



LEASE AGREEMENT CONTRACT

This Lease Agreement Contract ("Agreement") is made as of the ____ day of _____, _____ between DS Hotshot LLC with a mailing address of 211 E Alamo St , City of Carrizo Springs, State of Texas ("Lessor"), and _____ ("Lessee").

WHEREAS the Lessee desires to obtain a contract that allows for an asset's use but does not convey ownership rights of the asset.

IN CONSIDERATION of the promises and other good and valuable consideration, the parties agree as follows:

I. Lease. The Lessee acknowledges that they will, at all times, faithfully, industriously, and to the best of their skills, experience, and talents, perform all of the duties required of the Position. In carrying out these duties and responsibilities, the Lessee shall comply with all Lessor policies, procedures, rules, and regulations, both written and oral, as are announced by the Lessor from time to time. The Lessee must follow all the FMCSA rules and 49 CFR Part 40.

II. Description. The Lessee is required to perform all of their necessary job functions and duties, and all other duties.

The **CDL** Lessee (does **not** apply to Non-CDL) agrees to acquire apportioned plates under DS Hotshot, LLC for the following vehicle:

- VIN -
- YEAR -
- MAKE -
- MODEL -

- The Lessee is responsible for paying for the above mentioned vehicles: apportioned plates, insurance, ELD device(\$50 per month) permits, scales, tolls, fuel and maintenance. Lessee will pay \$2500 for an escrow account and to be fully vested within 3 months, balance will be credited back to the Lessee at the time of separation.
- The Lessor offers liability and cargo insurance as follows:
Automobile Liability: Combined Single Limit: \$1,000,000
Motor Truck Cargo: \$100,000 w/\$2,500 Deductible

The Lessee is liable for what we transport and shall be fully responsible to pay/cover if an incident, error or mistake from the Lessee/Driver conducting vehicle causes damage(s) to cargo.

The insurance and ELD device payments will be divided into weekly payments and debited from the payroll.

Lessee is to submit all fuel receipts, maintenance receipts/paperwork and permits to the Lessor.

Lessee agrees to follow the Company policies and procedures while operating a Company vehicle.

Thereby agree to abide by the following driving guidelines:

- I understand that an auto accident can affect my life, and the lives of others around me and my vehicle.
- I understand I will transport finished goods and raw materials over land to manufacturing plants or retail distribution centers.
- I will use the safety belt (seat belt) whenever operating a company vehicle, or whenever driving for company business.
- I will operate only those vehicles I am trained and licensed to operate. I will operate only those vehicles I am approved by my supervisor to operate
- I will always check vehicles for defects and adjust safety devices such as seat belts and mirrors before operating.
- I will never operate any vehicle when impaired by fatigue, medication, drugs, or alcohol or vehicles that I do not feel capable of handling in both normal and emergency situations.
- I will obey all laws, rules, regulations, and company policies. Use common sense and adjust speed and operation to conditions and possible hazards or dangers.
- I will not transport drugs or illegal substances. If I were to engage in criminal activity and/or transport drugs and/or illegal substances. I will be solely responsible for all fines and charges.

- Lessee is to submit Truck and Trailer maintenance reports monthly due by the 7th of each month.

III. Payment Amount. Lessee agrees to pay the Lessor the following compensation for the Service performed under this Agreement:

- 20% Which covers use of DS Hotshot LLC Authority, Payroll, Dispatching Services and Factoring

Hereinafter known as the “Payment Amount”.

IV. Payment Method. The Lessor shall pay to the Lessee the remaining of balance of Payment Amount from the business account: (check one)

Payment will be via: Cashapp, Zelle.

Hereinafter known as the “Payment Method”. The Payment Amount and Payment Method collectively shall be referred to as “Compensation” and will be paid once load(s) has/have been delivered.

V. Probationary Period. It is understood and agreed that the first 10 days of lease agreement shall constitute an initial term for the Lessee (“Probationary Period”). During the Probationary Period, the Lessor retains the right to exercise at will lease at any time and may terminate the Lessee at any time without notice or cause in accordance with State and Federal laws.

- **At-Will Lease Arrangement.** As the Lessor and Lessee will attempt, in good-faith, to a long profitable and good standing relationship, the employment relationship shall be considered “At-Will” which means the relationship can be terminated by either party. Furthermore, termination may be for any reason, at any time, and with or without cause. Any statements or representation to the contrary should be regarded as void and invalid.

- **Notice Required.** Termination of this Agreement must be made with at least 1-2 weeks notice to the other party.

Severance. Should the Lessor terminate this Agreement at any time after the Probationary Period, the Lessee:

X - **Shall Not be Entitled to Severance.** If terminated, the Lessee's pay, benefits, and any other privileges provided by the Lessor shall terminate immediately.

VI. Integration. This Agreement contains the entire agreement between the parties, superseding in all respects any and all prior oral or written agreements or understandings related to the agreement of the Lessee by the Lessor and shall be amended or modified only by written instrument signed by both of the parties hereto.

VII. Severability of Contract. The parties hereto agree that in the event any article or part thereof of this contract is held to be unenforceable or invalid, then said article or part shall be struck, and all remaining provisions shall remain in full force and effect.

VIII. Choice of Law. This contract shall be governed, interpreted, and construed in accordance with the laws of the State of Texas.

If the Lessee decides to accept this Agreement, please sign in the space indicated. The signature will acknowledge this Agreement has been read, understood, and agreed to the aforementioned terms and conditions.

IN WITNESS WHEREOF the Lessor has caused this Agreement to be executed by its duly authorized officers and the Lessee has agreed as of the date first above written.

LESSEE

Print Name _____

Signature _____

Date: _____

LESSOR

Print Name DS Hotshot, LLC

Signature _____

Date: _____