

AGREEMENT FOR LEASED OPERATOR

This agreement is made on the day of the month of , 20____

BETWEEN

Borderline Freight Company Inc, having its offices in 12444 Windermere Dr., El Paso, TX 79928, Hereafter known as the Company;

AND

..... having its offices in
.....hereinafter referred to as "Independent Contractor" (which expression where the context so admits includes its successors and assigns).

and whereas

1.a) the Independent Contractor has (.....) # / truck and (.....) # trailer/semi---trailer units available in the Region (hereinafter referred to as the "Fleet") whose numbers and specifications are enlisted below.;

Unit #	Make/Model	VIN	Plate	Reg. State
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Independent contractors, by definition, are self-employed and because they are not employee's independent contractors are not covered by employment, labor, and related tax laws. Employers do not have to pay FICA (social security and Medicare) and FUTA (federal unemployment insurance) taxes on independent contractors, nor do they have to withhold federal income taxes for these individuals. The IRS, which estimates that it loses billions in tax revenue each year due to misclassification of employees as independent contractors, has cracked down on the problem in recent years.

Borderline Freight Company Inc., at the time of hire has been very clear to you the Independent Contractor, letting you know that as a company, we are not covering any of your business expenses, unless otherwise noted as loan and payable immediately. This action includes but is not limited to: Physical Damage Insurance to cover any of your units, Liability Insurance to cover any 3 party claim you may have, General Liability to cover your site of business as well as where you might load or unload, payroll, payroll taxes, any fee your employees might incur, and your own personal taxes as individual or business. It has been noted in this statement, that there might be other business expenses that has not been noted at this time, but are commonly business expenses, and Borderline Freight Company will not cover them.

12444 Windermere Drive
El Paso, TX 79928

It is hereby agreed;

Commencement, Duration And Termination Of Agreement 931 fax 915 858 3685

Borderline Freight Company has an option to renew the agreement for any further length of time by giving to the Independent Contractor a notice in writing or another Lease per Trip agreement.

If the Independent Contractor fails to perform as per terms stipulated in the agreement, this agreement will terminate immediately upon written notification by Borderline Freight Company.

Cargo Loss and Damage

It is specified by this and every agreement between the parties involved in this contract, that the one Called Independent Contractor is with no doubt the complete responsible party for all damages Caused by any of their units, drivers, or anything associated by the company name in question.

The Independent Contractor assumes full responsibility for cargo loaded onto his Fleet units and shall pay to Borderline Freight Company the value at final destination if cargo damaged and/or loss, as established, however caused, including leakage but subject to the exceptions hereinafter specified. For the purpose of this clause, leakage is defined as a shortage in the weight of bags/packages upon delivery at destination compared to their weight as declared on the waybill.

The Owner Operator shall take all necessary precautions to safeguard Borderline Freight Company's commodities loaded on his Fleet units, which shall be adequately secured, as established by the shippers recommendations at all times.

The Owner Operator shall not be obliged to load damaged cargo and will inform Borderline Freight this circumstance arises. Borderline Vacuum Service will not pay for damaged cargo transported in the Owner Operator Fleet.

The following circumstances, amongst others, shall be considered willful or negligent acts or omissions of the Owner Operator or its employees for which Borderline Vacuum Service will be entitled to compensation:

- (i) Loss or damage which in any way are caused or facilitated by negligence and/or dishonesty of any person or persons in the service and/or control and/or employment of the Owner Operator.
- (ii) Loss or damage caused by the misuse of vehicles.
- (iii) Loss or damage by the unauthorized carriage of persons and/or goods by the Owner Operator or its servants or employees on the Fleet units.
- (iv) Loss or damage due to cargo being wet by rain and/or fuel and/or by any goods being carried by the Owner Operator or its servants or employees on the Fleet units.

4.6 The following descriptions shall not be considered willful or negligent acts or omissions of the Owner Operator or his employees:

- (i) Loss or damage directly arising from war, invasions, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion or looting or pillage in connection therewith or from confiscation or requisition or destruction or damage to property by order of any Government or public authority

Owner Operator Obligations

During the course of this agreement, the Carrier shall:

Make Borderline Vacuum Service Additional Insured under its insurance company, having limits for cargo as \$250,000.00, and having a certificate faxed to Borderline Freight immediately since Borderline Freight

will have to have one in its possession before any load is taken

Take all such measures as may be necessary to ensure that all vehicles are in good operational condition at all times.

Ensure that all transport is carried out safely and as expeditiously as possible. Unjustified delays en route will be deemed breach of contract.

Ensure that the Fleet and respective crews are adequately insured, including insurance against third party liabilities, and hold Borderline Vacuum Service harmless against any claims arising from injuries, disability, death or loss as a consequence of negligence of the Owner Operator or any of his staff.

The Owner Operator shall be at all times Active and acting in a lawful way as established by all laws and regulations established by the Department of Transportation. From Drivers (Employees), Drug consortiums, and vehicle maintenance, ALL regulations must be followed strictly as that will prove the carrier to be fit for Borderline Vacuum Service to use as Owner Operator. In case any incident arises, Owner Operator will provide Borderline Freight any records needed to review the status of its company.

Owner Operator is totally responsible for all wages, workers compensation insurance, payroll and any other tax owed when owning a business of such kind. Owner Operator will keep Borderline Vacuum Service free of any responsibility to any of its employees or to self, in all time this agreement is in place. It is further understood, that Owner Operator stands as a leasing business separate in any way or form from Borderline Vacuum Service and, the Owner Operator, is completely liable to its employees, at all times, as well as liable to all governing laws of Transportation in any and all states. Owner Operator is completely liable and responsible in keeping all maintenance for each unit, as responsible in keeping all files for business, employee, & maintenance as prescribed by the Department of Transportation, and keeps Borderline Vacuum Service Harmless at all time.

Force Majeure

If at any time during the course of this agreement it shall become impossible for any of the parties hereto to perform any of its obligations for reasons of force majeure, that party shall promptly notify the other in writing of the existence of such force majeure, whereupon the party giving notice shall be relieved from such obligation or obligations as long as force majeure persists.

Notices

Any notice to be given under this agreement shall be validly sent if sent by telex or facsimile or delivered by hand to the party to be notified at the address herein indicated.

Arbitration

Any dispute arising from this agreement shall be referred to arbitration under Texas law, one arbitrator to be nominated by Borderline Vacuum Service and the other by the Owner Operator. In case the arbitrators shall not agree, then the decision of an umpire to be appointed by the two arbitrators shall be final and binding upon both parties. If one party fails to appoint an arbitrator for 14 (fourteen) clear days after the other party, having appointed his arbitrator, has served the party making default with notice to make the appointment, the party who has appointed an arbitrator may appoint that arbitrator

to act as sole arbitrator in the reference and his/her award shall be binding on both parties as if he/she had been appointed by consent.



12444 Windermere Drive
El Paso, TX 79928
915 790 0972 800 378 6931 fax 915 858 3685

Governing Law

Texas law, El Paso Texas, subject to Clause 12, governs this agreement hereunder.

In witness whereof, both parties have initial each page and after reviewing all requirements will sign accepting and biding contact.

Borderline Freight Company Inc.

Represented by: _____

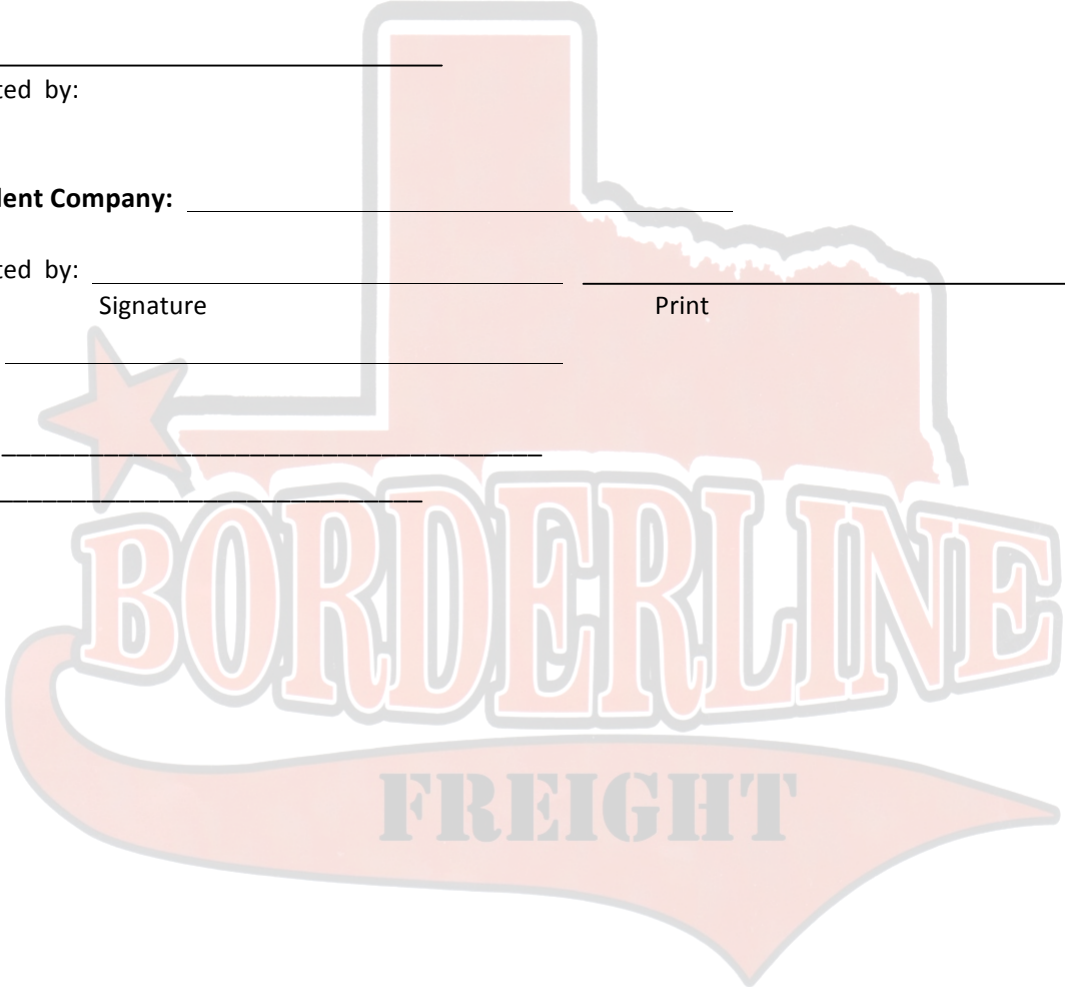
Independent Company: _____

Represented by: _____
Signature Print

EIN / SS# _____

Address: _____

Date: _____



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