EQUIPMENT LEASE AGREEMENT

Sample template reflecting the federal lease requirements of 49 CFR Part 376 | Provided by The McClure Agency

PLEASE READ FIRST - THIS IS NOT LEGAL ADVICE.

This document is a plain-language sample provided for educational reference only. The McClure Agency is an insurance agency, not a law firm, and nothing here is legal advice or a substitute for it. Motor-carrier lease requirements are set by federal regulation (49 CFR Part 376) and can be affected by your state's law and your specific arrangement. Before you sign or use any lease, have a qualified transportation attorney review it for your situation. Use this only as a starting point to understand the pieces a compliant lease generally addresses. The McClure Agency makes no warranty that this template is complete, current, or suitable for any particular use, and accepts no liability for its use.

This Equipment Lease Agreement ("Agreement") is entered into on ______________________ (date) between:

AUTHORIZED CARRIER (Lessee):	_______________________________________
USDOT / MC No.:	_______________________________________
OWNER-OPERATOR / OWNER (Lessor):	_______________________________________
Address:	_______________________________________

1. Equipment Leased

The Lessor leases to the Carrier the following equipment (the "Equipment"): Year ________ Make ______________ Unit/VIN ________________________. Additional units may be listed on an attached Schedule A.

2. Term and Duration (49 CFR 376.12(b))

This lease begins on __________________ and remains in effect until __________________, or until terminated as provided herein. The Carrier shall give the Lessor a receipt when it takes possession of the Equipment and the Lessor (or Carrier) shall give a receipt when possession is returned.

3. Exclusive Possession, Control, and Responsibility (49 CFR 376.12(c)(1))

During the term of this lease, the Carrier shall have **exclusive possession, control, and use** of the Equipment and shall assume **complete responsibility** for its operation, to the public, shippers, and all authorities, for the duration of the lease. This provision is required by federal regulation and does not, by itself, make the Lessor an employee of the Carrier.

4. Compensation (49 CFR 376.12(d) and (g))

The Carrier shall pay the Lessor: __________________ per __________ (e.g. percentage of gross, per-mile, or flat rate), paid within ____ days of ____________________. The Lessor has the right, upon request, to examine the **rated freight bill or a computer-generated document** containing the same rating information for loads covered by a percentage-of-revenue arrangement.

5. Expense Items (49 CFR 376.12(e))

The Agreement clearly identifies which party is responsible for each cost of operation, including fuel, fuel taxes, permits, tolls, base-plate/licensing, empty mileage, detention, and similar items:

Item	Paid by (Carrier / Lessor)

Fuel and fuel taxes	___________________________
Tolls, permits, base plates	___________________________
Maintenance and repairs	___________________________
Other: _______________________	___________________________

6. Insurance (49 CFR 376.12(f) and (j))

The Carrier shall maintain the primary auto liability and cargo insurance required for its operating authority, and shall have insurance for the protection of the public as required by federal law. The Agreement identifies who is responsible for providing each type of insurance and the cost of that coverage. Any insurance the Carrier provides on the Lessor's behalf, and any charge-back for it, is disclosed below. The Lessor is advised to carry its own **non-trucking (bobtail) liability** and its own **physical damage** coverage on the Equipment.

Coverage	Provided by	Cost / charge-back
Primary auto liability	_______________	_________________
Motor truck cargo	_______________	_________________
Physical damage (Equipment)	_______________	_________________
Non-trucking / bobtail liability	_______________	_________________

7. Charge-Backs (49 CFR 376.12(h))

The Agreement specifies all items that may be charged back to the Lessor and states that the Lessor may, upon request, obtain copies of the documents that support each charge-back. Charge-backs not disclosed in this Agreement shall not be deducted.

8. Products, Equipment, or Services (49 CFR 376.12(i))

The Lessor is **not required**, as a condition of entering into this lease, to purchase or rent any products, equipment, or services from the Carrier.

9. Escrow / Security Deposit (49 CFR 376.12(k))

If an escrow fund is required, the amount is _______________. The Agreement specifies the items to which the fund may be applied, provides an accounting to the Lessor, and requires the Carrier to return any balance to the Lessor within **45 days** after termination, less any amounts properly owed.

10. Termination

Either party may terminate this Agreement upon ____ days' written notice, or as otherwise provided by law. Upon termination, all required receipts, escrow accounting, and final settlement shall be completed as set out above.

Carrier (Lessee)

Signature: _____________________

Printed name: __________________

Date: _______________

Owner-Operator (Lessor)

Signature: _____________________

Printed name: __________________

Date: _______________

Reminder: This is a sample template for reference only, not legal advice. Have a qualified transportation attorney review any lease before you sign it. Federal lease rules are found at 49 CFR Part 376.