

123 LOGISTICS Inc

123 US Hwy 1
Orlando, FL 33698
(335) 000-000

This Agreement, made this ___ day of _____, **20**___, by and between:

Lessor (Owner/Operator – Operator):

and

Lessee (Carrier being leased onto):

Whereas, Carrier is a Federal Motor Carrier Safety Administration (FMCSA) regulated motor carrier engaged in the transportation of commodities and goods for hire.

Whereas, Owner-Operator is an independent contractor and the owner of, or has the rights to lease, automotive equipment suitable and qualified for over-the-road for-hire transportation services, and the Owner-Operator desires to lease with a qualified carrier.

Lessor hereby agrees to:

1. Lease and deliver to the Lessee the motor vehicle(s) described below beginning _____, **20**__, and ending _____.
2. Be solely responsible for all costs of owning, maintaining, and repairing all equipment used by the Lessor in performing under this Agreement, as well as all personnel costs and salaries. These costs include, but are not limited to: purchasing, renting, or leasing equipment; bonding; physical damage and liability insurance; licensing fees and registrations; federal withholding; FICA; oil; tires; medical expenses; highway use taxes; unemployment taxes; workers' compensation insurance; fuel; garaging; parts; and all other items necessary to operate and maintain the equipment. The Lessor is also solely responsible for all costs of traffic violations.
3. Represent that the Lessor is the legal owner or lawful guardian of the vehicle(s) described as follows:

Tractor Unit #: _____ **Year:** _____ **Make:** _____ **VIN:** _____

4. Maintain insurance coverage during the term of this Agreement including physical damage and non-trucking (bobtail) insurance. This insurance is optional; however, the Lessor agrees to hold the Carrier harmless of all responsibilities or claims related to this type of coverage.
5. Pay all applicable taxes including federal, local, sales, highway use, possession, excise, personal property, assessments, penalties, FICA, Medicare, withholding taxes, unemployment compensation, workers' compensation, Medicare, and Social Security imposed under or in connection with services provided under this Agreement. Any additional taxes or charges imposed by law related to operations under this Agreement shall be the sole responsibility of the Lessor.
6. Be responsible for over-size or over-weight violations when shipment seals tendered to Lessor are not intact, or when such violations are clearly due to acts or omissions of the Lessor.
7. Provide copies and originals of Bills of Lading (BOL), repairs during route, maintenance records, records of duty status, fuel receipts, and any other documentation reasonably requested.
8. Indemnify and hold harmless Lessee from all claims, costs, losses, damages, injuries, deaths, and expenses including attorney's fees arising out of:
 - o Failure to comply with provisions of this Agreement
 - o Failure to comply with applicable federal, state, or local laws, regulations, or ordinances
 - o Use, maintenance, or operation of the equipment
 - o Intentional or negligent misuse or handling of equipment or shipments
 - o Any combination of the above
9. Be responsible for removal of all identification devices and paperwork from the equipment upon termination of this Agreement and return them to Lessee.

Lessee hereby agrees to:

1. Issue and maintain liability and cargo insurance coverage in compliance with FMCSA regulations under 49 U.S.C. §13906. During the term of this Agreement, leased vehicle(s) shall be under the exclusive direction, supervision, and control of Lessee, which shall assume full responsibility for the operation and safety of the motor vehicle(s) to the public, shippers, and federal regulatory bodies. Lessee will provide copies of insurance policies upon reasonable request.
2. Acknowledge that the relationship between Lessor and Lessee is that of an independent contractor. Nothing contained in this Agreement shall be construed as creating an employer-employee relationship, partnership, or joint venture. The Lessor retains exclusive control over hiring, supervision, and compensation of any persons performing services under this Agreement.
3. **Escrow (If Applicable):**
An escrow of \$_____ is required and will be accumulated as follows: \$_____ per _____ until the total amount is accrued. While the escrow fund is under the control of Lessee, accounting will be provided upon request. Interest shall be paid on the

escrow fund at least quarterly. Within 45 days after termination of this Agreement, the remaining balance (minus any final deductions) shall be paid to the Lessor with a final accounting.

The escrow fund will be utilized to pay for the following items:

Compensation

Lessee shall pay Lessor (minus any chargeback items) for equipment and driver services in the following manner and within ___ days after submission of all required delivery documentation:

Signatures

Signed, sealed, and delivered in the presence of:

Lessor (Owner/Operator):

Print Name: _____

Signature: _____

Date: _____

Lessee (Carrier – Lessee):

Print Name: _____

Signature: _____

Date: _____