

LEASE AGREEMENT

This agreement made ___ / ___ / _____

LESSEE: _____ a federally registered interstate motor carrier with permits:

EIN # _____

Located at Address:

LESSOR: Phoenix Freight LLC

Located at Address:

10 N High St, Columbus, OH 43215

DOT-4102557

WITNESSETH: For and in consideration of the stipulated and agreed rental and for further consideration of the covenants , terms and conditions set forth hereon and reverse hereof, the parties hereto agree mutually as follows ;

The lesser hereby leases the lessee, and the lessee rents, hires and lets from the lessor the following described equipment:

Vehicle Type	Make	Year	Serial	Odometer	License	State	Value

The parties mutually understand and agree as follows:

1. The lessor shall have exclusive possession, control and use of the leased equipment to the extend required by applicable federal rules and regulations, and shall assume complete responsibility for its operation, for the duration of the lease (49 CFR#376.12(c) (1)). However, only the lessee and his agents and employees shall operate the equipment. The lessee shall not use the equipment for any other purpose other than the purpose contemplated by this agreement. The lessee shall operate the leased equipment under lessor's DOT authority and in compliance with all applicable municipal, state, federal and DOT laws and regulations. Copies of all qualification documents required by DOT to be used on the equipment will be provided to lessee before the trip.
2. That the lessee pays for all routing and major maintenance costs on the vehicle during the term of this lease.

3. That the lessee bears all risk of loss or damage to property or cargo or injury to persons while performing under this lease agreement and under the lessor's dispatch and shall be insured under the lessor's liability and cargo insurance policy covering all operations of the vehicle on the lease. The lessee understands that the lessor does not provide physical damage insurance and it is the lessee's total responsibility to insure his/her equipment for physical damage loss.
4. That the lessee assumes full and sole responsibility for payment of all fuel road taxes, fees and penalties arising from operation of the vehicle for the full term of the lease and lessee shall not be reimbursed by the lessor by such taxes fees and penalties, directly or indirectly.
5. That the lessor shall not participate in dispatching traffic, billing and collection of freight charges for transportation preformed by the vehicle.
6. That the term of the lease shall begin_____ and shall be extended automatically from month to month thereafter until canceled by either party giving 30 days written notice to the other.
7. That the copy of this lease shall be carried in the vehicle at all times.

Signature of Lessee:_____ Signature of Lessor:_____

Print:_____