

TITAN TRUCKS, INCORPORATED
P. O. BOX 1353
LEVELLAND, TX 79336

TRAILER USE CONTRACT

THIS AGREEMENT made and entered into the state of Texas, Hockley County, on this ____ day of _____, 20____, by and between **TITAN TRUCKS, INC.**, a Texas corporation, (hereinafter referred to as "Carrier") and _____ (hereinafter referred to as "Contractor").

TERMS AND CONDITIONS OF TRAILER USE CONTRACT:

- (1) **Property Borrowed.** Carrier agrees to loan to Contractor the personal property described in Paragraph 2, hereinafter referred to as "trailer(s)".
- (2) **Trailer Use.** Contractor agrees to pay the following fees for maintenance of the trailer(s) and for cost of providing loads for the Contractor. The rate of 20% of gross revenue, derived from the shipments supplied to Contractor, is the fee.
- (3) **Term.** This agreement shall be effective for one (1) week from the signing date and shall continue in effect until terminated by either party by giving seven (7) days written notice, unless both parties agree upon a shorter notice period. Contractor agrees and understands that Carrier may immediately terminate this agreement upon failure of Contractor or Contractor's employee(s): (1) to operate and/or maintain its trailer(s) consistent with the terms and conditions of this agreement.
- (4) **Termination.** Contractor agrees that upon termination of this lease, Contractor shall return the trailer(s) and any equipment assigned to the trailer, such as "crank handle", to Carrier at one (1) of the following location(s): American Equipment, Lubbock, Texas or Carrier's physical location, Levelland, Texas or 4602 Martin Luther King Blvd. Lubbock, Texas. Carrier shall issue any credit or refund to Contractor, less any expense(s), within forty-five (45) days. There will be a \$60.00 charge for a "crank handle" if not returned with each trailer. Notification of return of the trailer and "crank handle" must be given to Charlie Miller (806) 893-1926.
- (5) **Return Charge.** Upon termination of the trailer agreement, should Carrier be required to pick up and return the trailer to a location specified in paragraph 4, Contractor agrees to a charge of three (\$3.00) dollars, per trailer, per one way mile.
- (6) **Equipment Use.** Contractor agrees to use the trailer(s) to serve Carrier's requirements for transportation of cargo and for no other purpose, without first securing permission from Carrier in writing.
- (7) **Insurance.** Contractor shall be responsible for and carry public liability insurance in the minimum amount of \$1,000,000 combined single limit, cargo insurance in the amount of \$25,000 per occurrence, and physical damage insurance in the amount of \$40,000, per trailer, on any and all Titan Trucks Inc. trailers in the Contractor's care, custody, and control. Further the contractors insurance company shall provide a certificate of insurance showing the limits required and naming Titan Trucks Inc. as an additional insured and certificate holder. Thirty (30) days notice of cancellation of coverage shall also be required. **It is the contractors responsibility to notify their insurance company of these requirements.**
- (8) Contractor agrees to hold harmless and defend Carrier from and against any and all claims, losses and/or damages on account of any injury to or death of any person(s) caused by any manner with the operation of the trailer(s) and against any/all claims losses and/or damage to the shipments that are supplied, under this agreement.

(9) Maintenance and Repairs. Contractor understands that Carrier shall be responsible for trailer maintenance and repair, which includes tire replacement, provided the expense is not due to Contractor's and/or its employee(s) negligence. Contractor agrees to make available the trailer(s) at a repair facility as directed by Carrier.

Contractor agrees to be responsible for repair and expense associated with any and all flat tires. Furthermore, Contractor agrees to be responsible for any and all repair costs due to collision, driver negligence, driver abuse, and for any and all trailer damages, outside of normal wear and tear, during the term of this trailer use agreement.

(9) Ordinary Wear and Tear. Contractor, upon termination of this trailer lease, agrees that the trailer will be returned to the Carrier in condition as originally received, ordinary wear and tear is expected.

(10) Inspection. The Carrier shall have the right from time to time, during reasonable hours, to enter upon Contractor's premises or elsewhere as needed, for the purpose of confirming the existence, condition, and the proper maintenance of the trailer(s).

(11) Default. Contractor agrees that if Contractor shall, at any time, violate any of the paragraphs of this trailer use agreement, Carrier may immediately demand surrender of the trailer(s) and may take immediate possession of the trailer(s). Carrier shall have the right to enter upon Contractor's premises, or elsewhere, for the purpose of retrieving Carrier's trailer(s).

(12) Collection. In the event that payment(s) and/or money(s) due to Titan Trucks, Inc. are placed for collection, Contractor agrees to pay all reasonable fees and costs of collection.

(13) State of Texas. The law of the State of Texas shall govern this agreement.

(14) Agreement Representations. This agreement is the entire contract between the parties and there are no promises, understanding, representations or warranties that are not contained within this agreement.

(15) Amendment. This agreement, in its entirety or in part, may be amended by Carrier by giving Contractor seven (7) days written notice.

(16) Acknowledgment. By initialing each page and signing this agreement, the parties acknowledge that they have read, understand, and approve each of the foregoing paragraphs.

It is the responsibility of the contractor to operate said equipment in compliance with all local, state and federal laws. Contractor must notify Titan Trucks Inc., of any necessary repairs and maintenance. Contractor must also operate with a current inspection sticker. Titan Trucks Inc. will pay for maintaining a current inspection sticker. However in the event of an expired inspection sticker, any fees will be paid for by contractor.

CARRIER:
Titan Trucks, Inc.

CONTRACTOR:

By: _____

By: _____

DRIVER INFORMATION

Driver's Name _____.

Driver's License Number _____.

Date of Birth _____.

of Years Commercial Experience _____.

Social Security Number _____.

Mailing Address _____.

Phone Number _____.

Nearest Relative _____.