

DROP TRAILER AGREEMENT

This Drop Trailer Agreement (“Agreement”) is dated _____ (“Effective Date”) by and between Wakefern Food Corp. (“Wakefern”) and _____ (“Vendor”),

1. Vendor wishes to drop trailers loaded with various commodities purchased by Wakefern (“Products”) for delivery to Wakefern’s distribution center(s) set forth in the attached Schedule A (individually and collectively, the “Facility”), subject to the terms and conditions of this Agreement.
2. Wakefern grants Vendor authorization to drop trailers of Products for unloading by Wakefern based upon Vendor’s agreement that it and its carrier will strictly comply with Wakefern’s Facility and corporate transportation and distribution policies and this Agreement. Failure by Vendor or its carrier to comply with Wakefern’s Facility and corporate transportation and distribution policies, or this Agreement, may lead to Wakefern’s immediate termination of this Agreement. In addition, Wakefern may cancel this Agreement at any time on seven (7) days written notice to Vendor.
3. Any unauthorized drop trailer may, at Wakefern’s sole discretion, be refused or treated as an unappointed “live” delivery, and unloaded based upon dock availability and product needs.
4. All drop trailers must be in good mechanical condition, without leaks, holes or contamination and be safe and secure, and meet the requirements of all statutes for maintenance, condition, operation and safety. Wakefern may at any time, in its sole discretion, refuse to accept a drop trailer it determines to be sub-standard, or refuse to unload such a trailer.
5. Drop trailers may only be parked in areas designated or specified by Wakefern. Vendor acknowledges that it will be necessary for Wakefern to move drop trailers to and from shipping docks, and warrants that drop trailers supplied by it or its carriers are fit, suitable and safe for this purpose, and acknowledges its and its carriers’ agreement to such trailer movements by Wakefern.
6. All refrigerated drop trailers must be delivered to the Facility with sufficient fuel for the time it will be at the Facility.
7. Wakefern will be under no responsibility to fuel or repair any drop trailers.
8. Vendor warrants for itself and shall assure that its carriers hold the following coverages and minimums prior to dropping any trailer at a Facility:

<u>COVERAGE</u>	<u>MINIMUM</u>
Worker’s Compensation	Statutory
Commercial General Liability	\$1,000,000 per occurrence
Automobile Liability	\$1,000,000 per occurrence
Cargo	\$100,000 per occurrence

Vendor will assure that Wakefern, its member stores, affiliates and subsidiaries are named as Additional Insureds on all liability policies.

9. Wakefern shall have no responsibility or liability for any accessorial charges or surcharges, including, without limitation, detention charges, such charges to be the sole responsibility of Vendor if charged by its carrier.
10. Vendor shall remove or assure that all empty trailers are removed from the Facility within forty-eight (48) hours of notice from Wakefern that any trailer is available for pick-up.

11. Vendor acknowledges that as partial consideration for Wakefern allowing it to drop trailers at the Facility, it agrees to do so at its own risk. Vendor further agrees (i) that Wakefern shall have no liability or responsibility for any loss or damage to any drop trailer or equipment thereon, including, without limitation, refrigeration equipment, including unexplained damage, unless caused solely by the proven negligence of Wakefern, and (ii) to indemnify, defend and hold Wakefern and its member stores, subsidiaries and affiliates harmless from any claim, action, loss, judgment, fine, cost and/or expense, including reasonable attorneys' fees and court costs, arising from or relating to any drop trailers' or Vendor's or its carriers' presence at a Facility or in going to or from a Facility, unless caused solely by the proven negligence of Wakefern.
12. This Agreement shall be considered to have been executed and performed in the State of New Jersey, and in all cases, New Jersey law shall apply, regardless of any conflict of law principles, and all claims and actions relating to or arising out of this Agreement shall be brought only in the New Jersey Superior Court for Middlesex County, or the United States District Court for the District of New Jersey located in Newark. The parties submit to this jurisdiction and venue, waive all objections thereto, including that of inconvenient forum, and further waive their rights to a jury trial to the fullest extent allowed under applicable law.

This Agreement is executed by the parties' authorized representatives on the Effective Date.

WAKEFERN FOOD CORP.

VENDOR'S NAME

By: _____

By: _____

Name: Ted Schlemovitz

Name: _____

Title: Manager, Fleet Maintenance and

Title: _____

Corporate Traffic