



Owner/Operator Lease Agreement

AGREEMENT made this _____ day of _____, 201_, by and between

Silvas Trucking LLC, hereinafter referred to as LESSEE, located at 2509 Janice Lane, in Fort Worth, TX 76112 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 by the load or by the hour, depending on the job contract. LESSOR will provide any additional permitting requested by LESSEE.

(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. LESSOR must complete all trip tickets and reports. Each trip report must be turned in before the next trip is assigned. There will be a ____% charge for every payment that is paid on demand. For every payment that is paid on the scheduled Monday of payment, there will be no additional fee.

(7) 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. 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.

(8) The DRIVER is responsible for retrieving load from specific job site and dumping load at proper dump site, which will be determined per contract.

(9) LESSOR shall in case of accident notify LESSEE immediately of said accident so that LESSEE may be able to provide sufficient information in giving notice to all authorities as provided by law.

(10) The LESSOR shall be liable for the entire loss or damage to cargo and third person or property resulting from negligent, willful or intentional act of the LESSOR, his agent or employees. This shall include, but is not limited to, colliding with overhead structures, and cargo loss due to improper or negligent securing by the LESSOR, his agents or employees.

(11) 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.

(12) 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.

(13) 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.

(14) We will not deduct or withhold any taxes, FICA, or other deductions legally required to make from regular employees. As an independent contractor, you will not be entitled to any fringe benefits, such as unemployment, medical insurance, pension plans, overtime or any other benefits that would be offered to regular employees. A 1099 worker is an independent contractor, NOT an employee. Employment laws apply only to employees.

LESSOR

DATE:

LESSEE

TITLE

DATE:



THIS IS TO CERTIFY THE FOLLOWING DESCRIBED EQUIPMENT

Type	Unit #	Make	Year	Serial #	License #
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Owned By:

NAME:

Is being operated by Silvas Trucking LLC, on this date of _____ for a period of time beginning this date and continuing thereafter until said contract shall be completed or cancelled. This certificate shall be considered as valid and in force and effect as long as it is in the possession of said owner, his agent, and employee unless notice of cancellation hereof has been filled with the State Board Commission of Official (or the Governor, if there is no such State Board of Commission of official) having jurisdiction over the business of transportation by motor vehicle of each state in which Silvas Trucking LLC operates.

The commodities to be transported include those commodities Silvas Trucking LLC is authorized to transport under its certificate authority received from the Interstate Commerce Commission, and any and all commodities the transportation of which requires no such certificate authority.

The LESSOR for the purposes of Interstate Commerce Commission regulations acknowledges receipt of the following equipment to be use by the LESSEE and the LESSOR under their agreement, once the prescribed equipment conforms to and meets the requirements of all applicable Federal and State laws and the rules and regulations of the Interstate Commerce Commission.

The original of the contract of ____/____/____ is kept at the office of Silvas Trucking LLC.

Lessor: _____

Lessor:

Lessee: _____

TITLE: _____



HOLD HARMLESS AGREEMENT

This agreement is to verify that Silvas Trucking LLC operating leased equipment in 48 States', hauling general commodity freight, does not authorize or condone unauthorized passengers in any of its leased equipment. An unauthorized passenger is someone who has not been properly qualified and approved by Silvas Trucking LLC as a driver allowed to be in equipment leased by Silvas Trucking LLC.

The undersigned further agrees to hold Silvas Trucking LLC its Agents, Employees, and Insurance Carriers Harmless from any claims, injuries, or suits arising directly or indirectly because of an unauthorized passenger on Silvas Trucking LLC's premises or in its vehicles.

DATE

Lessee

TITLE

Lessor



STATEMENT OF OWNER/OPERATOR STATUS

Owner/Operator

Address

The purpose of this form is to document the above Owner/Operator as a sole proprietor, not subject to the Worker's Compensation law, and therefore do not pay for Workers Compensation coverage.

- I am a sole proprietorship.
- As a sole proprietor, I do not have any employees and do not pay any labor expenses.
- I am the owner and operator of the truck used.
- I pay my own business operations expenses.
- I acknowledge that as a sole proprietor, I am not, by law, subject to the Worker's Compensation act.
- If any of the above should change, I will notify you prior to performing the next job.

DATE

LESSOR

Note: This form should be reviewed periodically for changes in the Owner/Operator status.