

Lease Agreement for Trucks, Tractors, Etc

State of _____

County of _____

This memorandum of an agreement is made and entered into between _____, lessor, and _____ company, of _____, state of _____, lessees.

Lessor has and does lease and let to lessees _____ motor trucks fully described by engine number, state license number, manufacturer, and capacity, on the back of this agreement, for a period of _____ weeks beginning _____[Date], and ending _____[Date], both inclusive, subject to the following terms and conditions.

The aforesaid trucks are being leased primarily for transportation of _____[commodity] from _____ to _____ or other port cities; and _____ or other commodities from _____ and other port cities to _____. Lessees agree to pay lessor as rental for each of the trucks the sum of \$_____ per week, plus an additional sum equal to \$_____ per ton mile, for all commodities transported from _____ and other port cities to _____, respectively on each of the trucks during such lease period.

Lessor represents that the motor trucks are in first class condition and in every respect suitable for the transportation of _____; that each and all of the trucks have been licensed and are so constructed and equipped as to comply with all the rules and regulations governing their operation over the highways of this state carrying net loads of the respective amounts as represented on the back of this agreement. Any repairs necessary to keep the trucks in good running condition throughout the life of this lease shall be at the expense of lessor; and in the event that the operation of any truck should be suspended for purposes of necessary repairs during the life of the lease, such loss of time shall be considered to be for the account of lessor and the life of the lease shall be extended, without additional rental payment, for a corresponding period in order to compensate lessees for such loss of time.

Lessees, during the term of this lease, are to have absolute control and use of the motor trucks in the same manner as though they were the absolute owners. Lessees will employ and have absolute control and supervision of the operators of the trucks; however, lessees agree not to permit any persons to whom lessor objects in writing as not being careful and competent drivers to operate any of the trucks, if on investigation the lessees find such objections well founded. On the other hand lessor agrees to waive any claim and relinquish and release lessees from any liability for any injury or damage occasioned to the trucks during the term of this lease, whether caused by negligence of the driver or otherwise.

Lessor agrees, at lessor's expense, to carry fire, theft and accident insurance to protect lessor against loss and injury to the trucks.

Lessor also agrees, at lessor's expense, to carry public liability insurance with proper rider or omnibus clause so as to fully protect lessees in the amount of \$_____ for death or injury to one person

and \$_____ for death or injury to two or more persons growing out of the same accident, and in amount of at least \$_____ for property damage. This insurance must be carried in a company authorized to do business in this state and to be in all respects both as to company and form of policy, acceptable to lessees.

_____, Lessor

_____, Lessees

[Date]