



## **LEASE AGREEMENT**

THIS agreement, entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ between

**TDSJ TRANSPORTATION LLC, (Hereinafter designated as “Carrier”), and**

**, (Hereinafter designated as “LEASE OWNER Operator”),**

**WITNESSETH:**

**WHEREAS, Lease Owner Operator is engaged in the transportation of general freights of all kinds (FAK) by motor vehicle as a contract Carrier and desires to transport goods for Carrier; and**

**WHEREAS, to facilitate such transportation and for the convenience in handling such transaction, the parties have agreed to the terms and conditions under which transportation shall be made, as hereinafter set forth.**

**NOW THEREFORE, in consideration of the premises and the mutual promises and conditions herein contained it is hereby agreed as follows:**

**(1) GENERAL PROVISIONS:**

**(a) Lease Owner Operator, in its operations hereunder, shall secure all permits, licenses and approvals necessary for the accomplishment of the work to be done hereunder and shall comply fully with all applicable laws, rules, orders and regulation of all governments and agencies thereof, whether**

federal, state or local, and shall furnish Carrier with satisfactory evidence thereof whenever requested to do so. Among other things, Lease Owner Operator shall provide to Federal Motor Carrier Safety Administration certificate showing Lease Owner Operator holds contract authority from such commission covering the commodities and transportation routes to which this agreement relates, and Lease Owner Operator shall give immediate notice to Carrier of any cancellation or modification of

such authority. When transporting hazardous wastes, substances to or materials pursuant this agreement, Lease Owner Operator shall comply with all applicable federal, state and local hazardous wastes, substances or materials laws and regulations and shall furnish Carrier with satisfactory evidence thereof whenever requested to do so.

(b) The Lease Owner Operator hereby agrees to deliver for the Carrier for transportation, not less than the following amount: one shipment of freight of all kinds (FAK) during a period of

\_\_\_\_\_. The Lease Owner Operator further agrees, subject to availability and loading

tendered for transportation by Carrier.

(c) All such cargo shall be transported hereunder in accordance with this agreement and the provisions of Carrier's tariff's or service contracts applicable to such cargo. Cargo shall include any containers in which goods are packed when received by Lease Owner Operator hereunder.

(d) This agreement shall not be modified or altered unless in writing, signed by both parties to this agreement.

(e) This contract shall terminate all previous contracts between the parties hereto relating to the transportation Freight all kinds (FAK) and shall remain in full force and effect for the term of this agreement.

(f) It is to be clearly understood and it is the intention of the parties hereto that Lease Owner Operator shall employ all persons operating trucks hereunder, that such persons shall be and remain the employees of the Owner Operator, that the Lease Owner Operator shall be an independent contractor of

the Carrier and that nothing herein contained shall be construed to be inconsistent with that relation or status.

(g) It is further to be clearly understood that where the Lease Owner Operator engages any subcontractor for any portion of the work hereunder, such engagement will not alter the relationship of the Lease Owner Operator to the Carrier as an independent contractor and shall not establish any relationship or obligation between Carrier and any subcontractor. Lease Owner Operator will continue to be solely responsible for compliance with or performance for any subcontractors actually, doing such work and will otherwise defend, indemnify and save harmless the Carrier, its agents and servants from any such claims, liabilities, penalties and fines (whether criminal or civil), judgments outlays and expenses (including attorney's fees).

(h) Lease Owner Operator shall defend, indemnify and save harmless the Carrier, its agents and servants from any and all liabilities, penalties and fines (whether criminal or civil), judgments, outlays and expenses (including attorney's fees) resulting from Lease Owner Operator's failure or the failure of Lease Owner Operator's agents, employees, subcontractors or representatives to comply with any applicable laws and regulations, whether federal, state or local, or property arising out of the performance of this agreement caused by the acts, failure to act or negligence of Lease Owner Operator, subcontractors, its agent, employees, or representatives.

(i) Lease Owner Operator will assume all liability for and will otherwise defend, indemnify and save harmless the Carrier, its agents or servants from any and all liabilities, penalties and fines (whether criminal or civil). Judgments, outlays and expenses (including attorney's fees) resulting from any release or discharge of hazardous wastes, substances or materials that occurs during transportation and Lease Owner Operator will assume all responsibility and liability for cleanup of any release or discharge of hazardous wastes, substances or materials that occurs during transportation and will otherwise defend indemnify and save harmless the Shipper, its agents and servants from any and all liabilities, penalties and fines (whether criminal or civil), judgments, outlays and expenses (including attorney fees) resulting from the cleanup of any such release or discharge.

(j) Lease Owner Operator will defend, indemnify and save harmless the Carrier, its agents and servants from any and all liabilities, penalties and fines (whether criminal or civil in nature), judgments, outlays and expenses (including attorney's fees) resulting from the Lease Owner Operator's failure or

the failure of Carrier's agents, employees, subcontractors or representatives to perform any of the terms, conditions, promises or covenants contained in this contract.

(k) Carrier shall have full responsibility for all payments, benefits, and rights of whatsoever nature to or on behalf of any of its employees and to ensure that its subcontractor shall have the same responsibility.

(l) It is further agreed by the parties hereto that Lease Owner Operator is not to display the name of Carrier upon or about any of the Lease Owner Operator's vehicles, without Carrier's written consent.

(m) Any limitation on or exemption from liability in any tariff, receipt, bill of lading, or other document issued by or on behalf of Lease Owner Operator shall have no legal effect and shall not otherwise apply with respect to shipments tendered by or on behalf of Carrier unless specifically agreed in writing by the Lease Owner Operator. Any limitations on or exemptions from liability contained in a Lease Owner Operator's tariff, receipt, bill of lading, or another document issued in conjunction with a specific shipment moving under this Contract shall have no legal effect and shall not otherwise be applicable to such shipments.

## **2. RECEIPTS OF GOODS:**

(a) Lease Owner Operator agrees, upon receipt from Carrier of such quantities of Carrier's goods as may be tendered from time to time under this agreement by Carrier or by a third party on behalf of Carrier to give Carrier a written receipt thereof, which shall be prima facie evidence of receipt of such goods in good order and condition unless otherwise noted upon the face of such receipt; and, in the case of transportation of hazardous wastes, substances or materials such written receipt shall be prima facie evidence of receipt of such wastes, substances or materials in a condition and manner which complies with all applicable laws and regulations, whether federal, state or local.

In the event that Lease Owner Operator elects to use a tariff, bill of lading, manifest or other form of freight receipt or contract, any terms, conditions and provisions of such bill of lading, manifest or other form shall be subject and subordinate to the terms, conditions and provisions of this Agreement, and in the event of a conflict between the terms, conditions and provisions of such tariff, bill of lading, manifest or other form and this Agreement, the terms, conditions and provisions of this Agreement shall govern.

(b) Lease Owner Operator agrees to take signed receipts upon forms satisfactory to Carrier from all persons to whom deliveries shall be made, which receipts shall be retained by Lease Owner Operator for

at least two (2) years and shall be available for inspection and use of Shipper.

### **3. CARE AND CUSTODY OF MERCHANDISE:**

(a) Lease Owner Operator hereby assume the liability of an insurer of the prompt and safe transportation

of all goods entrusted to its care, and shall be responsible to Carrier for all loss or damage of whatever kind and nature and howsoever, caused to any and all goods entrusted to Lease Owner Operator hereunder occurring, while same remains in the care, custody or control of Lease Owner Operator or to any other persons to whom the Lease Owner Operator may have entrusted said goods and

before said goods are delivered as herein provided or returned to Carrier.

(b) On occasion, Lease Owner Operator will be requested to transport reefer cargo refrigerated containers. On all occasions, refrigerated containers must be transported with an attached generator set (nose mounted or under-slung) unless specifically advised by Carrier in writing that a generator set is not required. It is the Carrier's responsibility to ensure a generator set is attached and running properly at the assigned temperature at the time of interchange.

### **4. INSURANCE:**

(a) Lease Owner Operator agrees to be a motor Carrier member in good standing in the Uniform Intermodal Interchange Agreement (UIIA). Lease Owner Operator further agrees to comply with the insurance requirements of the Federal Motor Carrier Safety Administration and the states through which the Lease Owner Operator operates. Lease Owner Operator's insurance coverage shall, at a minimum,

comply with the minimum requirements as stated in the UIIA.

(b) The Lease Owner Operator agrees to carry cargo, personal injury, death, equipment and general insurance and will promptly reimburse Carrier for the value of any goods (including containers) lost or destroyed during the period of Lease Owner Operator's responsibility under clause (3) (a). All such insurance shall be as additional insured.

(c) The Lease Owner Operator agrees to provide the UIIA with appropriate certification and a copy of

each policy of insurance and renewals thereof or other satisfactory evidence that Owner Operator has obtained insurance in compliance with the requirements and terms of this agreement.

(d) The Lease Owner Operator will arrange with its broker and/or insurance Carrier(s) that notice of coverage and limits will be sent directly to the UIIA, as well and cancellation notices and amendments to coverage(s).

#### **5. ASSIGNMENTS:**

This contract cannot be assigned by Lease Owner Operator without the written consent of Carrier.

#### **6. COMPENSATION, COMMODITIES, TERRITORY:**

(a) Acceptable rates and charges, rules and regulations, the commodities to be transported, and the points from and to which they shall be transported, are to be furnished the Carrier, the Federal Motor Carrier Safety Administration and other regulatory bodies as may be required, as set forth in the rate schedule attached hereto and made a part hereof. Carrier agrees to pay Lease Owner Operator

as full compensation for services to be performed by Carrier under said rules and regulations the rates and charges set forth in the rate schedule, within sixty (60) days of invoice date.

(b) This agreement is to become effective upon signature by Carrier and Owner Operator.

#### **7. CONFIDENTIALITY:**

Lease Owner Operator shall treat as confidential, and not to disclose to third parties, the terms of this agreement or any information concerning the Carrier's business including information regarding suppliers, products and customers without in each instance obtaining Carrier's written consent in advance.

#### **8. NOTICES:**

All notices given pursuant to this agreement shall be given in writing by certified or registered mail, return receipt requested, and addressed as directed by the parties from time to time.

CARRIER: TDSJ TRANSPORTATION LLC

#### **9. APPLICABLE LAW:**

To the extent state law applies, this agreement shall be governed by and

interpreted in accordance with the laws  
of the state of GEORGIA.

LEASE OWNER OPERATOR SIGNATURE: \_\_\_\_\_

VIN:

DATE: \_\_\_\_\_

CARRIER SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**This Lease Agreement ("Agreement") is made and entered into as of this [Date] by and between:**

- **Lessee:** [Lessee's Full Legal Name Quenita Harris], a motor carrier registered with the FMCSA, with its principal place of business at [Lessee's Address 234 Neese Farm Dr. Woodstock, GA 30188] ("Lessee"),
- **Lessor:** [Lessor's Full Legal Name , a Lease Owner Operator with its principal place of business at [Lessor's Address ] ("Lessor").

#### **RECITALS**

WHEREAS, the Lessor is the owner of certain motor vehicle equipment used for transportation of goods and desires to lease such equipment to the Lessee; and  
WHEREAS, the Lessee desires to lease and operate such equipment in accordance with the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

## 1. Lease of Equipment

1.1 **Equipment:** The Lessor agrees to lease to the Lessee, and the Lessee agrees to lease from the Lessor, the following described equipment (the "Equipment"):

- Vehicle Make:
- Vehicle Model:
- Vehicle Year:
- Vehicle Identification Number (VIN):

## 2. Term

- 2.1 **Duration:** The term of this Agreement shall commence on [Start Date: \_\_\_\_\_] and shall continue until [End Date \_\_\_\_\_], unless earlier terminated as provided herein in writing.

## 3. Compensation

3.1 **Payment:** The Lessee agrees to pay the Lessor [ ] per load weekly to lease to the company.

3.2 **Payment Terms:** Payments shall be made on a [ ] basis (W9 has to be on file), with payments due [ ].

## 4. Operational Control

4.1 **Control and Responsibility:** The Lessee shall have exclusive possession, control, and use of the Equipment for the duration of this Agreement and shall assume full responsibility for the operation of the Equipment in compliance with all applicable federal, state, and local laws and regulations.

## 5. Maintenance and Repairs

5.1 **Lessor's Responsibilities:** The Lessor shall be responsible for all routine maintenance and repairs necessary to keep the Equipment in good working order and in compliance with FMCSA regulations.

5.2 **Lessee's Responsibilities:** The Lessee shall be responsible for all operational costs, including but not limited to fuel, oil, and other consumables.

## 6. Insurance

6.1 **Insurance Coverage:** The Lessor shall maintain, at its own expense, physical damage insurance for the Equipment. The Lessee shall maintain liability insurance as required by FMCSA regulations, naming the Lessor as an additional insured. The Lessee agrees to pay a down payment to add their truck to active



insurance and then pay [REDACTED] weekly payments for truck insurance due before you start driving. If you leave before balances paid you will be charged full amounts on anything that was discounted as a benefit (filings, factoring, etc.) plus legal fees and collection fees.

**6.2 Proof of Insurance:** Lessee will provide proof of insurance requirements.

## **7. Indemnification**

**7.1 Indemnification by Lessor:** The Lessor agrees to indemnify, defend, and hold harmless the Lessee from and against any and all claims, liabilities, damages, losses, or expenses arising from the Lessor's breach of this Agreement or negligence in maintaining the Equipment.

**7.2 Indemnification by Lessee:** The Lessee agrees to indemnify, defend, and hold harmless the Lessor from and against any and all claims, liabilities, damages, losses, or expenses arising from the Lessee's operation of the Equipment.

## **8. Penalties and Deductions**

**8.1 Late Loads:** If the Lessee is late on delivering loads, the Lessee agrees to a penalty of [REDACTED] for each late load. This amount will be deducted from the next payment due to the Lessee.

**8.2 Violations:** For any violation incurred by the Lessee during the operation of the Equipment, the Lessee agrees to a penalty of [REDACTED] per violation (pre-trip, DOT violations, etc.). **Texting and driving** are immediate actions for termination & is a [REDACTED] fine and will be deducted from last check. This amount will be deducted immediately from weekly pay. Truck Abandonment will go on your DAC report and you will be fined according to fees. If you are stopped for drugs or illegal weapons you will be fined [REDACTED] and terminated.

## **9. Governing Law**

**9.1 Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of [REDACTED], without regard to its conflict of laws principles.

## **10. Miscellaneous**

**10.1 Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings, whether written or oral, regarding the subject matter hereof.

**10.2 Amendments:** This Agreement may be amended only by a written instrument signed by both parties.

**10.3 Severability:** If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

**10.4 Notices:** Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed given when delivered personally or by certified mail, return receipt requested, to the addresses of the parties set forth above.

## 11. Dress Code:

**11.1 Professional Dress:** TDSJ Transportation LLC recommends wearing comfortable, appropriate clothing that allows for easy movement for driving. A professional appearance can help you represent the company well and gain respect from warehouse customers, law enforcement and DOT officials. Here are some tips for dressing professionally as a Professional driver:

- **Clean and presentable:** Wear clean clothes that are in good condition and don't have any holes or tears. Avoid clothes with offensive slogans or images.
- **Breathable:** Wear breathable shirts or tops that wick away moisture.
- **Closed-toe shoes:** Wear closed-toe shoes like rubber-soled shoes, tennis shoes, or steel-toed boots.
- **Layers:** Bring layers in case you're visiting a colder climate.
- **Rain gear:** Keep umbrella to protect paperwork and stay dry.
- **Hair:** Females refrain from long hair and loose hair to prevent getting caught into equipment.
- **Hygiene:** Maintain good hygiene practices and keep your hair and facial hair neat to maintain professional look when entering warehouses and connecting with customers.

## 12. Pre-trip

**12.1 Pre-trip:** The Lessor is responsible for completing Pre-trip and post-trip and send sign document to ensure you are in compliance with FMCSA regulations. You will make sure your drivers have a link.

**IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the day and year first above written.**

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☐ I AGREE TO THE TERMS AND CONDITIONS AND I UNDERSTAND WHAT I AM REQUIRED TO MAINTAIN, I ALSO AGREE THAT I HAVE COMPLETED THE ONLINE APPLICATION.

**Lessee:** \_\_\_\_\_

[Lessee's Full Legal Name] Quenita Harris

[Title] OWNER

Date: July 1, 2024

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**Lessor Signature:** \_\_\_\_\_

[Lessor's Full Legal Name] \_\_\_\_\_

[Title] \_\_\_\_\_

Date: \_\_\_\_\_

**SEND Attachments: SEND EVERYTHING TO: [dispatch@tdsjtransportation.com](mailto:dispatch@tdsjtransportation.com)**

- **Exhibit A:** Description of Equipment (Pictures) with DOT & MC on the side of the truck
- **Exhibit B:** DL, MEDICAL CARD, MVR, 2290 (If applicable), IFTA, IRP-(CDL setup), Tags showing our company at DMV: **DOT: 3274346 MC:1034200 TDSJ TRANSPORTATION LLC (If you need assistance contact [info@tdsjenterprise.com](mailto:info@tdsjenterprise.com) for compliance & trucking company setup)**
- **Exhibit C:** Maintenance Records
- **Exhibit D: Drug and Alcohol test (Go to Concentra and take both you will pay for this) You will have the results sent to [dispatch@tdsjtransportation.com](mailto:dispatch@tdsjtransportation.com) and have it sent to the FMCSA. You will need to ensure you are registered with the clearing house: [Drug & Alcohol Clearinghouse \(dot.gov\)](https://www.drugandalcoholclearinghouse.gov)**
- **Exhibit E:** Show book with all documents in the truck

If you need fuel cards:

Fuel Card: Jocelyn Browning: [602-606-6245](tel:602-606-6245)

ELD: Fee is 350.00 One time & Monthly payment of 75.00- Motive.

**FEES:**

Lease Fee: \_\_\_\_\_

Insurance: \_\_\_\_\_ per month

Factoring Fee: \_\_\_\_\_

Advances: \_\_\_\_\_ (Only apply if you get advances

Dispatch: \_\_\_\_\_

Administrative: \_\_\_\_\_ Weekly

Filing Fees: \_\_\_\_\_ per month quarterly IFTA; 2290: \_\_\_\_\_; IRP Renewal: \_\_\_\_\_