

JSK Trucking Company Inc  
 167 Rockbridge Rd SW  
 Lilburn, GA 30047  
 770-925-2877  
 Office: [JSKTrucking@gmail.com](mailto:JSKTrucking@gmail.com)



## MASTER LEASE AGREEMENT

(49 C.F.R. PART 379)

Termination Date: \_\_\_\_\_

From (date) \_\_\_\_\_ To UNTIL TERMINATED

This agreement is between (Name) JSK Trucking Company Inc MC# 477951

Address	City	State	Zip	Phone #
167 Rockbridge Rd SW	Lilburn	GA	30047	770-925-2877

Hereinafter called the Lessee, a carrier engaged int the business of transporting property by motor vehicle, AND

Owner-Lessor's Name) Soc. Sec/ EIN #

Address	City	State	Zip	Cell #
_____	_____	_____	_____	_____

hereinafter called the LESSOR, being the owner of or LESSEE with right of release to LESSEE herein, the equipment identified below.

TRUCK		TRAILER	
MAKE		MAKE	
YEAR		YEAR	
MODEL		MODEL	
VIN #		VIN #	
UNIT #		UNIT #	
LICENSE PLATE #		LICENSE PLATE #	

For and in consideration of the sum of \$ \_\_\_\_\_, or % of gross revenue, or \$ \_\_\_\_\_

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(cents/cwt; cents loaded mile), It is hereby agreed that the Lessor shall lease the vehicles identified below to Lessee for use in loading and transporting such property as Lessee may require for the time period specified and under the terms and conditions set forth below and on the reverse side hereof which are made a part hereof the same as if written below. Payment of said compensation is due and payable to Lessor within 15 days after submission of necessary delivery documents, Lessee identification device and other paperwork concerning trip in the service of Lessee. Such delivery documents and paperwork shall consist of logbooks required by the D.O.T. and those documents, listed as follows, necessary for the authorized carrier to secure payment from the shipper:

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The Lessor (Driver) shall be responsible for loading & unloading the property onto and from the motor vehicle. The compensation, if any, to be paid for this service is \$ \_\_\_\_\_

In addition, the Lessee (JSK) agrees to pay the Lessor (Driver) \_\_\_\_\_ % of all detention and accessorial service charges.

**Reminder to Lessee:** Motor carriers are required to use drivers who are qualified under safety regulations at 49 CFR secs. 391.63 and 391.65. Also, Section 395.8(j)(2) requires a motor carrier who uses a driver intermittently to obtain from that driver a signed statement giving the total time on duty during the immediately preceding 7 days and the time at which the driver was last relieved from duty prior to beginning work for the motor carrier.

SPECIAL INSTRUCTIONS: A security deposit of \$ \_\_\_\_\_ per week will be deducted from paycheck, until \$ \_\_\_\_\_ is accumulated. The money will be released to the Lessor upon termination.

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In witness whereof, the parties hereto have executed this Agreement at

Signature of Lessor: \_\_\_\_\_

Signature of Lessee (JSK): \_\_\_\_\_

**Notary stamp below**

CITY STATE DATE

LILBURN GA

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## AGREEMENT TERMS AND CONDITIONS

WHEREAS, LESSEE is a Motor Carrier engaged in the transportation of property in interstate commerce and whereas Lessor is the owner of the motor vehicle equipment as described on the reverse side or is a Lessee thereof with right of release to Lessee herein and desires to lease and hire said motor vehicle equipment to Lessee for the purpose of transporting freight thereon over the routes of Lessee in accordance with the Terms and Conditions of this Agreement. Now, therefore, in consideration of the mutual covenants and agreements herein contained, the parties do hereby agree as follows:

1. Lessor does hereby lease to Lessee the motor vehicle equipment as described on reverse side hereof:
2. It is understood that exclusive possession, control, use and responsibility for the operation of the equipment (including full responsibility to the public, the shippers, and all regulatory agencies having jurisdiction) shall be that of the Lessee from the time the Lessee takes possession of the equipment. The Lessee shall issue the Lessor at that time a receipt specifically identifying the equipment to be leased and the date and time of day possession is transferred. The Lessee's exclusive possession, control, use and responsibility for the operation of the equipment shall last until:
  - A. possession of the equipment is surrendered to the Lessor and the Lessor issues a receipt to the Lessee specifically identifying the equipment, date and time of day possession was returned to it; or
  - B. until possession of the equipment is returned to the Lessor or given to another carrier in an interchange of equipment where such is contemplated. Such receipts may be signed by the Lessor and Lessee or their authorized representatives and a copy thereof shall be carried in the equipment while the equipment is in the possession of the Lessee.
3. Lessee hereby agrees to pay Lessor compensation for the use of said motor vehicle and the transportation service performed as outlined on the reverse side hereof.
4. Lessee agrees to provide the Lessor whose compensation is based on a percentage of gross revenue, before or at the time of settlement, a copy of the rated freight bill, computer generated document, or in the case of a contract carrier another form of documentation that contains the same information. Furthermore, the Lessor has the right to examine the Lessee's tariff, regardless of the method of compensation.
5. Lessor agrees that he will at all times, during the existence of this agreement, keep said motor vehicle in good condition and repair. In addition, the Lessor agrees to pay for all fuel, fuel and mileage taxes (including New York Mileage taxes), empty mileage, permits of all types, tolls, ferries, and base plates and licenses (unused portions to remain with the Lessor). If the Lessee is authorized to receive a refund or a credit for base plates purchased by the Lessor from, and issued in the name of, the Lessee or if the base plates are authorized to be sold by the Lessee to another Lessor, the Lessee shall refund to the initial Lessor on whose behalf the base plate was first obtained a prorated share of the amount received.
6. Lessee further agrees that having assumed exclusive possession, control, use and responsibility for the operation of the equipment during the period of the lease. Lessee will comply with all laws, rules and regulations of the Federal Highway

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Administration, Department of Transportation or any other authority or administrative agency having jurisdiction over the operations of motor vehicles, individual state or Federal. Lessee agrees to maintain this lease on the equipment at all times during the lease term, or alternatively, maintain on the equipment the requisite identification statement called for by 49 C.F.R. § 376.11 (C).

7. Lessor agrees that it will indemnify Lessee through deduction or payment for any and all pilferage, spoilage, shortage, loss or damage to cargo, or for fines resulting from violation of any applicable Federal, state or municipal law or regulation which occur as a result of the negligence or alleged negligence of Lessor, its agents, servants or employees, provided that Lessee furnishes to Lessor, before any such deductions are made, a written explanation and itemization of the deductions computed. Except when the violation results from the acts of omissions of the lessor. the Lessee shall assume the risks and costs of fines for overweight and oversize trailers when the trailers are pre-loaded, sealed, or the load is containerized, or when the trailer or lading is otherwise outside of the Lessor's control, and for improperly permitted over-dimension and overweight loads and shall reimburse the Lessor for any fines paid by the Lessor.

8. Lessee agrees to provide all identification of equipment required by all government agencies. Lessor agrees to display on both sides of each leased vehicle operated under its own power, either alone or in combination, all such identification according to standards set by the government agencies and the Lessee. Those standards include, but are not necessarily limited to, the display of the name of the Lessee under whose authority the vehicle(s) is being operated and the certificate, permit, or docket number assigned to such operating authority by the Federal Highway Administration, or any other number, name, or identifying device required by any other government agency. Such display of name and number shall be in letters and figures in sharp color contrast to the background and shall be readily legible during daylight hours from a distance of 50 feet while the vehicle is not in motion. Such display shall be kept in such manner as to remain so legible. The display may be accomplished through use of a movable device.

9. Lessee further agrees that this lease shall terminate at destination stated, and that Lessee will remove all signs, Indications, or other evidence of name and certificate numbers belonging to Lessee before surrendering possession of equipment to Lessor. Lessor, however, agrees to assist Lessee by removing for him all such identification and returning the same to the Lessee, or to obliterate fully and immediately all such identification upon termination of this agreement. In case of lost or stolen identification devices, a letter certifying its removal, will suffice.

10. Lessee agrees to maintain insurance for the protection of the public in accordance with 49 C.F.R. 387 Subpart C and 49 V.S.C. § 13906. However, Lessor hereby agrees that it will indemnify and save the Lessee harmless, through deduction or payment, for any and all claims, suits, losses, fines, thefts, damages, liabilities, costs, or other expenses arising out of, based upon, or incurred because of injury to any person or persons or damage to property sustained or which may be alleged to have been sustained as a result of the use of the equipment leased hereby during the term of the lease by reason of any negligence or alleged negligence on the part of the Lessor, its agents, servants, or employees. Lessor further agrees to furnish Lessee a certificate of insurance naming Lessee as additional insured. Lessor agrees to obtain at his own expense bobtail and deadhead insurance. Insofar as damage to property is concerned, Lessee shall furnish to Lessor a written explanation and itemization of the deductions computed before such deductions are made. Nothing contained in this Paragraph 10 shall be construed to in anyway limit the liability of the Lessee to the public in connection with the use of said equipment under this lease.

11. Lessee agrees that the Lessor is not required to purchase or rent any product, equipment, or services from the Lessee as a condition of this agreement

12. Lessor retains the status of an independent contractor the Lessee Named, and Lessor Further agrees to be responsible for and provide workers compensation coverage for all drivers furnished to Lessee.