

# *IR Trans Inc.*



Dawn Chandler  
Phone: 208-410-2272  
Office Phone: 208-410-2271  
email: irtransporting@yahoo.com  
553 S 350 E  
Burley, Idaho 83318

## LEASE AGREEMENT

Agreement No. \_\_\_\_\_

AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between IR Trans Inc., hereinafter referred to as Carrier, located at 553 S 350 E Burley ID 83318 and \_\_\_\_\_, the owner/operator, hereinafter referred to as The Owner, located at \_\_\_\_\_

### WITNESSETH:

CARRIER is a motor contract carrier of property authorized by the Federal Highway Administration by Permit No. MC-1082074 to provide transportation of property under contract with shippers and receivers of general commodities, and

THE OWNER is the Owner of the power unit and trailer equipment described in Appendix "A" and is duly authorized and empowered to execute this agreement.

NOW THEREFORE, in consideration of the representation made herein, the parties agree as follows:

- (1) The CARRIER hereby leases the equipment and services of THE OWNER, owned and described in Appendix "A". THE OWNER certifies that all equipment subject to this lease meets U.S. Department of Transportation (DOT) safety requirements and standards.
- (2) THE OWNER agrees to properly identify equipment with the following, in the format provided in Appendix "A" or in simple 2" block text in a legible font in a contrasting color of THE OWNER's choice, which is easily readable.

IR Trans Inc.  
Burley Idaho  
1-208-410-2272  
DOT 3373897  
Last 8 of the Power Unit VIN  
MC 01082074

(3) THE OWNER agrees to comply with all safety regulations required by the Department of Transportation, FMSCA and all local and federal regulating agencies.

(4) In consideration for the use of the equipment and services of the OWNER, the CARRIER agrees to compensate THE OWNER a base rate of 85% of 100% of load rate, minus charges for permits and permit costs, pilot cars, bucket trucks or any accessorial charges that are paid out of the load rate, unless The OWNER chooses in writing, on a load-by-load basis, to pay these costs themselves. All bonuses or penalties will be identified as a percentage in Appendix B and any modification to Appendix B will be done as a separate attachment and effective based on the date in said attachment and will be in accordance with the agreement in said attachment. See Appendix B for description of bonuses and penalties. THE OWNER has a right to examine CARRIER's documents containing information for determining charges billed to the shipper.

(5) Payment to THE OWNER shall be made as follows. The settlement on all loads that deliver from Monday

## *IR Trans Inc.*



Dawn Chandler  
Phone: 208-410-2272  
Office Phone: 208-410-2271  
email: irtransporting@yahoo.com  
553 S 350 E  
Burley, Idaho 83318

through Sunday, with the submission of all necessary delivery documents and all other paperwork concerning a trip in the service of Carrier, will pay on the following Wednesday. Delivery documents and paperwork concerning a trip required before THE OWNER can receive settlement is defined as: driver's logbooks, required by the Department of Transportation, and all documents necessary for CARRIER to secure payment from the shipper. CARRIER may require the submission of additional documents by THE OWNER but not as a prerequisite to payment. Payment to THE OWNER is contingent upon submission of proof of delivery, to which no exceptions will be made. THE OWNER must complete all trip tickets and reports. Each trip report must be turned in before the next trip is assigned.

(6) The CARRIER has a legal obligation and the responsibility to maintain liability and cargo insurance coverage for the protection of the public as required by Federal Highway Administration regulations under 49 U.S.C. 10927, as amended by Public Law 104-88. All insurance costs for the operation of OWNER's equipment while in the service of CARRIER shall be paid by THE OWNER. The insurance costs will be broken down into weekly installments and withheld from each weekly settlement. Any change to this will be in writing and subject to the following terms. If THE OWNER has scheduled time off that will interfere with deducting the payment, the payment will be pulled from the next settlement or made by THE OWNER directly.

(7) THE OWNER is responsible for providing all items necessary to the operation of the equipment while in the service of CARRIER, including but not limited to fuel, meals and lodging, repairs and maintenance to power unit and trailer, tolls, ferries, detention, load securement devices, etc. If it becomes necessary for CARRIER to pay or provide any item that THE OWNER is responsible for, the CARRIER has the right to deduct such cost from the OWNER's compensation at the time of payment or settlement. If such deduction becomes necessary, then CARRIER will provide THE OWNER with a full explanation and/or documentation as to how the amount of each item is to be computed. THE OWNER is not required to purchase or rent any products, equipment, or services from CARRIER as a condition of entering into this lease agreement.

(8) It is the duty of THE OWNER to properly determine the condition of the freight at the time such freight is picked-up from the shipper, and a further duty to transport the shipment to its destination in as nearly that same condition as when it was picked-up. THE OWNER will inspect all shipments at the time of loading and mark any exceptions or conditions on the bill of lading or receipt. At the destination, THE OWNER will again inspect the freight with the consignee and mark on the delivery receipt any exceptions to the condition or damages to the shipment that occurred during transit. Delivery receipts will be turned in to the CARRIER as part of the documentation required for payment. If there is any damage to the cargo a cargo damage report form must be attached to the documents. The CARRIER has a right to deduct for damages of freight in transit caused by THE OWNER and not reimbursed by insurance. The CARRIER will provide a written explanation and itemization of any deductions for cargo or property damage made from compensation to OWNER.

(9) It is agreed that the services of THE OWNER under the terms of this lease agreement is that of an independent contractor and that no "employee-employer" relationship exists between THE OWNER and CARRIER. THE OWNER is therefore responsible for providing his own workmen's compensation insurance, employment and income taxes, etc. Further, any drivers or employees of THE OWNER are the complete responsibility of THE OWNER. All drivers must still be qualified with CARRIER.

(10) This lease agreement may be cancelled upon written notice by either THE OWNER or CARRIER.

It is agreed that any loads in transit will be delivered prior to cancellation and all required paperwork will

# *IR Trans Inc.*



Dawn Chandler  
Phone: 208-410-2272  
Office Phone: 208-410-2271  
email: irtransporting@yahoo.com  
553 S 350 E  
Burley, Idaho 83318

be turned in prior to final settlement. Any costs incurred by CARRIER to complete the delivery of a load in transit will be charged to the OWNER. THE OWNER agrees to remove identification signs or devices from the equipment upon the termination of the lease and return such signs or devices to the CARRIER. If identification has been painted directly on the equipment, then THE OWNER agrees to furnish a photograph of both sides of the equipment showing identification has been removed or painted over. Failure to furnish evidence of the removal of identification from the equipment will result in the withholding of the final settlement.

(11) Time off cannot be guaranteed

(12)

This AGREEMENT is to become effective \_\_\_\_\_, and shall remain in effect indefinitely, subject to the right of either party hereto to cancel or terminate the AGREEMENT at any time with written notice of one party or the other.

IN WITNESS WHEREOF, this agreement has been entered into and executed by duly authorized representatives of THE OWNER and CARRIER.

Signatures

IR Trans Inc. Dawn Chandler

---

---

# *IR Trans Inc.*



Dawn Chandler  
Phone: 208-410-2272  
Office Phone: 208-410-2271  
email: irtransporting@yahoo.com  
553 S 350 E  
Burley, Idaho 83318

## Appendix A

### Equipment to be Leased

---

---

---

## *IR Trans Inc.*



Dawn Chandler  
Phone: 208-410-2272  
Office Phone: 208-410-2271  
email: irtransporting@yahoo.com  
553 S 350 E  
Burley, Idaho 83318

### Appendix B

#### Compensation Bonuses

All bonuses and Penalties are outlined herein and are effective based on the most current dated Compensation Bonus and Penalty Attachment.

Bonuses are offered for the following at the percentage listed

- 1% bonus for Military Veterans and First Responders, with proof of service  
Military Veterans include anyone who served in the US or Canadian Military and was discharged honourably. Exceptions may be made for other than honourable, based on the situation.

First responders include Police Officers, EMS, Firefighters

- 1% Customer Referral Bonus

Any direct customer that you are responsible for bringing to the company gives you this bonus from all loads acquired from said customer. When there are loads available from this customer you move to the front of the line for the first load out.

- 1% Team Bonus, with an additional 1% for UPS Teams

Truck must be operated with a minimum of two drivers per truck and provide team miles, based on a quarterly average. Team miles are defined as running 50% or more miles than an average solo driver. Average solo driver is defined as 3500 miles per week so teams must average 5250 miles per week, on average over the quarter.

#### Unsatisfactory Performance Penalties

- 1% Minor Safety or Quality Penalty

Minor penalties are defined in company policy. This may result in termination of lease after evaluation and review. If lease is to be terminated, our sister company, IR Helping, is willing to help you acquire your own authority. Upon acquisition of authority IR Dispatching can take over your office support. You will be allowed to continue to operate as normal until a review is complete. If it is determined that you must acquire your own authority you will be allowed to operate as normal while your authority is being processed. The process of acquiring authority can take 60 days or more to complete.

- 2% Major Safety or Quality Penalty

Major penalties are defined in company policy. This will most likely cause a termination of lease after review. If lease is to be terminated, our sister company, IR Helping, is willing to help you acquire your own authority. Upon acquisition of authority IR Dispatching can take over your office support. You may have the opportunity to continue to operate as normal until a review is complete. At that time, you may or may not be allowed to operate while your authority is being processed. The process of acquiring authority can take 60 days or more to complete.