

Atlas Move, LLC | **VEHICLE LEASE AGREEMENT**

This Vehicle Lease Agreement (“Agreement”) is made and entered into as of the ____ day of _____, 2025, by and between:

Lessor (Owner):

Name: _____

Address: _____

Phone: _____

(“Lessor”)

■ and

Lessee:

Atlas Move, LLC

100 W Big Beaver Road, Suite 200, Troy, MI 48084

Phone: +1 (586) 782-6223

USDOT Number: 4383008 (“Lessee”)

1. VEHICLE DESCRIPTION & OWNERSHIP

1.1 Vehicle Details. The “Vehicle” subject to this Agreement is described as follows (to match what the insurance company will require):

- Make & Model: _____
- Year: _____
- VIN (Vehicle Identification Number): _____
- License Plate Number: _____
- State of Registration: _____

1.2 Ownership.

- a) Lessor is the sole and lawful owner of the Vehicle.
- b) Lessor is responsible for title, registration, licensing, and any taxes/fees related to ownership.
- c) Lessee acknowledges that the Vehicle remains Lessor’s property at all times; Lessee’s rights are limited to those expressly granted in this Agreement.

2. LEASE TERM & USE

2.1 Term. This Agreement shall become effective on the date first written above and shall continue until terminated by either party upon seven (7) days’ prior written notice to the other party.

2.2 Permitted Use by Lessee.

- a) Lessee is authorized to use the Vehicle solely for operating freight under Lessee’s MC and USDOT numbers (including loading/unloading, pickup/delivery, deadhead, etc.).
- b) Lessee may assign **one (1) driver** (“Lessee’s Driver”) to operate the Vehicle under Lessee’s authority. That driver must hold a valid state driver’s license appropriate for this non-CDL vehicle (e.g., a Class D license).
- c) Lessee may use the Vehicle for **unlimited mileage** during the Term

whenever it is dispatched under Lessee's MC authority.

d) Lessor retains the right to use the Vehicle for personal or business purposes—provided Lessor coordinates with Lessee (see Section 2.3 below).

2.3 Exclusivity & Coordination.

a) **Only one (1) driver** may operate the Vehicle at any given time: either (i) Lessee's Driver while under Lessee's authority, or (ii) Lessor for personal/business use.

b) Lessor must notify Lessee in writing (email or text) at least **24 hours in advance** of any intended personal/business use; Lessee must likewise notify Lessor at least **24 hours in advance** of any scheduled dispatch that requires the Vehicle.

c) Neither party shall operate the Vehicle during a confirmed use period by the other party.

3. LEASE PAYMENT & COMPENSATION

3.1 Lease Payment. The lease payment for the Vehicle is **\$0 (zero dollars)**. Lessee shall have **no obligation to pay** Lessor any monthly, weekly, or per-mile lease fee, now or in the future.

3.2 No Other Compensation. Under no circumstances shall Lessor seek rental fees, late fees, or other payments from Lessee beyond the zero-dollar lease. Lessor expressly waives any right to claim additional compensation or legal damages related to Lessee's use of the Vehicle under this Agreement.

4. INSURANCE & LIABILITY

4.1 Lessor's Responsibility (Personal/Owner Use).

a) Whenever Lessor is operating or permitting others to operate the Vehicle for personal or business use (not under Lessee's MC authority), Lessor shall maintain and pay for all required insurance (e.g., personal auto liability, collision, comprehensive).

b) Lessor is fully responsible for any damage, loss, fines, or legal claims arising from Lessor's use, including accidents, parking/toll violations, vehicle theft, vandalism, or any citations.

c) Lessor shall defend, indemnify, and hold harmless Lessee (and its members, managers, employees, agents, successors, and assigns) from any and all claims, liabilities, damages, fines, penalties, costs, and expenses (including reasonable attorneys' fees) arising from Lessor's operation of the Vehicle.

4.2 Lessee's Responsibility (Under MC Authority).

a) Lessee shall, at its sole cost, procure and maintain a **commercial auto liability insurance policy (BMC-91X)** naming Lessee ("Atlas Move, LLC") as the primary insured, covering the Vehicle whenever it is operating under Lessee's MC authority. This policy must meet all **FMCSA minimum requirements** (e.g., \$750,000 for general freight).

b) Lessee shall provide Lessor with a copy of the declarations page (and any valid Certificates of Insurance) showing coverage under Lessee's MC authority. Lessee must also provide proof of filing to FMCSA.

c) Lessee (and Lessee's Driver) shall be fully responsible for any damage, loss, fines, or legal claims arising from Lessee's operation of the Vehicle under Lessee's authority, including but not limited to cargo damage, accidents, traffic violations, ELD/HOS violations, or regulatory citations.

d) Lessee shall defend, indemnify, and hold harmless Lessor (and its officers, directors, employees, agents, successors, and assigns) from any and all claims, liabilities, damages, fines, penalties, costs, and expenses (including reasonable attorneys' fees) arising from Lessee's use of the Vehicle under Lessee's MC authority.

4.3 No Gaps in Coverage. At all times, there must be either (i) Lessor's personal/owner-based coverage when Lessor drives, or (ii) Lessee's commercial auto liability coverage when Lessee's Driver drives. If there is ever any lapse in insurance, the responsible party's insurer must treat it as

though coverage never lapsed, and the responsible party shall also indemnify the non-responsible party for any losses caused by that lapse.

5. MAINTENANCE & INSPECTIONS

5.1 Lessor's Responsibility.

a) Lessor shall keep the Vehicle in safe, roadworthy condition at all times. This includes all scheduled maintenance (oil changes, tire rotations, brake service, etc.), state inspections, and any repairs required by law.

b) Lessor is responsible for scheduling and paying for all routine maintenance, repairs, and safety inspections, unless such maintenance/repairs result directly from Lessee's use (see Section 5.3).

5.2 Lessee's Duty.

a) Lessee (or Lessee's Driver) must perform and document **daily pre-trip and post-trip inspections** as required by FMCSR §§396.11 and 396.13 whenever the Vehicle is in use under Lessee's authority. Lessee must immediately notify Lessor of any defects or mechanical issues.

b) Lessee shall not operate the Vehicle if it is unsafe or fails any required inspection. Lessee must promptly coordinate with Lessor for necessary repairs.

5.3 Cost Allocation.

a) If repairs or maintenance are required due to Lessor's negligence or personal use, Lessor shall pay all costs.

b) If repairs or maintenance are required due to Lessee's use (including reasonable wear and tear from freight operations) or Lessee's Driver's negligence, Lessee shall pay all costs.

c) In the event of disagreement over cost responsibility, both parties shall obtain written estimates from a licensed repair facility. The party responsible for the damage (as determined by inspection reports, mechanic's findings, or mutually agreed evidence) shall bear the repair costs.

6. DRIVER & OPERATIONAL REQUIREMENTS

6.1 Authorized Driver. Only the following individual may operate the Vehicle when it is under Lessee's MC authority:

- Name: _____
- Valid State Driver's License No.: _____ State: _____
- Proof of current, valid license must be provided to Lessor before any use.

6.2 Lessor's Use (Personal/Business). Lessor may operate the Vehicle for personal or business purposes when it is not scheduled for Lessee's dispatch. Lessor must notify Lessee in writing (email or text) at least **24 hours in advance** of any intended use. Lessee must not schedule the Vehicle during any confirmed Lessor use period.

6.3 Compliance with Law. Both parties (Lessor and Lessee) agree to comply with all applicable federal, state, and local laws and regulations. Each party is responsible for ensuring its permitted driver maintains a valid license, insurance, and any endorsements required by law.

7. INDEMNIFICATION & DEFENSE

7.1 Lessor Indemnifies Lessee. Lessor shall defend, indemnify, and hold harmless Lessee (and its members, managers, employees, agents, successors, and assigns) from any and all claims, liabilities, losses, damages, fines, penalties, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or related to:

- a) Any acts or omissions by Lessor (or Lessor's invitees) during Lessor's use of the Vehicle;
- b) Lessor's failure to maintain required personal/owner-based insurance or registration when Lessor drives;
- c) Any loss, damage, or liability caused by Lessor's negligence, recklessness, or willful misconduct.

7.2 Lessee Indemnifies Lessor. Lessee shall defend, indemnify, and hold harmless Lessor (and its officers, directors, employees, agents, successors, and assigns) from any and all claims, liabilities, losses, damages, fines, penalties, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or related to:

- a) Any acts or omissions by Lessee (or Lessee's Driver) during Lessee's use of the Vehicle under Lessee's MC authority;
- b) Lessee's failure to maintain BMC-91X insurance or FMCSA compliance;
- c) Any loss, damage, or liability caused by Lessee's negligence, recklessness, or willful misconduct.

7.3 Third-Party Claims. If a third party brings a claim that triggers indemnity hereunder, the indemnifying party must:

- a) Provide written notice to the other party within ten (10) days of receiving the claim;
- b) Assume control of the defense (including selecting counsel) at its sole cost;
- c) Not settle any claim without the other party's prior written consent if the settlement imposes any liability on the non-indemnifying party.

8. TERMINATION

8.1 Voluntary Termination. Either party may terminate this Agreement at any time by providing the other party **seven (7) days' prior written notice**.

8.2 Immediate Termination.

- a) Lessee may immediately terminate if Lessor fails to maintain valid registration, title, inspection, or personal/owner-based insurance for the Vehicle.
- b) Lessor may immediately terminate if Lessee's Driver fails to maintain a valid state driver's license or if Lessee's BMC-91X insurance lapses.

8.3 Return of Vehicle. Upon termination for any reason, the party in possession of the Vehicle must return it to Lessor's registered address (or

another mutually agreed location) within **twenty-four (24) hours**, in the same condition as received, subject to reasonable wear and tear. If Lessee fails to return the Vehicle timely, Lessee shall be liable for \$50 per day as wrongful retention charges plus all costs of recovery (towing, storage, etc.).

9. CONFIDENTIALITY & NON-DISCLOSURE

9.1 Confidential Information. Each party may receive proprietary or business information from the other (e.g., customer lists, rates, routes, financial data). Both parties agree to keep such information strictly confidential and not to disclose it to any third party, except as required by law or necessary to perform under this Agreement.

9.2 Survival. The obligations of Sections 9.1 (Confidentiality) and 7 (Indemnification) shall survive any termination or expiration of this Agreement.

10. GOVERNING LAW, VENUE & DISPUTE RESOLUTION

10.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its conflict-of-law principles.

10.2 Venue & Jurisdiction. Any legal action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in Oakland County, Michigan. Each party consents to personal jurisdiction and venue in those courts.

10.3 Arbitration. If any dispute cannot be resolved through good-faith negotiation within thirty (30) days of written notice, the dispute shall be submitted to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association (“AAA”). The arbitration shall take place in Detroit, Michigan, before a single arbitrator appointed by AAA. The

arbitrator's award will be final and binding on both parties, and judgment may be entered in any court having jurisdiction.

11. SEVERABILITY

If any provision of this Agreement is found to be invalid, illegal, or unenforceable (in whole or in part) by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision. The parties agree to replace any invalid, illegal, or unenforceable provision with a valid, legal, and enforceable provision that most closely reflects the original intent.

12. ENTIRE AGREEMENT & AMENDMENTS

12.1 This Agreement constitutes the entire understanding between Lessor and Lessee with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, whether oral or written.

12.2 Any modification or amendment to this Agreement must be in a written document signed by both parties.

SIGNATURES

LESSOR (Owner):

Signature: _____

Printed Name: _____

Date: _____

LESSEE (Atlas Move, LLC):

Signature: _____

Printed Name & Title: _____

Date: _____