



*Truck Leasing and Rentals
Fleet Maintenance
Safety and Compliance Consulting
Logistics Services
Used Truck Sales*

3940 Eastern Ave. SE, Grand Rapids, Michigan 49508-2497 Phone (616) 243-7033

www.starlease.com

**Re: Preventative Maintenance
Letter of Agreement dated _____, 2016**

[name]
[company name]
[address]
[city, state zip]

Dear [name]:

Thank you for the opportunity to customize a Star Preventative Maintenance Program. Our objective is to understand your transportation needs and to craft a program that minimizes the “headaches” of owning and maintaining trucks. We hope to become your long term “partner in transportation.”

Star Truck Rentals, Inc. is a 100-plus year-old company based in Grand Rapids, operating 16 facilities throughout Michigan and one in northern Indiana. With our membership in NationaLease, we place over 500 additional dots on the map for your service and support. All Star facilities are state certified repair shops.

The Star Preventative Maintenance Agreement (“PMA”) covers necessary vehicle inspections, lubrication and adjustments on a pre-scheduled basis. This will maximize component life, minimize downtime, improve safety, and assure better regulatory compliance. Equally important, our Star PMA will allow you to focus on your core business.

A more specific detail of the items covered in our PMA is reflected in our standard Preventative Maintenance Inspection Form, a copy of which is attached. Please note that while standard PM parts and lubes are included, our program does not include water filters, luberfiners or air filters. Our computerized record system will store this PM information as well as any other unscheduled repairs as a valuable maintenance history; this may become useful in connection with safety compliance, accident review, or upon selling the vehicle. The annual D.O.T. vehicle inspection is included in our Star PMA and proper documentation will be placed on each truck to verify compliance.

Our staff will monitor each vehicle for scheduled service based on both time and mileage information to be supplied regularly by you. Our PM stickers will be placed inside the vehicle(s) and will be updated by us to assist both you and us in knowing when service is due. We will use every reasonable effort to work around your dispatch schedules, which we can accomplish due to our extended hours of shop-time.



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Despite our commitment to monitor your recommended PM schedule and perform such services, it is critical that your drivers or other personnel regularly check fluid and lubricant levels between service intervals and perform other reasonable inspections. Drivers are required by D.O.T. to perform pre-trip and post-trip inspections. Customer shall promptly advise Star of any mechanical or safety defects using a mutually agreed process for communication. It is expressly understood that Star is not responsible for the cost or expense of any mechanical defects or repairs required to be made, no matter what the cause or claim, other than those items specifically listed in the PM Inspection Form attached. Neither shall Star be responsible for any indirect, incidental, consequential, or economic losses in connection with this Agreement. Star's responsibility for any defective repair is expressly limited to the amounts billed and paid for such repair.

We will seek your prior approval for any additional repairs and will vigorously manage and assert warranty recoveries for you. However, if you are unavailable or during your off-hours, we may perform, and you hereby authorize, repairs up to \$500.00 without prior specific approval. We also will provide a 10% discount on rentals and you may utilize our 24-hour/seven-day-a-week emergency road service 1(800) number; decals with this number will be placed in your truck.

Finally, Star has a very active Safety and Compliance Department and you may wish to take advantage of our many programs, including D.O.T. compliance consulting, the Star Substance Abuse Consortium, C.D.L. third party testing and driver training. We want to become your "one-stop shop" for your trucking needs.

Attached is an Equipment Schedule, which will become a part of this Letter of Agreement, if accepted. Based on annual mileage utilization, we have set up each vehicle for the yearly number of scheduled PM's stated on this Schedule, which will be administered at the mileage intervals noted. If for some reason your utilization changes, we will of course have to revisit the monthly rate per unit. In its sole discretion, Star may adjust the monthly rate on subsequent anniversaries of this Agreement.

This Agreement will become effective on the date it is executed below. It is cancelable by either party upon 30 days' prior written notice. In the event of Customer nonperformance, Star reserves the right to cancel this agreement without notice. The per unit rates will be billed monthly in advance upon terms net seven (7) days, with a finance charge of 1.7% per month accruing on all balances unpaid after thirty (30) days from invoice date. You agree to pay the reasonable costs of legal or collection fees occasioned by breach hereof.

We will hold harmless and indemnify your company, its employees, and agents from and against any and all liabilities arising in connection with our negligent use, operation, or maintenance of the subject vehicles and you likewise will hold harmless and indemnify Star from any and all liabilities arising from the acts or omissions of your company, its employees, or agents. We will exchange mutual proof of liability insurance naming the other as additional insured.

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We are a service organization intensely committed to exceeding your every expectation. We hope you will come to think of us as your “virtual transportation department.”

If you wish to enlist in the Star PMA program, this along with the attached Equipment Schedule and the PM Inspection Form will serve as a Letter of Agreement. Please signify your acceptance by signing and dating below, and kindly return an original copy to the undersigned. Thank you for your consideration.

Very truly yours,

Account Manager

AGREED AND ACCEPTED THIS _____ DAY OF _____, 2016.

[COMPANY NAME]

By: _____

Print Name: _____

Title: _____