OWNER/ OPERATOR AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ day of _____, by and between AAA CAB SERVICE INC, an Arizona Corporation whose physical address is 4525 E. University Dr., Phoenix, AZ. 85034 (hereinafter "AAA"), and _____ whose address is _____ (hereinafter "Contractor")

WHEREAS, Contractor is the owner of a _____ identified by Serial No. _____ as more fully described in Exhibit "A" attached and incorporated herein by this reference, together with all the replacement parts, repairs, additions, devices and accessories appurtenant thereto (hereinafter called the "Taxicab"); and

WHEREAS, AAA is the owner of a _____ radio identified by Serial No. _____ as more fully described in Exhibit "B" attached and incorporated herein by this reference, together with all parts, repairs, additions, devices and accessories appurtenant thereto (hereinafter call the "Radio")

WHERAS, Contractor desires to lease the Radio for said Taxicab from AAA and AAA desires to lease same to Contractor upon the terms and conditions herein contained;

WHEREAS, Contractor desires AAA to provide service on said Taxicab including dispatching and liability insurance;

NOW, THEREFORE, the parties hereby agree as follows:

1. Term. The term of this Agreement shall begin as of the date hereof and shall continue for one year and with automatic yearly renewals thereafter unless Contractor gives 45 days written notice of termination to AAA. AAA may cancel, however, for cause without prior notice.

2. Service and Lease Payments. Contractor shall make daily service and lease payments to AAA as specified in the rate schedule attached hereto and incorporated herein as Exhibit "C". At the end of the term of the Agreement, contractor shall return the Radio at his own expense to AAA at AAA's place of business in as good condition as when received, reasonable wear and tear accepted.

3. Deposit. Contractor agrees to deposit the sum of _____ Dollars ($_____) (hereinafter the "Deposit") with AAA. The Deposit shall be paid to AAA, by Contractor at the rate of Five Dollars ($5.00) per day until the Deposit has been paid in full. The Deposit will be held in the general accounts of AAA and need not be segregated. Upon termination of this Agreement for any reason,

there will be a 30-day period during which the Taxicab operated by Contractor will be inspected for damage and tickets of any kind outstanding against the Taxicab operated by the Contractor totaled. Any such items applicable to the Contractor or his Taxicab will be offset from the Deposit. Further should an inspection at any time or from time to time indicate damage to the Taxicab whether from an accident or minor dents and scratches, damage to the interior and its equipment will be offset from the Deposit. In such case, amount of the Deposit back to the Deposit amount set forth above. Any remaining Deposit after deduction amounts due and to owing upon termination will be refunded to Contractor. In addition to the Deposit set forth in this Paragraph 3, Contractor shall pay to AAA the sum of $2.50 as a processing fee upon execution of this Agreement.

4. Insurance. AAA will maintain liability insurance on the Taxicab. Contractor acknowledges that the insurance coverage afforded by AAA is limited only to liability and Contractor must provide any other coverage he may desire. In the event of any accident involving the Taxicab during the term of this Agreement, regardless of whether the accident is directly or indirectly caused in whole or in part by the negligence or operation of the Taxicab by Contractor or by any third party operator(s), Contractor agrees that he is directly responsible for the payment of such deductible amounts payable by AAA, not to exceed Seven Hundred Fifty Dollars ($750.00), which deductible amount may be collected from the Deposit to AAA pursuant to Paragraph 3 above. However, should all or any part of the Deposit be utilized to offset any deductible amounts owed by Contractor, Contractor agrees to immediately deposit with AAA the funds required to bring the Deposit back to the Deposit amount set forth in Paragraph 3 above.

5. Fares and Radio. A fare schedule is provided to Contractor. Contractor may use no other rate. The Radio set on AAA frequency will be installed. The Radio installed is and remains the sole property of AAA. AAA maintains a 24-hour radio dispatching service to assign calls. Contractor agrees to accept assigned calls regardless of the amount of money involved or the customer involved. Contractor agrees that usage of the Radio is limited to business between Contractor and AAA with utilization of proper radio procedures. No profanity, lewd statements, sarcastic comments, complaints or arguments shall be made on the Radio.

6. Maintenance and Repair and Liability for Damage. Contractor shall keep the Taxicab in good repair and safe condition during the term of this agreement and shall be responsible for all repair and maintenance of same. Contractor shall also be solely responsible for any auto lease payments, special permits, licenses, tags and emission testing. Contractor shall keep the Taxicab clean inside and outside. Contractor agrees to permit AAA or its representatives to inspect the Taxicab and Radio at any reasonable time. AAA has the right to inspect the Taxicab every 24-hours and failure by Contractor to present Taxicab for inspection within said time is a breach of this Agreement.

7. Gasoline. Contractor shall pay for all gasoline utilized.

8. Assignment. Without AAA's Prior written consent, the Contractor shall not assign, transfer, pledge, hypothecate or otherwise dispose of this Agreement or any interest therein or sublet or lend the Taxicab or permit it to be used by anyone other than the Contractor. Should the Contractor wish to utilize other personnel, written consent to the usage by said third party(s) shall be obtained from AAA prior to such use.

9. Independent Contractor Status. Contractor represents that he or she is a qualified driver and has a valid chauffeur's license issued by the State of Arizona. He or she will comply with all the rules and regulations of the Federal Motor Carrier Safety Regulations and abide by all laws, ordinances, rules and regulations of Federal, Municipal and any other governmental authorities. AAA does not reimburse Contractor for his of her business expenses. Contractor receives no health, medical, bonuses, bonding, nor fringe benefits from AAA, nor does AAA deduct, withhold, nor pay taxes, FICA, Worker's Compensation, nor unemployment insurance for Contractor. Contractor is not now nor has he or she been employed by AAA in Section S and tax matters are the sole responsibility of the Contractor, who aggress to accept full responsibility for any and all injuires or taxes that may lawfully be due to any governmental entity and to hold AAA harmless form any liability from nonpayment of taxes attributable to the labor or services furnished by Contractor. Contractor agrees to make no claim for Workman's Compensation or Unemployment.

10. Indemnification. Contractor shall save harmless AAA, its agents, servants, successors, and assigns, from and against all loss, damage, injury, claim, demands, and expenses, including legal fees, of whatever nature, (a) arising out of the use, condition (including but not limited to, latent and other defects, whether or not discoverable by it), or operation of the Taxicab by Contractor or any third party operator(s) during the term of this Agreement; or, in the event Contractor shall be in default as defined herein, (b) arising out of or resulting from the condition of the Taxicab when sold or disposed of after use by Contractor. The indemnities and assumptions of liability herein contained shall continue in full force and effect notwithstanding the termination of this agreement, whether by expiration of time, by the operation of law, or otherwise.

11. Default and Remedy. Upon default in the payment of rent, or upon breach of any other condition of this Agreement to be performed or observed by the Contractor, or if bankruptcy or insolvency proceedings are commenced against Contractor or if Contractor discontinues business or a receiver is appointed for the business of Contractor, AAA shall have the right without notice or demand, to terminate this Agreement, declare due, sue for and receive from the Contractor, the sum or all rents and other amounts due and owing under this Agreement, terminate this Agreement and retake possession of the Taxicab. If upon termination of this Agreement, the Contractor fails or refuses forthwith to deliver the Taxicab to

AAA, AAA shall have the right to enter any premises where the Taxicab may be found, forcibly if necessary, and to take possession of and remove the Taxicab without legal process. The Contactor releases any claim or right of action for trespass or damages caused by reason of such entry and removal; nor shall AAA be prejudiced from or breach of any conditions of this Agreement.

12. Notices. All notices required or permitted to be given pursuant to this Agreement shall be personally delivered or by the United States certified mail, postage prepaid, return receipt requested, addressed to the parties at the following address or at such other addresses as either party may advise the other from time to time in writing:

AAA: AAA Cab Services Inc.
4525 E. University Dr.
Phoenix, AZ. 85034

Contractor: _____
_____
_____
Social Security # _____ or
Employee ID# _____

13. Attorneys Fees. Should suit be instituted by either party to enforce any provision hereof, the prevailing party in such a lawsuit shall be entitled to receive from the other party its costs of suit and a reasonable attorney's fee as determined by the court in such suit or action.

14. Miscellaneous. This Agreement shall be governed and construed in accordance with the laws of the State of Arizona. Should any provision of this Agreement be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement, and al other provision shall remain in full force and effect. It is the intention of the parties hereto that in the event any provision of this Agreement is capable of two contractions, one of which render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

IN WITNESS WHEREOF the parties hereunto set their hands as of the date first above written.

"AAA" "Contractor"

_____