



# SEV7NTY TRUCKING LLC

## OWNER OPERATOR LEASE AGREEMENT

THIS agreement, entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ between SEV7NTY TRUCKING LLC MC# 1321864 DOT# 3737664 (Hereinafter designated as “Carrier”), and

\_\_\_\_\_,  
(Hereinafter designated as “Owner Operator”),

**WHEREAS**, 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) 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, Owner Operator shall provide to Federal Motor Carrier Safety Administration certificate showing Owner Operator holds contract authority from such commission covering the commodities and transportation routes to which this agreement relates, and 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, 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 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 12 months. The 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 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 Owner Operator shall employ all persons operating trucks hereunder, that such persons shall be and remain the employees of the Owner Operator, that the 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 Owner Operator engages any subcontractor for any portion of the work hereunder, such engagement will not alter the relationship of the Owner Operator to the Carrier as an independent contractor and shall not establish any relationship or obligation between Carrier and any subcontractor. 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) 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 Owner Operator's failure or the failure of 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 Owner Operator, subcontractors, its agent, employees, or representatives.

- i) 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 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) 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 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 Owner Operator is not to display the name of Carrier upon or about any of the 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 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 Owner Operator. Any limitations on ~~the~~ exemptions from liability contained in a Owner Operator's tariff, receipt, bill of lading,

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

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

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 Owner Operator hereunder occurring, while same remains in the care, custody or control of Owner Operator or to any other persons to whom the Owner Operator may have entrusted said goods and before said goods are delivered as herein provided or returned to Carrier.

## **4. INSURANCE:**

- a) Owner Operator agrees to comply with the insurance requirements of the Federal Motor Carrier Safety Administration and the states through which the Owner Operator operates. Insurance for owner operator will be added under the same policy as carrier and will be paid for by owner operator.
- b) The 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 Owner Operator's responsibility under clause

**5. ASSIGNMENTS:**

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

**6. TAX LIABILITY:**

Owner Operator agrees to assume full responsibility for any applicable taxes due for revenue generated by Owner Operator. All settlements paid by Carrier to Owner Operator are not taxed and Carrier will not held responsible for withholding of taxes for Owner Operator.

**7. CONFIDENTIALITY:**

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.

**9. EQUIPMENT TO BE OPERATED BY OWNER OPERATOR UNDER SEV7NTY TRUCKING LLC:**

TRACTOR VIN NUMBER: \_\_\_\_\_

YEAR: \_\_\_\_\_ MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_

TRAILER VIN NUMBER: \_\_\_\_\_

YEAR: \_\_\_\_\_ MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_

- a) Owner operators' equipment shall have displayed Sev7nty Trucking LLC name and authority number in accordance with state and federal law.
- b) Once this contract has ended or been dissolved owner operator will promptly (within 24 hours) remove Sev7nty Trucking LLC identification from equipment.
- c) Owner operator will not at any time contract themselves to move freight for any company other than Sev7nty Trucking LLC while displaying SEV7NTY TRUCKING LLC's logo, name, and/or authority number.

## **10. PAYMENT TERMS:**

- a) Carrier will pay owner operator within 15 days after receipt of signed bills for freight shipped.
- b) Carrier will retain or shall be paid 20% of gross revenue generated by owner operator for all freight transported or any service provided while owner operator is operating under SEV7NTY TRUCKING LLC authority.
- c) Carrier will provide quick payment to owner operator prior to 15 days if requested and signed freight bills are received for an additional charge of 5% of gross payment amount.
- d) Signed POD (proof of delivery)/Bills of lading will be submitted electronically to Carrier within 6 hours after load has been delivered, Preferred phone app is Cam Scanner.
- e) All original freight documents will be turned in to Carrier within 7 days after load is complete. Documents will be submitted in the following manner,
  - i. All documents pertaining to specified load must be stapled / paper clipped together.
- f) If detention is to be requested the following conditions must be met.
  - i. Truck needs to arrive at the designated appointment time.
  - ii. Broker and carrier needs to be notified when truck arrived on site.
  - iii. In and Out times need to be documented on the signed BOL
  - iv. Broker and carrier needs to be notified once truck has been waiting for 2 hours
- g) If customer fails to pay Carrier for services provided by Owner Operator and Owner Operator has already been paid then Owner Operator will be responsible to reimburse Carrier. Carrier will make every attempt to collect from customer!

## **11. RESPONSIBILITY FOR COSTS:**

- a) Owner operator will be responsible for the below listed costs of operation:
  - i. Registration and or licensing of equipment
  - ii. State inspections
  - iii. Fuel, DEF, and any other product used by owner operators equipment
  - iv. Permits of any kind including trip, oversized or overweight load, and fuel
  - v. Scale tickets
  - vi. Insurance (insurance must be purchased under carrier policy except physical damage coverage)
  - vii. Maintenance, parts, and repairs
  - viii. Loading and unloading costs (some may be refundable if specified on load documents)
  - ix. Fines received by DOT, FMCSA, or any state / federal authorities for unlawful conduct
  - x. Taxes on revenue
  - xi. Fines or fees imposed by brokers, shippers, or receivers for late or missed appointments
- b) Carrier will prepay select costs of operation listed above (not to exceed total cost of outstanding balances due to Owner Operator) for owner operator and will debit those costs from amount owed to owner operator, repayment break down is listed in (section 12)

## **12. REPAYMENT PRIORITY:**

Carrier will maintain weekly settlement sheets showing all checks and balances, below is the priority order for debits to be made from owner operators load payments on weekly basis.

- a) Percentage due to carrier
- b) Repayment of leased equipment
- c) fixed yearly cost items (insurance, load boards, ELD service, etc)
- d) Variable costs (maintenance, repairs, and fuel)

## **13. HOURS OF SERVICE:**

- a) Owner Operators are required by FMCSA and carrier to follow all applicable hours of service laws.
- b) Owner Operator must use an ELD device and maintain service through SEV7NTY TRUCKING account subscription provider.

## **14. MONTHLY INSPECTIONS**

All operators are required to complete monthly inspections on owned trucks and trailers. If inspection reveals mechanical issues that would result in an out of service violation then such issues must be corrected before equipment continues operation.

**15. 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 Texas.

**16. SIGNATURES:**

By signing below you are agreeing to all terms, conditions, policies, procedures, and penalties outlined in this lease agreement and the provided hand book.

- OWNER OPERATOR DBA: \_\_\_\_\_  
NAME \_\_\_\_\_  
SIGN \_\_\_\_\_  
DATE \_\_\_\_\_ HAND BOOK RECEIVED INITIAL \_\_\_\_\_

- SEV7NTY TRUCKING LLC (CARRIER)  
AUTHORIZED REPRESENTATIVE \_\_\_\_\_  
SIGN \_\_\_\_\_  
DATE \_\_\_\_\_  
<https://www.sev7ntytrucking.site>