

**ABC Trucking
000 US Hwy 1
Avon Park, FL 33825
US DOT 0000000
(863) 000-0000**

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 Administrator (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 driver.

Lessor hereby agrees to:

- 1) Leases to and delivers to the Lessee the following below described motor vehicle(s) beginning _____, 20__ and ending _____.
- 2) Is 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, expenses of purchasing, renting or leasing equipment, bonding, physical damage and liability insurance, licensing fees, and other registration costs, fees and expenses, federal withholding, FICA, oil, tires, medical expenses, highway use taxes, unemployment taxes and worker's compensation insurance, fuel, garaging, parts and other items necessary to operate and maintain the equipment. The Lessor is also solely responsible for all costs of traffic violations.
- 3) That the Lessor is the legal owner or guardian of said vehicle(s) described as follows:

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

- 4) Lessor may produce and maintain the following insurance coverage's during the term of this agreement: Physical damage and non-trucking (bobtail). However, this insurance is optional and the Lessor will keep the Carrier harmless of all responsibilities or claims applied to this specific type of coverage.
- 5) Lessor shall pay the following taxes: federal, local, sales, highway use, possession, excise, personal property, assessments, penalties, FICA, medicare, withholding taxes, unemployment compensation, workman's compensation, medicare and social security imposed on or in connection with service provided under this lease agreement. If additional taxes or charges are imposed by the law from whatever source

Sample

upon the operations conducted by the Lessor under this contract they shall be the sole responsibility of the Lessor.

- 6) Lessor shall be responsible for over-size or over-weight violations where the seals of the shipments tendered to Lessor are not intact or oversize/overweight violation is plainly determinable by or is due to acts or omissions of the Lessor.
- 7) Lessor will provide with copies and originals of BOL, repairs during the route, maintenance records and any other documentation related such as records of duty, fuel receipts, etc.
- 8) Lessor agrees to indemnify and hold harmless Lessee for all claims, costs, losses, damages, injuries, deaths, and expenses including attorney's fees arising out of:
 - a) Lessor's failure to comply with the provisions of this lease agreement.
 - b) Lessor's failure to comply with applicable Federal, State, and/or Local laws, regulations, ordinances, or employer's responsibilities.
 - c) Lessor's use, maintenance, or operation of the equipment.
 - d) Lessor's intentional or negligent misuse or handling of the equipment or shipments being transported.
 - e) Any combination of the above.
- 9) Lessor will be responsible for removing identification devices and paperwork from the equipment upon the termination of this lease and returning it to the Lessee.

Lessee hereby agrees to:

- 1) To issue and maintain liability and cargo insurance coverage for the protection of the public pursuant to FMCSA regulations under 49 U.S.C. 13906. During the term of this lease said vehicle(s) shall be solely and exclusively under the direction, supervision and control of the Lessee, who shall assume full responsibility for the safety and operation of such motor vehicle(s) to the public, shippers, and all state and federal regulatory bodies. The Lessee will provide the Lessor with a copy of each policy upon the request of the Lessor. Each certificate of insurance shall include the name of the insurer, policy number, effective dates, amounts and types of coverages, and the deductible amount for each type of coverage for which the Lessor may be liable.
- 2) The relationship between the Lessee and Lessor is that of an independent contractor and nothing contained in this lease contract shall be construed as inconsistent with that status. However, Lessor is solely responsible to comply with all regulations and Lessee reserves the right to terminate this agreement as soon as there is evidence of non-compliance. Lessor is not an employee, servant, agent, partner or joint venture of Lessee. Lessor has the exclusive right to employ, directly or indirectly, and control all persons performing any service under this agreement and shall determine their terms and conditions of employment. Such persons shall be considered employees of the Lessor and shall not be either the employee, co-employee, or have any other relationship with the Lessee (ex. Drivers).
- 3) Escrow: (If applicable)
An escrow of \$_____ is required and will be accumulated as follows: \$_____ per _____ until total amount is accrued. While the escrow fund is under the control of the Lessee, the Lessee shall provide an accounting to the Lessor of any transactions involving such fund. The Lessor has the right to demand an accounting for transactions involving the escrow fund at any time. The Lessee shall pay interest on the escrow fund on at least a quarterly basis. Within 45 days from the date of this lease termination the remaining balance of the escrow fund (minus final deductions) will be paid to the Lessor. Lessee will provide a final accounting to the Lessor along with payment.

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

Sample

