**LG EXPRESS LLC**

MC# [**MC-36172**](http://li-public.fmcsa.dot.gov/LIVIEW/pkg_carrquery.prc_carrlist?n_dotno=3022352&s_prefix=MC&n_docketno=36172&s_legalname=&s_dbaname=&s_state=) – USDOT# **3022352**

LEASE AGREEMENT

THIS AGREEMENT made and entered into this **07/27/2017** between **Felipe Guanche Camejo** hereinafter referred to as a LESSOR located at  **2013 FRY RD APT 1409KATY, TX   77449-3356** and **LG EXPRESS LLC**

**.** Hereinafter referred to as a LESSEE located at **KATY TX 77449**

**EQUAMENTS : FRTH 2007 1FUJA6AV47LY20355**

WITNESSETH:

1. LESSEE is a motor contract carrier of property authorized by the federal highway administration by permit number 3556 to provide sand & gravel load under contract with shipper and receivers
2. LESSOR is the owner and driver of the tractor and trailer described authorized and empowered to execute this agreement now therefore, in consideration of the representation made herein, the parties agree as follow:
3. The LESSEE hereby leases the equipment(s) and services of LESSOR, owned and described in appendix “A” LESSOR certifies that the equipment(s) subject to this lease meets U.S. Department of Transportation (DOT) safety requirements and standards, and LESSEE shall inspect equipment(s) and shall determine that such requirements and standards have met at the time of execution of this lease.
4. Possession of equipment(s) described on appendix “A” will be transferred under the terms of this lease from LESSOR to LESSEE beginning at the date and time of execution of this agreement and continues until either LESSEE or LESSOR serves cancellation in writing.
5. During the term of this lease agreement the LESSEE shall have exclusive possession, control, and use of the equipment(s) described in appendix “A” and LESSOR agrees to properly identify equipment(s) with the LESSEE Federal Highway Administration’s MC# and DOT#
6. LESSOR agrees to comply with all safety regulations required by DOT and the various states in which operations are conducted
7. LESSOR will provide the following information required by DOT before hauling for LESSEE:

* Driver application for employment
* Employment eligibility verification
* Statement of proper on-duty time
* Statement of all violations
* Driver road test
* W-9 form
* Investigation of previous employment
* Pre-employment drug test
* Valid driver license
* Medical card
* Driver record

1. The parties to create and independent contractor relationship between LESSEE and LESSOR, and not an employer-employee relationship intend this agreement. LESSOR therefore is responsible for providing his own workers compensation insurance, employment and income taxes. Further any drivers or employees of LESSOR are complete responsibility of the LESSOR.
2. LESSOR will not permit anyone else drive the equipment(s) described on appendix “A” until LESSEE has approved of new driver. LESSOR will turn in all of the following mentioned above before letting anyone else drive the equipment(s).
3. Provided LESSOR has given to LESSEE properly executed paperwork consisting of driver logbook and documents necessary for LESSEE to secure payment from shipper/broker for the load(s) as required by LESSEE for each load made. LESSEE agrees to pay to LESSOR weekly and in no event more than fifteen (15) days from the receipt of said paper work for and inconsideration of providing Motor Carrier Services under this agreement. LESSEE agrees to compensate LESSOR in the amount of 87% of gross payment of the load.
4. LESSOR is responsible for providing all fuel, repairs and maintenance to tractor and trailer. Tolls, Ferries, Citations, Detentions, etc. are responsibility of LESSOR. If it becomes necessary for LESSEE has the right to deduct such cost from LESSOR compensation at the time of payment or settlement.
5. LESSEE is responsible to file any documents to the proper authorities for the LESSOR this include but not limited to driver logbook, fuel taxes, IFTA, and insurance
6. The LESSOR has the responsibility to maintain bobtail insurance. LESSEE will maintain cargo coverage of $100,000 and liability insurance of 1,000,000 due to plants requirements, such coverage shall be maintained while under this lease. LESSOR shall pay insurance cost for operation of LESSOR’S equipment(s) while in the services of LESSEE. LESSOR is responsible to cover all cost of accidents occurred while hauling for LESSEE.
7. It is the duties of LESSOR to properly determine the condition of the freight at the time such freight is picked up from shipper and further duty to transport shipment to its destination in as nearly the same condition as when it was picked up. The LESSOR will inspect all shipment at the time of loading and mark any exception or condition on the bill of lading or receipt.
8. Either party LESSOR or LESSEE may cancel this agreement upon written notice. It is agreed that any loads in transit will be delivered prior to cancellation and all required paperwork would be turned in prior to final settlement or payment. Any pending balance from LESSOR will be deduct from final settlement or payment. The LESSOR agrees to remove all identification signs or devices from the equipment(s) upon termination of the lease and return such signs or devices to LESSEE. If identification has been painted directly on the equipment(s), then LESSOR agrees to furnish a photograph of both sides of the equipment(s) showing identification has been removed or painted over. Failure to furnish evidence of the removal of identification from equipment(s) will result in the withholding of the final settlement or payment.
9. This agreement is to becomes effective day **07/28/2017** and shall remain in effect for a period of one year from such date and from year to year thereafter, subject to the right of either party therefore cancel or terminate the agreement at any time with written notice of one party or the other. In witness whereof this agreement has been entered into executed by duly authorized representatives of LESSOR and LESSEE.

LESSEE LESSOR

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NAME & TITLE NAME & TITLE

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_