



G-3 Resources LLC  
P.O. Box 720245, McAllen, TX 78504  
Tel: (956) 513-1023 Fax: (956)720-4551

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G-3 RESOURCES LLC and Independent Contractor \_\_\_\_\_ Lease agreement.

Note: This Lease Agreement should be maintained in the Equipment during the term of the Agreement.

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between

**G-3 RESOURCES LLC. DOT# 2886735 | MC# 969130** here in after referred to as company, registered at P.O.Box 720245, McAllen, TX 78504 and \_\_\_\_\_ here in after referred to as an independent contractor located in

\_\_\_\_\_  
Company is a motor contract/common carrier of property authorized by the federal highway Administration by permit MC# 969130 to provide transportation of property under contract with brokers/shippers and receivers of general commodities and the INDEPENDENT CONTRACTOR is the owner of the tractor and trailer described below and is duly authorizes and empowered to execute this agreement.

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### EQUIPMENT OWNER/EQUIPMENT INFORMATION

Name: \_\_\_\_\_

Phone#: \_\_\_\_\_

DBA: \_\_\_\_\_

Contact \_\_\_\_\_

Address: \_\_\_\_\_

FEIN: \_\_\_\_\_ Year \_\_\_\_\_ make \_\_\_\_\_

VIN: \_\_\_\_\_ Unit \_\_\_\_\_



Initials \_\_\_\_\_

Now Therefore, in consideration of the representation made herein, the parties agree as follows:

1. The company hereby leases the equipment and services of the independent contractor, owned and described above in the equipment owner/Equipment information section. Independent contractor certifies that equipment subject to this lease meets **U.S Department of Transportation (DOT)** safety requirements and standards, and that company shall inspect such equipment and shall determine that such requirements and standards have been met at the time of execution of lease. And company will do DOT inspection prior to operation.
2. Possession of equipment will be transferred under the terms of this lease from Independent contractor to company beginning at the date and time of execution of this agreement and continue until cancellation is served by either company or independent contractor in writing. At such time as this lease Agreement is Terminated independent contractor agrees to furnish the company with a written receipt to show that independent contractor or his/her agents retake position of the equipment.
3. During the tenure of this lease agreement, the company shall have exclusive possession, control and use of the equipment and shall assume complete responsibility of the operation of the equipment for the duration of the lease. Independent contractor agrees to properly identify equipment for the duration of the lease. Independent contractor agrees to properly identify equipment with the federal Highway Administration "MC" number and the name of the company.
4. Independent Contractor agrees to comply with all safety regulations required by the department of transportation and the various states in which operations are conducted.
5. In consideration of the use of the equipment and service of the independents contractor, the company agrees to compensate independent contractor in the amount of 88% of gross revenues for each trip, the company will charge 12% of its dispatching fee. **The company will provide all permitting necessary and independent contractor will pay all fuel, fuel taxes, Maintenance & IFTA.**
6. Payment shall be made after submission of the necessary delivery documents and other paperwork concerning a trip during the service. Delivery documents and paperwork concerning a trip required before the independent contractor can receive payment is defined as driver's log books required by the Department of Transportation (DOT) and those documents necessary for company to secure payment from the broker/shipper. This payment between company and contractor will be made every 2 weeks based on the completion of the document submission, any payment that has been held or refused for payment because of incident that has happened by the driver will be notified & company may require the submission of additional documents and will take some time for investigation. Payment to the independent contractor shall not be made contingent upon submission of a bill of lading to which no exceptions have been taken. he independent contractor or his/her agents next obtain original bill of lading from each consignee. Independent contractor must complete all trip tickets and reposts. Each trip report must be turned in before the next trip is assigned.



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7. The company has a legal obligation and 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 cost for the operation of independent contractor or independent Contractor's equipment while in the service of company shall be paid by independent contractor. If costs of the insurance are initially paid by company, such as down payment costs will be charged back in full to independent contractor on the first or consecutive payment. Usually there will be an initial deposit fee for the new contractor joining the company insurance. Company shall be required to pay any judgment, with cost which may be obtained against said authority, growing out of such injury and or damage. However, this indemnity is not intended to limit the independent contractor's liability. The independent contractor is subject to pay the company \$1000.00 deductible for every cargo and liability which is independent contractor responsibility.

8. The Independent contractor is responsible to have his own bobtail liability and trailer liability which is also referred as non-trucking insurance. The company is not responsible for:

A. Independent contractor cause damage while not under the load or dispatch

B. The truck was damaged due to negligence by independent contractor or independent contractor driver.

C. The truck was operated by an unauthorized individual or individuals. Any rider with the independent contractor is not covered or not the company liability. If the company finds out about rider the independent contractor/ the driver will automatically terminated and fined \$1000.

D. The independent contractor or his/ her agents or drivers hauling freights illegally or without the knowledge and approval of the company and any action that might be deemed by the company as negligence by the independent contractor.

9. It is the duty of the independent contractor/driver 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 independent contractor /driver will inspect all shipments at the time of loading and mark any exceptions or conditions on the bill of lading or recipe. At the destination, the independent contractor /driver 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 receipt will be turned in to the company as part of the documentation required for payment. The company has a right to deduct for damages of freights in transit caused by independent contractor or independent contractor driver and not reimbursed by insurance. The company will provide a written explanation and itemization of any deductions for cargo or property damage made from compensation to independent contractor.

10. The independent contractor is subject to take a random drug and alcohol test, auditing of log books periodically must be turned in within 10 days.



Initials\_\_\_\_\_

11. It is agreed that the services of the independent contractor under the terms of this lease agreement is that of an independent contractor and no employee-employer relationship exists between independent contractor and company. Independent contractor is therefore responsible for providing his own workmen's compensation, insurance, employment and income tax, etc....further any driver or employees of independent contractor are the complete responsibility of the independent contractor. Charges that apply include \$2600 for Insurance down-payment; \$1000 for trailer rental down-payment;\$1350 for Apportioned plates; \$550 for HVUT or as prorated. Others include Liability and cargo insurance for \$800; \$1200 for refrigerated trailer rental, \$50 monthly for ELD and \$100-\$150 quarterly for IFTA.

12. This lease agreement may be canceled upon written notice of by either parties. It is agreed that any loads in transit will be delivered prior to cancellation and all required paperwork will be turned in prior to final statement. Any costs incurred by company to complete the delivery of a load in transit will be charged to the independent contractor. The independent contractor agrees to remove identification signed or devices from the equipment upon the termination of the lease and return such signed or devices to the company. If identification has been painted directly on the equipment, then independent contractor agree to furnish a photograph of both sides of 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.

13. This Agreement is to become effective \_\_\_\_\_, 20\_\_\_\_ and shall remain in effect for a period of one (1) year from such date and from the year to year thereafter, subject to the right of either party hereto to cancel or terminate the AGREEMENT at any time written notice of one party or the other IN WITNESS WHEREOF, this agreement has been entered into and executed by duty authorized representatives of independent contractor and company/ G-3 RESOURCES LLC.

\_\_\_\_\_  
(LESSEE)

Date \_\_\_\_\_

\_\_\_\_\_  
(LESSOR)

Date \_\_\_\_\_

Note: This **Lease Agreement** should be maintained in the equipment during the term of the agreement.



Initials: \_\_\_\_\_