**EQUIPMENT LEASE AGREEMENT**

WAC 480-15-590 Vehicle Leasing Procedure

WAC 480-15-600 Responsibilities When Entering into a Lease Agreement

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Part 1 – Company Leasing the Vehicle / Lessee** | | | | | | | | | | |
| Company Name/Address: | | | | | | HG Permit Number: | | | | |
| **Part 2 – Company Owning the Vehicle / Lessor** | | | | | | | | | | |
| Company Name/Address: | | | | | | | | | | |
| **Part 3 – Vehicle Being Leased** | | | | | | | | | | |
| Vehicle Make and Year: | | | | | Serial Number: | | | License Number: | | |
| **Part 4 – Period of Lease** | | | | | | | | | | |
| Lease will begin on:  Date: Time: | | | | Lease will end on:  Date: OR  Until cancelled □ (check box) | | | | | | |
| **Part 5 – Compensation (see instructions on page 2)** | | | | | | | | | | |
| Compensation for Vehicle: | | | | Compensation for Driver: | | | | | | |
| **Part 6 – Lessee/Lessor Expense Agreement** | | | | | | | | | | |
| **Item** | **Lessee** | | **Lessor** | | **Item** | | **Lessee** | | | **Lessor** |
| Vehicle Licensing Fees |  | |  | | Equipment Rental Taxes | |  | | |  |
| Toil and Ferry Charges |  | |  | | Fuel and Oil | |  | | |  |
| Vehicle Loan Payments |  | |  | | Vehicle Maintenance | |  | | |  |
| Parts and Tires |  | |  | | Major Vehicle Repairs | |  | | |  |
| Insurance, Comprehensive |  | |  | | Minor Vehicle Repairs | |  | | |  |
| Insurance, Theft |  | |  | | Other (explain): | |  | | |  |
| Insurance, Fire |  | |  | | Other (explain): | |  | | |  |
| **Part 7 – Certification by Leasing Parties** | | | | | | | | | | |
| The parties signing this lease certify that they understand all of the provisions of WAC 480-15-590 and WAC 480-15-600 and agree to comply with those WAC rules. | | | | | | | | | | |
| Lessee Signature | | Date | | Lessor Signature | | | | | Date | |

**Instruction for Completing Equipment Lease Form**

**Your lease must be approved by the UTC before you operate the leased vehicle.**

To request approval from the UTC of an equipment lease you must:

Complete this form, including signature and date, or an alternate form that contains all of the required information.

Submit the completed form, in duplicate, to the UTC. Incomplete forms will be returned. If your lease is approved, an approved copy will be returned to you.

**Lease Requirements---Lessee must:**

* Have complete possession, control, and use of the vehicle during the lease period.
* Be in complete control of all permit operations.
* Provide liability, property damage, and cargo insurance for the vehicle.
* Ensure that the driver of the leased vehicle is an employee.
* Ensure that the vehicle is properly identified
* Comply with all safety rules and regulations.
* Bill and collect proper tariff rates and charges.
* Ensure that a copy of the approved lease is carried in all leased vehicles and a copy given to the owner of the vehicle.
* Keep a copy of the lease for one year past its expiration date

**To complete this form:**

**Part 1**

**Company Lease Vehicle/Lessee**

List the name and address of the company and its current household goods permit number.

**Part 2**

**Company Owning the Vehicle**

List the name and address of the company who owns the vehicle.

**Part 3**

**Vehicle Being Leased**

Enter information about the vehicle to be leased: Make and year; identification number and license number.

**Part 4**

**Period of Lease**

Enter the date the lease will begin and the date the lease will terminate or check the box if the lease will be in effect “until cancelled”.

**Part 5**

**Compensation**

This lease is for equipment only. The basis for compensation may be a set amount per day, week or month, or a percentage of the revenue that the vehicle generates. Compensation should be adequate to cover the expenses of the lessor. The driver of the leased vehicle must be an employee of the lessee and must be on the payroll of the lessee. Show in each box how compensation will be paid for both the use of the vehicle and the driver.

**Part 6**

**Lessee/Lessor Expense Agreement**

Place a check mark next to each item indicating whether the lessee or lessor is responsible for the expenses listed. If there are other expenses, list under “Other” and explain.

**Part 7**

**Certification by Leasing Parties**

Both parties to the lease must sign and date the form.

**Master Leases**

Master Leasing is a written leasing agreement between two permitted carriers which provides for the occasional use of equipment of one company by the other company. Master leasing does not require exclusive use of the lessor’s equipment. All the leasing requirements shown above (except for Part 2) applies to the lessee during the term of a master lease. An Equipment Lease Agreement form (with an attached equipment list, if required) must be approved by the commission before entering into a Master Leave Agreement.