



**KEEPEM ROLLING TRANSPORTATION CO LLC
411 W MAPLE ST #607 WICHITA KS 67213**

OFFICE 316-880-2351

PERSONAL 620-282-8227

OWNER-OPERATOR LEASE AGREEMENT

This Agreement, is made and entered into this _____ **day of** _____, **2024** in the city of WICHITA, KS
KEEPEM ROLLING TRANSPORTATION CO LLC (hereinafter referred to as between “Lessee”) and _____
(hereinafter referred to as “Lessor”):

WHEREAS, the Lessor’s legal name and address is:

WHEREAS, the Lessee’s legal name and address is:

**KEEPEM ROLLING TRANSPORTATION CO LLC
411 W MAPLE #607
WICHITA KS 67213**

WHEREAS, the Lessor owns or lawfully controls the motor vehicle or equipment (hereinafter referred to as “Equipment”) described by the following specifications:

TRUCK Unit # _____

Year: _____ Make: _____

VIN # _____

Plate # _____

TRAILER Unit # _____

Year: _____ Make: _____

VIN # _____

Plate # _____

WHEREAS, the above specified Equipment is in a suitable condition for transportation of property within 48 continental states of the Unites States;

NOW, therefore, it is agreed between the parties upon and subject to the following terms and conditions:

The term of this agreement shall commence on the date set forth above and continue for **6 months** from such date. This agreement shall be automatically renewed for another 6 months, unless either party gives at least 2 weeks written notice prior to the expiration of their intention not to renew the agreement. The party receiving notice of termination shall receipt the copy of such notice and return such receipt copy to the other party. No equipment may be replaced, returned or substituted without the inspection and consent of KEEPEM ROLLING TRANSPORTATION CO LLC.

KEEPEM ROLLING TRANSPORTATION CO LLC shall not be held liable for any damages, loss or destruction of the motor vehicle equipment that is listed in the LIST OF EQUIPMENT LEASED FORM. Contractor/Driver hereby released the KEEPEM ROLLING TRANSPORTATION CO LLC from such damage, loss and destruction of such equipment.

KEEPPEM ROLLING TRANSPORTATION CO LLC shall not be held liable for any damages, including all cost, and attorneys fees to persons or property by reason of the use of the motor vehicle equipment. The contractor/driver shall be held responsible to KEEPPEM ROLLING TRANSPORTATION CO LLC for any losses or fines incurred of the I.C.C. the contractor/driver's failure to act in accordance with federal and state laws.

1. Lease

Lessor shall lease and deliver to Lessee the Equipment and furnish services required by Lessee to operate the Equipment and to transport, load and unload any commodities as contracted between Lessee and any third party in Lessee's conduct of business.

Lessor shall not negotiate with any third parties any contracts for Lessor's own profit with Lessee's ICC authority and under Lessee's contract.

2. Payment for Service Rendered

Lessee shall pay Lessor in the amount of 75% from the agreed price per load. The above specified amount shall include pick-ups and drops per each complete trip. "Complete trip" means a complete delivery of commodities from the point of original pick-up to the point of final drop; "complete delivery" is defined in the following paragraph.

Lessor shall be compensated only for a complete delivery of commodities, including transportation, loading and unloading of such commodities, under the terms of this Agreement and according to the specifications stipulated in any applicable agreement between Lessee and any third party. In order to be compensated, Lessor or Lessor's employees or agents shall provide the Lessee with all paperwork necessary for Lessee to maintain records required by the ICC and DOT regulations including driver's logs, trip reports and bills of lading. Lessor shall be reimbursed for any loading and unloading only if the parties so specifically agreed prior to such loading and unloading. If all appropriate forms, documents and paperwork are delivered before 10 AM on Tuesday, KEEPPEM ROLLING TRANSPORTATION CO LLC will make a payment to the driver/contractor by direct deposit Thursday. If the driver believes that the amount of any payment is understated, the driver shall notify KEEPPEM ROLLING TRANSPORTATION CO LLC prior to negotiating the check. By negotiating a check in payment for services, the driver accepts the amount of the payment.

Documents such as:

Signed bills of lading or shipping orders, delivery receipts, completed driver daily logs and vehicle maintenance reports, trip manifest reports, detestation reports, interline papers, fuel purchase receipts, D.O.T., Federal and State Inspection, tolls receipts and accident reports.

In case the bill of lading contains record of damaged or late delivery, contractor/driver will be liable for the whole amount of charges, if any, that may occur to KEEPPEM ROLLING TRANSPORTATION CO LLC. Payment for the load will be made to the contractor only after KEEPPEM ROLLING TRANSPORTATION CO LLC has received payment for the load.

3. Effective Date

This Agreement shall become effective upon its execution by the parties and shall remain in effect until its termination.

4. Termination of the Lease Agreement

This Agreement may be terminated upon:

- (a) By the lessee at anytime for violations incurred by the lessor.
- (b) The lessor may terminate the lease agreement before the 6 month agreement by paying an early termination of contract of \$1500. This does not include holding of final payment for any loads not paid to that point as those loads are held do ensure no outstanding charges or chargebacks are incurred after the Lessor is no longer with the company. Failure to pay the early termination to break the lease will result in legal action against the lessor and will then include the reimbursement of any attorney fees that the lessee may incur.

Upon termination of this Agreement, Lessee may defer the final settlement with Lessor for the period of 30 days from the date of termination. During the 30 day period, Lessor shall not bring or cause to be brought any action in law or equity against Lessee by reason of any claims or disputes arising out of this Agreement. If the lessor has any equipment listed above registered under KEEPPEM ROLLING TRANSPORTATION CO LLC registration (aka plates or tags), the amount paid by KEEPPEM ROLLING TRANSPORTATION CO LLC. will be due immediately or deducted from the final settlement.

- There are no prorated registration refunds of any sort! All registrations paid to the state are paid in full and the state does not issue refunds, therefore KEEPPEM ROLLING TRANSPORTATION CO LLC cannot issue refunds.

(a) Operation and Control; Relationship of Parties

The parties hereby intend to create the relationship of carrier and independent contractor, and NOT the relationship of employer and employee. Neither Lessor nor Lessors employees or agents shall be considered employees of the Lessee at any time under any circumstances. Neither party is the agent of the other nor neither party shall have the right to bind the other by contract or otherwise, except as specifically provided by this Agreement.

(b) Lessor shall be solely responsible for operation of the Equipment. Lessor shall operate the Equipment in such a careful manner as to protect and safeguard Lessee's cargo and Lessor shall be solely responsible for all losses or damage to cargo occurring through the negligence of Lessor or Lessor's employees and agents including shortages, spillage and contamination while making deliveries. Lessor shall have a right to refuse to carry any load offered by Lessee under the terms of this Agreement.

(c) Lessor shall be solely responsible for all operational costs of the Equipment including, but not limited to, costs of license plates, permits, decals, fuel, fuel taxes and services, oil, tolls, ferries, bridges, scales, deadhead miles, detention and all other road expenses.

(d) Lessor shall be fully responsible for and shall indemnify Lessee against any loss and expenses incurred for any fines including, but not limited to, any overweight and overlength and traffic violation fines. Violations of any state or federal rules shall constitute material breach of this Agreement and may be grounds to terminate this Agreement by the non-breaching party.

(e) Lessor shall be fully responsible for and shall indemnify Lessee against any costs of damage and repair to any property owned, rented or maintained by Lessee if such damage results from the operation or control of the Equipment by Lessor or Lessor's employee(s) or agent(s) or if such damage is related to the fulfillment of Lessor's duties and obligations under this Agreement.

(f) Lessor shall report all accidents involving the Equipment to the insurance carrier, law authorities and Lessee as soon as practicably possible after their occurrence. An accident report must be submitted to KeepEm Rolling Transportation.

6. Maintenance

Lessor shall maintain the Equipment in good, safe and working order, capable of passing all Department of Transportation, Interstate Commerce Commission and any other state and federal regulatory inspections and, upon request, shall provide Lessee with copies of all such inspection reports within reasonable period of time. Lessor shall be solely responsible for the costs of all maintenance of the Equipment.

Lessor is responsible for maintaining and anticipated maintenance record for all regular maintenance such as oil changes and annual vehicle inspections and provide a copy of that record to KEEPEM ROLLING TRANSPORTATION CO LLC upon request. Copies of invoices for service and regular maintenance, are required by KEEPEM ROLLING TRANSPORTATION CO LLC for its proper maintenance filing.

7. Insurance

(a) Lessor shall be fully responsible for his cost of all insurance including, but not limited to, Bobtail, Physical Damage, Liability (with the minimum of \$1 million in coverage) and Cargo (with the minimum of \$100,000 in coverage) Insurance. Lessor shall also be fully responsible for any additional insurance coverage including, but not limited to, "additional insured" and Workers' Compensation Insurance coverage, if applicable, for any of Lessor's employees and agents. These costs will be deducted weekly by the Lessee from the Lessors weekly settlement. It is at the Lessor discretion to maintain their own personal insurance on their equipment to be covered while on on their personal time. As such an occurrence may happen on personal time set coverage through Lessee will not be covered as such.

Problems resulting from the negligence of the contractor/driver and leading to harm of a fellow contractor/driver, the general public, loss to the company, its employees or customers will be the responsibility of the driver/contractor. The \$1,000.00 deductible will be deducted from the contractor/driver's paycheck.

If a load is refrigerated the contractor/driver MUST check the condition and temperature of the refrigerated trailer every 2 hours, check the fuel level in the trailer, and provide KEEPEM ROLLING TRANSPORTATION CO LLC with separate fuel receipt (deductible for cargo claim is \$2,500.00). All contractors/drivers are required to provide complete protection and safety of the load by properly using load locks. Special attention is used when transporting produce (fruit, vegetables, meat). KEEPEM ROLLING TRANSPORTATION CO LLC will not be held liable for damaged loads due to contractor/driver negligence or improper inspection.

(b) Lessor shall NOT have an option of purchasing Physical Damage, Liability and Cargo Insurance policy through the Lessee. Lessor is responsible to secure a policy for the equipment's physical damage coverage and Bobtail.

(c) If Lessor chooses to carry its own Automobile Liability & Cargo Insurance, the coverage must meet or exceed the limits KEEPEM ROLLING TRANSPORTATION CO LLC. has on file. You must provide a Certificate of Insurance showing such limits. KEEPEM ROLLING TRANSPORTATION CO LLC. must be listed as the certificate holder AND be named ADDITIONAL INSURED underneath your current insurance policy.

8. Liability

(a) The Lessor shall be solely responsible for any damages caused by or during operation of the Equipment and for all claims arising out of the activities conducted by the Lessor or Lessor's employees and agents in furtherance of Lessor's duties under this Agreement.

(b) If the Lessee is sued or penalized because of Lessor's activities in violation of this Agreement, the Lessee shall have a right of action for full restitution.

(c) Lessor hereby releases and holds Lessee harmless from any claims by any other parties who may have or assert any interest in the Equipment.

9. Lessor's Employees and Agents

(a) Lessor shall be solely responsible for designating or hiring, subject to the approval of the insurance carrier and DOT and any other applicable federal and state rules and regulations, and disciplinary actions against Lessor's employees and agents.

(b) Any employees, drivers, helpers or agents of Lessor operating or exercising control over the Equipment shall not be considered to be employees of the Lessee. Lessor shall be solely responsible for all applicable wages, Social Security, Unemployment, Federal and State Assessment, Workers' Compensation and any other applicable payments and taxes for all employees and agents of the Lessor connected with handling of the Equipment.

(c) Lessor shall be solely responsible for acts of all Lessor's employees and shall indemnify the Lessee against any loss or damage resulting from any negligence, dishonesty and such other acts of Lessor's employees and agents which would result in liability under this Agreement if performed by the Lessor.

10. Proper Load Transfer

(a) All drivers must pick-up and deliver the load to its destination at appointed time. Any late pick-up or deliveries deductions due to contractor/driver's negligence will be the responsibility of the driver-contractor and not KEEPEM ROLLING TRANSPORTATION CO LLC.

(b) All drivers must inspect loading and check the weight of the truck at the nearest scale. If the truck and load are overweight, the driver must notify KEEPEM ROLLING TRANSPORTATION CO LLC immediately and return to the last shipper for a properly weighted load. KEEPEM ROLLING TRANSPORTATION CO LLC is not responsible for overweight ticket and violations.

(c) During loading, the driver must be attentive to the condition of the load. If the driver notices any damages during loading, they need to call KEEPEM ROLLING TRANSPORTATION CO LLC and inform of the condition of the load. KEEPEM ROLLING TRANSPORTATION CO LLC will inform the driver on what to do with the load. The driver must write down all damages on the bill of lading and have the appropriate shipper representative sign-off on the bills. The driver must also verify the number of pallets that were loaded, so he/she can find out if the appropriate load is picked up.

KEEPEM ROLLING TRANSPORTATION CO LLC must be informed of all problems during loading and unloading so KEEPEM ROLLING TRANSPORTATION CO LLC may resolve these problems in a timely manner. During loading and unloading, the driver is to abide by the rules and regulations of the shipper and never to leave the truck completely unattended.

11. Paperwork

Upon completion of delivery, all drivers must send the following:

- (a) Bill of Lading with documentation of all unloading fees
- (b) Expense Reports and Receipts
- (c) Complete driver daily logs (**No logbooks, no checks**) and vehicle maintenance reports
- (d) D.O.T. Federal and State Inspection reports
- (e) Accident Report (if any)
- (f) Driver Trip Report
- (g) All contractors/drivers are required to keep an accurate daily logbook. The contractor/driver, not KEEPEM ROLLING TRANSPORTATION CO LLC, will pay any violation tickets due to logbook irregularities.
- (h) If the Police order the truck to be **OUT OF SERVICE** due to logbook violation(s), **KEEPEM ROLLING TRANSPORTATION CO LLC MUST be**

informed immediately and the contractor/driver will be subject to **IMMEDIATE TERMINATION**

(i) All contractors/drivers agree to pay all fines imposed for violation of any law or regulation by state or any location in which the contractor/driver operates, The Department of Transportation, where such violations result at least partially, from the acts or omissions of contractor/driver.

12. Road Problems

- (a) All contractors/drivers must complete a **PRE-TRIP inspection on the truck and trailer, according to the law.** \$50 fine if not turned in
- (b) KEEPEM ROLLING TRANSPORTATION CO LLC must be informed of any problems noticed by the contractor/driver during pre-trip inspections.
- (c) Any violation tickets will be at the expense of the driver

damage due to the negligence of the driver will not be acknowledged or paid by KEEPEM ROLLING TRANSPORTATION CO LLC . It will be a responsibility of the driver.

(e) Any tire damages due to the negligence of the driver will be paid by the contractor/driver.

13. **Examples of Causes for Immediate Discharge**

- (a) Dishonesty
- (b) Immoral conduct while on duty
- (c) Fighting
- (d) Possession of or being under the influence of any illegal substance
- (e) Contraband
- (f) Possession of or being under the influence of alcohol
- (g) Failure to immediately report any accident
- (h) Failure to carry out instructions or direct order(s) of a supervisor
- (i) Theft
- (j) Leading or participating in any activities that are deemed detrimental to KEEPEM ROLLING TRANSPORTATION CO LLC
- (k) Any conduct not listed above which can be deemed detrimental to KEEPEM ROLLING TRANSPORTATION CO LLC

KEEPEM ROLLING TRANSPORTATION CO LLC will provide contractor/driver with all identification required by all applicable government authority with respect to the motor vehicle equipment to be used under this agreement. All such identification shall be affixed to the vehicle listed in the LIST OF EQUIPMENT LEASE FORM, while such equipment is not being used to perform service for the company pursuant to this agreement. Contractor/driver shall remove all identification items from vehicle and return them to KEEPEM ROLLING TRANSPORTATION CO LLC. No final payment will be made until such contractor/driver has removed all identification belonging to KEEPEM ROLLING TRANSPORTATION CO LLC and returned them to KEEPEM ROLLING TRANSPORTATION CO LLC.

14. **All Drivers Must Be Aware**

- (a) Contractors/Drivers Must Check in between 8:00 am and 12:00 pm every day and also after being loaded and unloaded.
- (b) KEEPEM ROLLING TRANSPORTATION CO LLC must be notified immediately in case of an emergency.
- (c) Failure to comply with the above will result in a FINE of \$50.00 per occurrence for each contractor/driver.
- (d) Contractors/drivers must notify KEEPEM ROLLING TRANSPORTATION CO LLC immediately after incurring an unloading fee by calling or leaving a message. Failure to do so will result a deduction from the paycheck. All unloading bills must be attached to the appropriate Bill of Lading.
- (e) Contractors CANNOT HIRE drivers without KEEPEM ROLLING TRANSPORTATION CO LLC knowledge. Every driver who is driving under the authority of KEEPEM ROLLING TRANSPORTATION CO LLC needs to undergo the hiring process that KEEPEM ROLLING TRANSPORTATION CO LLC has established including a pre-employment drug test.
- (f) All units insured by KEEPEM ROLLING TRANSPORTATION CO LLC are required to travel at the legal posted limit
- (g) All tolls are the responsibility of the Lessor. Running tolls without paying will result in termination
- (h) All accidents, no matter how minor, are reported to the dispatch within 2 hours. In the case of a major accident (over \$2,500.00 or personal injury) that the dispatch is notified before leaving the scene
- (i) All violations received (while on duty or off duty) be reported within 24 hours of the incident as well as a copy of any ticket received be submitted to the company within 24 hours .
- (j) All drivers maintain a punctuality rating of 100%.

15. **ICC Authority**

Lessee shall maintain and provide Lessor with a copy of the authority granted by the Interstate Commerce Commission. Lessee shall also maintain and provide Lessor with copies of the authorities of the states where Lessee conducts business. Upon termination of this Agreement, Lessor shall return all such copies to Lessee.

16. **Use Tax and Permits**

Lessee shall provide Lessor with any applicable permits and fuel tax documentation required in the states where Lessee conducts business. However, Lessor shall remain solely responsible for any of such tax payments.

17. **Signs** After 30days

Lessee shall provide Lessor with signs containing Lessee's name, state of operation, number, unit number and any other information required under state and federal laws. Lessor shall return any such signs to Lessee.

the ICC authority number, USDOT
Upon termination of this Agreement,

Neither the failure of either party to insist upon the performance of any term of or to exercise any rights conferred by this Agreement shall be construed as waiving any such term or right.

19. **Settlement Period**

Carrier shall settle with respect to services provided under this Agreement within 15 days after Owner- Operator's submission in proper form, of those documents necessary for Carrier to secure payment, including, but not limited to trip reports, bills of lading, delivery receipt or other proof of delivery, and properly completed drivers' daily logs as required by the Department of Transportation. In addition, Owner- Operator shall provide Carrier with all original fuel receipts, toll tickets (for mileage tax purposes) and all other documents and reports requested by Carrier, but not as a condition for payment under this provision. Carrier shall have the right to review all of Owner-Operator's documents and records pertaining to the use of the Equipment and to the services provided under this Agreement.

20. **Charge Back**

Carrier shall charge back to Owner-Operator at time of payment or settlement, all expenses below, and all other additional expenses that Carrier has borne that, under this Agreement, Owner- Operator is obligated to bear. Carrier shall provide Owner-Operator with written itemization and documentation of all charge backs prior to making such charge backs.

(a) Carrier's Authorized Deductions From Owner-Operator's Compensation:

Carrier shall have authority to deduct from any compensation owed to Owner-Operator, or have the right to offset with respect to any funds held by Carrier, the following items:

1. Any advance of any kind made by Carrier to Owner-Operator and/or his/her drivers.
2. Payment for any loss or damage to third persons up to \$1,000.00 per occurrence (as an insurance deductible)
3. Payment for any loss or damage of cargo up to \$2,500.00 per occurrence (as an insurance deductible)
4. Unless Owner-Operator provides items listed below, Carrier may, but is under no obligation to, initially pay for and later charge back to Owner-Operator and/or deduct from any compensation owed to Owner-Operator and/or reserve funds immediately at time of settlement, any of the following:
-License registration fees; fuses; reflectors; lights; light bulbs; citations; repair; cash advances; cargo claims; accident claims; insurance; tires; telephone expense; towing charges; and other repairs or maintenance for Owner-Operator's equipment

21. **Final Settlement**

With respect to final settlement, the failure on the part of Owner-Operator to allow Carrier to remove and recover all identification devices and other property belongings to Carrier shall constitute a breach of Agreement. Such breach shall entitle Carrier to withhold any payments owed to Owner-Operator until such obligations are met. The parties agree that, in addition to any other right, remedy or claim Carrier may have, Owner-Operator shall pay Carrier \$50.00 per day for Owner-Operator's failure to allow Carrier to remove and recover such property. Carrier shall have a period of forty-five (45) days after termination of this Agreement to verify the account of Owner-Operator as to money owed and to make appropriate deductions before final settlement.

22. **Severability**

Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Agreement shall be prohibited by or invalid under applicable law, such prohibition or invalidity of any portion of this Agreement shall not affect the validity of the remaining portions.

23. **Survival**

The parties agree that each and all provisions of this Agreement that expressly or impliedly continue after termination of this Agreement do and will continue indefinitely and do survive any termination.

This Agreement contains the entire understanding between the parties and supersedes any prior agreements between the parties concerning the subject matter of this Agreement. This Agreement may not be modified except by in writing and signed by both parties.

21. **Governing Law and Venue**

The laws of the State of Illinois, including the laws regarding conflict of laws, shall govern this Agreement and any related dispute. Any legal action by either party concerning this Agreement shall have venue in and all parties shall submit to the personal jurisdiction of the Circuit Court of Cook County, Illinois. Lessor and Lessee waive trial by jury in any action arising under this Agreement.

INDEMNIFICATION

Driver shall indemnify and hold KEEPEM ROLLING TRANSPORTATION CO LLC harmless from any damage, expense or loss incurred by KEEPEM ROLLING TRANSPORTATION CO LLC, including attorney fees, court costs, and expense of investigation, defense, settlement, or other resolution of claim, whether or not by a third party, arising from the driver's (1) default in the performance of its obligations hereunder, (2) failure to comply with any law, statute or ordinance applicable to him, (3) operation of the equipment leased and (4) an actual or alleged act or omission of driver.

ACKNOWLEDGEMENT OF INDEPENDENT CONTRACTOR/DRIVER



I, _____, agree to be considered by KEEPEM ROLLING TRANSPORTATION CO LLC as an independent contractor/driver, retaining sole responsibility for all withholding and employment taxes due to Federal, State or Local government. I agree to hold harmless KEEPEM ROLLING TRANSPORTATION CO LLC for any claims by any Federal, State or Local government agency, on account of wages, withholding and employment taxes.

I HAVE READ AND UNDERSTOOD THE ABOVE RULES FOR KEEPEM ROLLING TRANSPORTATION CO LLC AND DO HEREBY AGREE TO ADHERE AND FOLLOW THEM AT ALL TIMES: KEEPEM ROLLING TRANSPORTATION CO LLC

NOTICE: DO NOT SIGN THIS AGREEMENT BEFORE YOU READ AND UNDERSTAND IT.

LESSOR:

Signature: _____

Lessor's name: _____

_____ Date

LESSEE: _____

Lessee: KEEPEM ROLLING TRANSPORTATION CO LLC
Stacy Denning, President

_____ Date

Addendum for Carriers with their own authority needing to lease on to allow their authority to age:

You will need to check with your state as to the requirements in order to maintain your authority you may be allowed to drop your cargo however you **MUST** maintain the 1,000,000 in liability.

You will **NOT** be bound by the time frame of this contract. We just ask that you give at least 2 weeks notice before going back under your own authority.

You **MUST** supply the following:

- Copy of Authority
- Copy of Ins cert with KeepEm Rolling Transportation Co LLC listed as "AN ADDITIONAL INSURER"
- W9
- Copy of drivers license along with a copy of your current MVR
- Copy of Cab Card
- Copy of medical card
- Copy of Truck and Trailer Registration
- You will need to contact your state's DMV to see what you will need to update the DOT/TIN on the driver's registration. (provide a copy of that update)
- If your CDL a copy of a current DOT drug test

You will be added under KeepEm Rolling Transportation's ins as a driver the additional cost will be discussed and deducted from your settlements at a reasonable rate providing you have a clean MVR

If you are not ready to sign, please allow time to ensure filings are being done.

The following will need to be on your truck visible by 50ft

Leased To
KeepEm Rolling Transportation Co LLC
Wichita KS
316-880-2351
US DOT 4068756
MC # 1348307

Magnetic signs can be ordered from us with our logo if you would like
They **MUST** be returned after contract is complete or the cost to replace will be deducted from final pay.

Signature

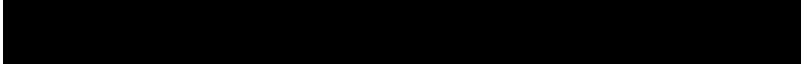
LEASE AGREEMENT

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

I, **KEEPER ROLLING TRANSPORTATION CO LLC**

(Carrier/Registrant)

, and

 (Equipment Owner)

are parties to a written Lease Agreement (Agreement), whereby the Equipment Owner has leased to the Carrier certain motor vehicle equipment listed below, owned and controlled by the Equipment Owner, whereby the Equipment Owner is providing the Carrier as operator or operators of the Equipment for the purpose of loading, transporting and unloading freight.

II. The Original Agreement is on file at the Carrier's General Office. A copy of this Lease Agreement and receipt for the Equipment must be carried on the Equipment as required by 49 CFR §376. Carrier verifies that the Equipment is being operated by the Carrier, pursuant to the terms of the Agreement.

III. Equipment Owner/Equipment Information

Name: _____ Phone #: _____

dba: _____ Contact: _____

Address: _____ FEIN: _____

Year: _____ Make: _____ VIN: _____ Unit #: _____

IV. Duration of Lease Agreement and Termination

The Lease Agreement shall begin on the date below and shall remain in effect until terminated by either party, giving notice to that effect. Notice may be given personally, by mail or by email at the address or number shown in the Lease Agreement.

MOTOR CARRIER/REGISTRANT

By:  _____

Date: _____

MC #: 1348307

USDOT #: 4068756

EQUIPMENT OWNER

By: _____

Date: _____



WWW.UPDF.COM

Department of the Treasury
Internal Revenue Service

Request for Taxpayer

Give Form to the

Identification Number and Certification

requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

Individual/sole proprietor or single-member LLC Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____	C Corporation	S Corporation	Partnership	Trust/estate
---	---------------	---------------	-------------	--------------

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

- [] [] -

OR

Employer identification number

-

Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here

Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T

(tuition)

- Form 1099-C (canceled debt)

- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.