorganization, arrangement, moratorium or other debtor relief proceedings is instituted by or against DCC; or

F. a trustee or receiver is appointed for DCC.

19. CONFIDENTIAL INFORMATION.

A. DCC hereby recognizes and acknowledges that any list of TSP's Customers, as it may exist now or from time to time, is a valuable, special and unique asset of the business of TSP. DCC agrees, during and after the term of this Agreement, not to disclose the list of TSP's customers or any part thereof to any person, firm, corporation, association, or other entity for any reason or purpose whatsoever without TSP's prior written consent. DCC agrees to preserve as "Confidential Matters", all trade secrets, know how and information relating to TSP's business, forms, processes, developments, sales and promotional systems, prices and operations, which information may be obtained from tariffs, contracts, freight bills, letters, reports, disclosures, reproductions, books, records, or other DCCs, and other sources of any kind resulting from this Agreement. DCC agrees to regard such Confidential Matters as the sole property of TSP, and shall not publish, disclose or disseminate the same to others without the written consent of TSP. In the event of any breach or threatened breach by DCC of the provisions of this paragraph, TSP shall be entitled to an injunction, restraining DCC from disclosing, in whole or in part, the list of TSP's customers, and all other Confidential Matters. DCC agrees that TSP will be irreparably damaged in the event of any breach of this provision by DCC. Accordingly, in addition to any other legal or equitable remedies that may be available to TSP, DCC agrees that TSP will be able to seek and obtain immediate injunctive relief in the form of a temporary restraining order without notice, preliminary injunction, or permanent injunction against DCC to enforce this confidentiality provision. TSP shall not be required to post any bond or other security and shall not be required to demonstrate any actual injury or damage to obtain injunctive relief from the courts. Nothing hereunder shall be construed as prohibiting TSP from pursuing any remedies available to TSP at law or in equity for such breach, including the recovery of monetary damages from DCC.

B. No use or access granted DCC by TSP nor the assessment of any charges to DCC, will afford DCC any use, license, or ownership rights therein.

C. Neither Party may disclose the terms of this Agreement, which shall be considered proprietary and confidential information, to a third party without the written consent of the other party except (1) as required by law or regulation; (2) disclosure is made to its parent, subsidiary or affiliate company; or (3) to facilitate rating or auditing of transportation charges by an authorized agent and such agent agrees to keep the terms of the Agreement confidential.

20. NON-SOLICITATION. DCC will not accept traffic from any shipper, consignor, consignee or Customer of TSP where (1) the availability of such traffic first became known to DCC as a result of TSP's efforts, or (2) the traffic of the shipper, consignor, consignee or Customer of TSP was first tendered to DCC by TSP. If DCC breaches this Agreement and moves shipments obtained directly from customers of TSP during the term of this Agreement or for twelve (12) months thereafter without utilizing the services of TSP, DCC shall be obligated to pay TSP, for a period of fifteen (15) months thereafter, commission in the amount of thirty-five percent (35%) of the transportation revenue resulting from traffic transported for the Customer, and DCC shall provide TSP with all documentation requested by TSP to verify such transportation revenue.

21. RULES AND PROCEDURES. DCC agrees to abide by TSP's policies and procedures as provided or otherwise communicated to DCC and as amended from time to time. DCC further agrees to comply with reasonable rules conspicuously posted at TSP's or Customer's premises, such safety and operations rules and regulations of TSP as are attached to this Agreement and such other rules and regulations of TSP as shall be mutually agreed to between the parties from time to time in writing.

22. SUCCESSORS. This Agreement shall bind the heirs, executors, administrators, successors and assigns of the parties hereto. An assignment by DCC shall be subject to the prior written consent of TSP; such consent shall not be unreasonably withheld.

23. WAIVER OF RIGHTS. Any delay or failure by either party to exercise any right hereunder shall not be construed as a waiver of the right to exercise the same or any other right at any other time and from time to time thereafter.

24. SAVINGS CLAUSE. This Agreement is intended for general use in the United States. In the event any of the terms and provisions hereof are in violation of or prohibited by any federal, state, or local law, statute, or ordinance of the United States where used, such terms and provisions shall be of no force and effect to the extent of such violations or prohibition without invalidating other terms and provisions of this Agreement.

25. NOTICES. Any notice shall be sent by certified mail, overnight mail, or electronic facsimile to the address written above or such other address as either party may provide. Notice shall be deemed delivered upon deposit in the United States Mail or confirmed receipt by the overnight carrier or confirmation of transmission of electronic facsimile.

26. BUSINESS LOSS. Under no circumstances will TSP be liable for business loss for interruption whatsoever, or any other indirect or consequential damages incurred by DCC.

27. ENTIRE AGREEMENT. This Agreement and Appendices represent the entire Agreement between DCC and TSP. All previous and/or contemporaneous representations, either written or oral, are annulled. No modifications shall be binding on either party unless same shall be in writing and executed by DCC and TSP. TSP has not acquired title, interest or proprietary rights to the Equipment. This Agreement is only valid when executed by a duly authorized officer of DCC.

28. GOVERNING LAW. The Parties hereby consent to the exclusive jurisdiction of the courts of the state of _____ and waive jurisdiction of all other courts. The law of the state of _____ shall govern all interpretations of this Agreement or any rights or liabilities stemming from or related to it in any such action. The obligations in this paragraph shall survive termination of the Agreement

TSP Representative Signature

DCC Signature

(print)

(print)

Gatscomp
PO BOX 1174
Cibolo, Texas 78108

(210) 338-9848
Fax (210) 566-0365

transport@gatscomp.net

Phone:
Fax:

Email: _____

Appendix A

Equipment List

Year	Make	VIN	Unit#

TSP Representative Signature

(print)

(date)

DCC Signature

(print)

(date)

Appendix B

Compensation

1. **Share of Revenue.** Unless otherwise agreed to in writing between the parties, TSP will pay DCC for services provided under the Agreement based on the following schedule:

a. For loads tendered by TSP:

_____ % of Adjusted Gross Revenue ("AGR")

b. AGR shall mean all revenue received by TSP from the shippers, consignees, or other carriers for commodities hauled by DCC under this Agreement, reduced by: (a) any and all expenses attributed to accessorial services paid to a third party or to DCC by TSP; (b) the amount paid to any third party by TSP in relation to movement of the load; (c) any amount paid by TSP to interline or augmenting carriers; (d) any warehouse or storage charges; (e) any revenue received by TSP as an excess value or insurance charge on high value shipments; (f) all incentives, discounts or commissions given to TSP's customers or other third parties; and (g) amounts paid or accrued for certain specialized trailers and excessive trailer spotting situations.

c. The percentages of accessorial charges, including but not limited to, detention, tarping, loading and unloading charges, shall be paid to DCC based upon the same percentage of AGR listed above.

d. The foregoing notwithstanding, with respect to fuel surcharges, TSP will pay to DCC any fuel surcharge revenue received by TSP from its Customer with respect to services provided by DCC.

2. **Chargeback Items.** DCC agrees that TSP may chargeback any amounts owed by DCC to TSP or TSP's Customer against any compensation owed by TSP to DCC under the Agreement.

TSP Representative Signature

DCC Signature

(print)

(print)

(date)

(date)

Appendix C

Deposit Account

As authorized by the Agreement, TSP will establish and administer a Deposit Account which will be governed by the following terms and conditions:

1. **Principal.** The amount of principal to be held in the Deposit Account shall be a minimum of \$_____ per truck, which amount will be deducted from DCC's compensation at \$_____ per week beginning on the first week DCC provides services to TSP under the Agreement. If at any time, the principal amount in the Deposit Account falls below \$_____ DCC authorizes TSP to deduct from DCC's compensation a maximum amount of _____ until the full principal amount is replenished. No interest will be owed or paid with respect to amounts held in the Deposit Account. Any interest accrued thereon will be the sole property of TSP.
2. **Items to Which Deposit Account Funds May be Applied.** The Deposit Account will be held by TSP for the purpose of insuring compliance with the provisions of the Agreement. TSP may draw upon the Deposit Account to recover any and all advances, expenses, taxes, fees, fines, penalties, damages, losses, claims or other amounts paid, owed or incurred by TSP or owed by DCC to a third party under a purchase or rental contract, that are DCC's responsibility under the Agreement (collectively, the "Deposit Account Items").
3. **Final Settlement.** To have any remaining balance in the Deposit Account returned following termination or expiration of the Agreement, DCC must first comply with all obligations set forth in the Agreement and make payment to TSP of all Deposit Account Items. If, in TSP's sole discretion, at the time of expiration or termination of the Agreement, there are potential claims pending against DCC related to services performed under the Agreement, TSP may retain the Deposit Account until such time, in TSP's sole discretion, as all such claims are completely liquidated.

TSP Representative Signature

DCC Signature

(print)

(print)

(date)

(date)