

Equipment Lease and Driver Agreement, I.C.

Christy Transport LLC, DOT 3243844("Lessee") and _____
SSN/EIN # _____ enter into and agree to be bound by this Equipment
Lease and Driver Agreement.

1. Owner represents that Owner holds title to and/or has the authority to lease certain motor vehicle equipment described in the attached Addendum No. 1. For the duration of this Lease, Owner leases equipment to Lessee for the transportation of property, and Lessee shall have exclusive possession, control and use of said equipment.
2. Owner agrees to furnish a competent, reliable and physically fit operator or driver to operate the Equipment as part of the consideration of this Agreement. Owner represents that driver or operator furnished, shall be in conformance with all regulatory requirements of the United States Department of Transportation, including Hazardous Materials, as well as state and federal motor carrier safety laws and regulations including, but not limited to: securing a physical and drug examination certificate, completion of record of duty status and other required reports. Owner represents that driver or operator shall be familiar with state and federal motor carrier safety laws and regulations and that driver shall comply with, and cooperate in meeting all United States Department of Transportation rules and regulations.
3. This Agreement shall be effective upon signing and shall remain in effect for at least (90) days and there after until terminated in writing by either party.
4. Lessee agrees to pay Owner for the Equipment and driver at \$.90 per mile based on single driver and the clients loaded miles for the operation of the Equipment by Lessee or by any other party that the Equipment is leased to by the Lessee. Individual deviations from this enumeration must be added to Addendum 1. If Lessee is moving a load for a broker that doesn't reimburse Christy Transport LLC at a rate of \$1.10 Per mile, Lessee will only be paid the rate per mile the broker is paying Christy Transport LLC less \$50.00 to cover administration costs, (Flat Rate). Maintenance and repair of the Equipment by Owner, and related operational expenses, Payment to Owner for trips under permanent or authorized subleases shall be made by Lessee within eight (8) days after submission to Lessee of log books required by the Department of Transportation and those documents necessary for Lessee to secure payment from the shipper.

As a prerequisite to payment, the Owner or his driver must deliver to Lessee, prior to payment, (1) bills of lading or shipping orders, (2) delivery receipts, (3) log sheets, (4) trip manifests, (5) mileage reports, (6) original fuel purchase receipts, (7) state or federal inspection reports, (8) accident or damage reports when applicable.

5. Owner shall be responsible for paying all costs or operating the Equipment including, but not limited to, such items as maintenance, repairs, fuel, lubricants, tires, compensation of driver, licenses, registration fees, toll charges, and all other operation expenses, with the exception that Owner hereby requests Lessee to secure for Owner those state, IFTA, Uniform Registration permits necessary for operation of the Equipment and Lessee hereby agrees to secure for the Owner said permits at actual cost of the value at the time this agreement is signed. Owner is not required to purchase or rent products, equipment, or services from Lessee.

6. It is agreed that Lessee will deduct the sum of \$0.00 per tractor contained in Addendum No. 1 as a security deposit, (escrow). This amount will be refundable in increments to the Owner of the Owner of the Equipment specified after 120 days of the termination of this agreement, less any adjustments for claims or liabilities arising out of the operation of the Equipment by the Owner or driver, and only after all properties of Lessee or any authorized carrier are returned to Christy Transport LLC Said properties include, but not be limited to Driver logs, log binder, permits, door signs, Uniform Registration, fuel card, DOT regulations books & hazardous book and all other paperwork regarding Christy Transport LLC returned to said company within thirty (30) days of termination or security deposit, (escrow) will be forfeited in its entirety.

7. It is agreed by the Owner that Lessee can deduct the total amount of \$500.00 per tractor in the event that this lease is cancelled by either party within ninety (90) days of the date of this agreement. It is further agreed that this fee represents an administration fee and will be deducted regardless of the cause for lease cancellation.

8. It is agreed by the Owner that if owner negates contract prior to the expiration date of said IRP plates all monies deducted from owner for purchase of company sponsored IRP plates will be forfeited with no refund.

9. In the event of cargo loss, liability or physical damage resulting from negligence by Owner or driver, the Owner shall be held liable for the total amount of any cargo deductible in effect, for Lessee or DOT carrier, at the time of the loss or damage, but said amount shall not exceed \$2,000.00 each for Cargo, Liability and Physical Damage. Negligence shall include, but not be limited to: claims resulting from poor loading, loss due to improper or inadequate securement, faulty equipment, loss or damage to striking fixed or permanent objects or any single vehicle accident or incident.

10. It is agreed that Owner shall be responsible for selecting properly qualified drivers to operate the Equipment. Also, Owner will provide Workman's Compensation Certificate and shall determine the details and the means of performing the services, including the manner in which the Equipment is operated and the routes selected, in conformance with regulatory requirements and operating procedures of the DOT carrier and Lessee. Owner and drivers in owner's equipment shall indemnify and hold harmless Christy Transport LLC and all of its customers regarding Medical and Workman's compensation claims.

11. It is agreed that Owner will hold Lessee and DOT Carrier harmless from and all claims by shippers for loss or damage to cargo, as to the extent described in paragraph 9. Owner will fully indemnify and hold harmless Lessee and DOT Carrier for claims for personal injury or property damage arising out of the use of the Equipment. In no event shall Lessee be liable for injury to the driver or helpers. Owner also agrees to indemnify and hold harmless Lessee and carrier from any claims arising out of the operation of Equipment under any sublease. Lessee may withhold payment of any and all sums then or thereafter due Owner, to the extent of any claims described in this paragraph until their final determination, at which time such amounts shall be applied to the satisfaction of said claims.

12. It is specifically agreed and understood by Owner that this Agreement is intended to and does create an independent contractor relationship between Lessee and owner. Owner or Owner's employees are not employees of Lessee or DOT Carrier and shall not under any circumstances be entitled to collect unemployment compensation benefits from Lessee. Owner agrees to supply Lessee and DOT carrier with a valid certificate of insurance showing Workers Compensation with statutory benefits and Employer Liability, and Non-Trucking Liability in the amount of \$500,000.00 in effect, and to keep records and to pay on behalf of Owner's employees, agents and representatives all social security taxes, worker's compensation insurance premiums, and any and all existence or which may come into existence in the future, throughout the term of this lease.

13. In no event shall Lessee/and/or DOT Carrier be held responsible for any liability for Owner's employees, agents or representative arising under any worker's compensation law, throughout the term of this lease.

14. Owner warrants and represents that Owner and owner's agents including but not limited to Owner's drivers, shall fully and faithfully comply with all rules and regulations of DOT or any other governing or regulatory agency. Owner and Owner's agents, including but not limited to Owner's drivers, hereby agree to submit to Lessee/and/or DOT Carrier all logs and fuel purchase receipts, promptly and accurately completed, as directed by Lessee/and/or DOT Carrier. In the event that Owner and Owner's agents, including but not limited to Owner's drivers, fail to submit accurate and complete drivers logs or fuel purchase receipts and such failure shall result in an assessment against Lessee/and/or DOT Carrier, Owner agrees to reimburse Lessee/and/or DOT Carrier for such assessment, fine or forfeiture and Owner hereby authorizes Lessee/and/or DOT Carrier to withhold and offset from amounts owed to Owner under this Agreement.

Furthermore, Owner hereby authorizes Lessee/and/or DOT Carrier to withhold and offset against any compensation owed to Owner the amount of any Fuel Tax liability which becomes due by the DOT carrier as the result of the owner or its' agents not purchasing a proportionate share of fuel in each state to offset miles traveled and fuel used on a state by state basis.

(A) It shall be assumed that Owner's vehicle operated at the respective fleet average for that quarter per gallon of fuel and that the respective state tax rate will be assessed.

(B) The total miles reported by Owner or Owner's agent shall be divided by the fleet average miles per gallon which will equal the number of gallons used. The number of gallons submitted by Owner number of gallons used. The difference between the number of gallons used and the number of gallons submitted shall be multiplied by respective state tax rate per gallon and this will be the amount of the charge-back to the Owner for fuel tax that is owed. All state surcharges which are not paid at the pump are owed at the appropriate state rate based on number of gallons used on a per trip basis.

Lessee/and/or DOT Carrier shall have the right to charge-back to the owner the amount of any assessment, fine or forfeiture and any unreported fuel tax as calculated above from any regular payment owed to Owner, prior to making any deductions from the compensation owed to Owner. Lessee/and/or DOT Carrier shall provide Owner with written explanation and itemization of all such deductions.

15. Owner agrees to purchase Satellite Communication, or a cellular phone for communication purposes at the inception of this contract.

In Witness Whereof the parties have signed this Equipment Lease and Driver Agreement on the date set forth below.

Date: _____

Contractor Signature

Date: _____

Christy Transport LLC
Representative

ADDENDUM NO 3

Revision # _____

Date: _____

The following described Equipment is hereby leased to Christy Transport LLC and made part of and attached to the equipment lease and driver agreement.

Equipment

MAKE	YEAR	VIN #	PLATE #	STATE	EXP

Owner Insurance

OWNER furnished Lessee evidence of Insurance in amounts equivalent to minimum requirements prescribed, said insurance being as follows:

INSURANCE COMPANY:

POLICY NUMBER:

AGENT NAME & ADDRESS:

RECEIPT FOR POSSESSION OF MOTOR VEHICLE EQUIPMENT

Received from: _____ (OWNER) on _____ 11 :00 AM the equipment described above.

Christy Transport LLC

By: _____

Title: Safety

OWNER RECEIPT FOR POSSESSION OF EQUIPMENT

Equipment described above has been returned on

At _____ to: _____

By: _____
Title: _____

CARGO LIABILITY DEDUCTION AGREEMENT

Under the terms of the Equipment Lease and Driver Agreement paragraph 8, the owner or driver is held liable for the first \$2,500.00 (deductible) for loss incurred for damage to cargo, liability loss and or physical damage resulting from the negligence of the driver or owner.

We will reduce this deductible to a maximum of \$2,500.00 for which you agree to pay to Christy Transport LLC "Lessee" the amount of Twenty Five Dollars, \$25.00 each month for each vehicle leased throughout the term of the Equipment Lease and Driver Agreement.

I with the intent to be legally bound, I accept the
Terms of this Agreement and agree to the monthly
charges as stated herein.

I "Owner" decline this reduction in liability and
understand that I am liable for the combined
deductible of amount of \$2,500.00.

Contractor Signature

Date: _____

