LEASE AGREEMENT   
  
Agreement No. \_\_\_\_\_\_\_\_\_   
  
AGREEMENT made this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , 20\_\_\_, by and between   
  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , hereinafter referred to as LESSEE, located at   
  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ,  
  
hereinafter referred to as LESSOR , located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.   
  
WITNESSETH:

(1) LESSEE is a motor contract carrier of property authorized by the Federal Highway   
Administration by Permit No. MC- \_\_\_\_\_\_\_\_\_\_\_\_\_ to provide transportation of property under contract   
with shippers and receivers of general commodities, and

(2) LESSOR is the owner of the tractor 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 LESSEE hereby leases the equipment and services of LESSOR, owned and described in   
Appendix "A". LESSOR certifies that equipment subject to this lease meets U.S. Department of   
Transportation (DOT) safety requirements and standards, and that LESSEE shall inspect such equipment   
and shall determine that such requirements and standards have been met at the time of execution of this   
lease.

(2) Possession of equipment will be transferred under the terms of this lease from LESSOR to   
LESSEE beginning at the date and time of execution of this agreement and continue until cancellation is   
served by either LESSEE or LESSOR in writing. At such time as this lease agreement is terminated,   
LESSOR agrees to furnish LESSEE with a written receipt to show that LESSOR retakes possession of the   
equipment.

(3) During the tenure of this lease agreement, the LESSEE shall have exclusive possession,   
control, and use of the equipment, and shall assume complete responsibility for the operation of the   
equipment for the duration of the lease. LESSOR agrees to properly identify equipment with the Federal   
Highway Administration's "MC" number and the name of LESSEE.

(4) LESSOR 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 for the use of the equipment and services of LESSOR, the LESSEE agrees   
to compensate LESSOR in the amount of \_\_\_\_\_\_% of gross revenues for each trip ticket ticket. LESSEE   
will provide all permitting necessary and will pay all fuel taxes. LESSOR has a right to examine   
LESSEE's documents containing information for determining charges billed to the shipper.

(6) Payment shall be made within 15 days after submission of the necessary delivery documents   
and other paperwork concerning a trip in the service of LESSEE. Delivery documents and paperwork   
concerning a trip required before the LESSOR can receive payment is defined as driver's log books   
required by the Department of Transportation, and those documents necessary for LESSEE to secure   
payment from the shipper. LESSEE may require the submission of additional documents by the LESSOR   
but not as a prerequisite to payment. Payment to the LESSOR shall not be made contingent upon   
submission of a bill of lading to which no exceptions have been taken. The LESSOR shall not set time   
limits for the submission by the LESSOR of required delivery documents and other paperwork. LESSOR   
must complete all trip tickets and reports. Each trip report must be turned in before the next trip is   
assigned.

(7) The LESSEE 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 cost for the   
operation of LESSOR's equipment while in the service of LESSEE shall be paid by LESSOR. If the cost   
of the insurance is initially paid by LESSEE, such costs will be charged-back in full to LESSOR.

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

(9) It is the duty of the LESSOR 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 LESSOR 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 LESSOR 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 LESSEE as part of the documentation required for payment. The LESSEE has a   
right to deduct for damages of freight in transit caused by LESSOR and not reimbursed by insurance. The   
LESSEE will provide a written explanation and itemization of any deductions for cargo or property   
damage made from compensation to LESSOR.

(10) The DRIVER is responsible for loading and unloading freight to and from the trailer,   
unless proper notations are made on the bill of lading that the driver is responsible. Except when the   
violation results from the acts or omissions of the LESSOR, the LESSEE shall assume the risks and costs   
of fines for overweight and oversize trailers when the trailers are pre-loaded, sealed, or the load is   
containerized, or when the trailer or lading is otherwise outside the LESSOR's control, and for improperly   
permitted overdimension and overweight loads and LESSEE shall reimburse LESSOR for any fines paid   
by the LESSOR.

(11) Escrow funds or moneys placed on deposit with LESSEE by LESSOR are not required   
under the terms of this agreement.

(12) It is agreed that the services of LESSOR under the terms of this lease agreement is that of   
an independent contractor and that no "employee-employer" relationship exists between LESSOR and   
LESSEE. LESSOR is therefore responsible for providing his own workmen's compensation insurance,   
employment and income taxes, etc. Further, any drivers or employees of LESSOR are the complete   
responsibility of the LESSOR.

(13) This lease agreement may be canceled upon written notice by either LESSOR or LESSEE.   
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 settlement. Any costs incurred by LESSEE to complete the delivery of a load   
in transit will be charged to the LESSOR. The LESSOR agrees to remove identification signs or devices   
from the equipment upon the termination of the lease and return such signs or devices to the LESSEE. If   
identification has been painted directly on the equipment, then LESSOR 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.

(14) This AGREEMENT is to become effective \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and shall remain in effect   
for a period of one year from such date, and from year to year thereafter, 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 LESSOR and LESSEE.   
  
  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   
(LESSEE) (LESSOR)

YEAR MAKE MODEL DISCRIPTION VIN