



SMART Pool™ Over-the-Road Repair (OTR) Policy

The South Carolina State Ports Authority (“SCPA”) requires all motor carriers and lessees (individually and collectively “User”) using SMART Pool™ chassis and/or its associated equipment (individually and collectively “Chassis”) to comply with this SMART Pool™ Over-the-Road Repair Policy (“OTR Policy”) for any repairs that arise while the Chassis is in use over-the-road (“OTR”). This OTR Policy is subject to and governed by SCPA’s [Chassis Interchange Agreement](#) or SCPA Direct Chassis Lease Agreement, as applicable. SCPA and User repair, replacement, and maintenance responsibilities and liability are contained in the applicable SCPA Chassis Interchange Agreement or in the SCPA Direct Chassis Lease Agreement by and between SCPA and User. This OTR Policy and the applicable Chassis Interchange Agreement or SCPA Direct Chassis Lease Agreement shall be read to be consistent and complementary. Any conflict among this OTR Policy and the applicable Chassis Interchange Agreement or SCPA Direct Chassis Lease Agreement shall be resolved by giving priority to the applicable Chassis Interchange Agreement or SCPA Direct Chassis Lease Agreement.

OTR Events

A. Coverage

Notwithstanding anything in this OTR Policy to the contrary, SCPA will not reimburse User or accept billing for any repair costs if this SCPA OTR Repair Policy is not strictly adhered to by User. SCPA coverage for OTR repairs shall be conditioned upon and subject to the following:

- OTR events, especially Roadside Emergency events, can easily be avoided when all Users perform a pre-trip inspection on the tractor and the chassis. These pre-trip inspections are federally mandated by the [FMCSA](#) (49 CFR 390.42, 392.7, and 396.13). Pre-trip inspections of tractor and chassis ensure safe operating conditions before traveling on public roads. Roadability issues not corrected before leaving a

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Last Updated June 12, 2026

facility shall be the direct responsibility and liability of the User and shall be deemed as failure to perform a pre-trip inspection.

- No overtime/After-Hours charges or emergency coverage charges will be paid for by SCPA unless the applicable event is a documented Roadside Emergency. Residential locations are not considered as Roadside Emergency.
- For the purposes of this OTR Policy “Roadside Emergency” is defined as any situation on the road that requires immediate and prompt assistance and poses a potential risk to the Chassis, User, driver, or others. Roadside Emergency includes, but is not limited to, flat tires, mechanical problems, structural problems, and accidents. For purposes of this OTR Policy, “After-Hours” is defined as 4:00 p.m. through 8:00 a.m.
- Notwithstanding anything in this OTR Policy to the contrary, User shall return the Chassis to one of SCPA’s Stop/Start locations prior to the Chassis’ FMCSA Inspection sticker expiration date, SCPA has the right to refuse coverage or rebill user for all repairs if this doesn’t take place.
- In all instances of OTR chassis repair service, components, parts, or tires that are replaced shall be replaced with new, “like for like” components, parts, and tires. Used or improper components, parts, and tires are unacceptable. The User will be billed, and shall promptly pay for, the replacement of these items upon return of Chassis to SCPA facilities.
- The User, at its sole cost and expense, shall pay for all “dry-runs”. A dry-run occurs when the User causes an SCPA OTR repair vendor to dispatch a mechanic without any repair required on the Chassis, as are instances where a repair need is found to be caused by an issue with the User’s vehicle or if the User contacts a OTR repair vendor and leaves the breakdown location without communication with the OTR repair vendor. The User will be billed, and shall promptly pay for, all services fees on all dry-runs.
- All service call fees for OTR events will be billed to the User and User shall promptly pay said fees.

B. Damage and Wear & Tear

In the event an OTR repair is necessary, the OTR repair vendor or SCPA personnel will define the repair as either an instance of “wear & tear” or “damage” via in-person inspection or photographs.

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Except as otherwise stated herein, Chassis wear & tear resulting from normal use of the Chassis are attributable to SCPA and will not be billed to the User.

Chassis damages that are not caused by wear & tear will be billed to the User. Repairs will be defined as “damage” by the following damage codes: Bent, Broken, Torn, Cut, Cut to Cord, Missing Slid Flat tire, Run Flat tire, Flat tire, and Improper Repair. Additionally, jammed components such as landing legs, slider handles, and locking pins shall be considered damage.

The User, at its sole cost and expense, shall be responsible for having the Chassis promptly repaired and restored to roadable condition in strict accordance with applicable federal and state law and regulation, including, but not limited to, Federal Motor Carrier Safety Administration (“FMCSA”) regulations.

C. Tires and Rims

SCPA’s Chassis fleet is equipped with radial original-equipment-manufacturer (“OEM”) tires mounted or radial recapped tires, all tires are mounted on hub piloted rims. Tires may have SCPA markings printed on the sidewalls.

The tire/rim types per chassis size are noted below:

20’ Slider, 40’GN, and 40/45EX	11R22.5 - 14PR, hub piloted rim
20/40’ Triaxle	255/70R22.5 - 16PR, hub piloted rim

D. Accidents

In the event of an accident, the User shall immediately contact law enforcement. A “Chassis Accident Report” must be provided to the SCPA within forty-eight (48) hours of any Chassis incident. The User may download the Chassis Accident Report HERE. Failure to report accidents to SCPA in compliance with this OTR Policy may result in SCPA barring User from further Chassis access and use. The Chassis Accident Report shall be submitted to ChassisLogistics@SCSPA.com and Chassismnr@SCSPA.com. Accident and heavy structural damage chassis shall be returned to the chassis yard at Wando Welch Terminal in Charleston, SC. Costs associated with repositioning damaged chassis to this location are the responsibility of the User.

E. Limited Damage Waiver Program

Per the applicable Chassis Interchange Agreement or SCPA Direct Chassis Lease Agreement, SCPA offers Users a choice to enroll in a Limited Damage Waiver Program

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that provides limited coverage for certain minor unavoidable damage to Chassis that occurs during the User's use or possession. Users enrolled in SCPA's Limited Damage Waiver Program shall use SCPA's approved vendor network in order for applicable damage repairs to be covered under said program. A link to the Limited Damage Waiver Program can be found HERE. Enrollment and inquiries shall be directed to ChassisLogistics@SCSPA.com

In the event an OTR Chassis failure occurs and a repair to the Chassis is needed, User shall contact an approved SCPA vendor *and* copy CHASSISMNR@SCSPA.COM on all repair correspondence.

Users who choose not to enroll in the Limited Damage Waiver Program shall not be entitled to the specified limited waiver of damages of said program and shall be responsible for all damages, costs, and expenses arising out of or relating to the User's use of the Chassis. SCPA shall have the right to terminate User's participation in the Limited Damage Waiver Program upon notice to User for User's failure to pay the Daily Limited Damage Waiver Fee.

F. Approved OTR Vendors

The below vendors are approved by SCPA for OTR repairs in Charleston, Berkeley, Dorchester, and Spartanburg Counties (collectively the "Primary Area"):

Southern Tire Mart/ Pilot Flying J

Connect Call Center phone: (877) 786-8473

<https://stmtires.com/commercial/24-7-roadside-assistance/>

Coverage for repairs in the Primary Area and other locations covered in South Carolina between the hours of 7:30 a.m. of 4:00 p.m.

Reliable Fleet Services

Phone: 912-675-2745

Email: Repairs@mrs-cmc.com

Coverage for repairs in the Primary Area, plus Savannah, Jesup, and McIntire Ga. between the hours of 7:30 a.m. of 4:30 p.m.

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Vendors approved for OTR work on SCPA chassis outside of the “Primary Area”:

Southern Tire Mart/Pilot Flying J

Coverage for repairs within and outside of the Primary Area between the hours of 7:00 a.m. of 4:00 p.m. and for Roadside Emergency After-Hour calls.

Connect Call Center phone: (877) 786-8473

iPhone Connect app: (Waiting confirmation from Leon/Connect)

Android Connect app: (Waiting confirmation from Leon/Connect)

Downtime Fleet Management Services (24/7 - Nationwide)

Coverage only for repairs outside of the Primary Area between the hours of 7:00 a.m. of 4:00 p.m. and for Roadside Emergency After-Hour calls.

Phone: (866)965-9288, Ext 1

E-mail: otr@downtimefleet.com

Web Portal: www.downtimefleet.com

Users must create an account with each of the above SCPA approved OTR vendors before repairs occur.

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