

## **TRAILER RENTAL AGREEMENT**

This Trailer Rental Agreement (“Agreement”) is entered into between 24/7 Trailer Rentals, LLC (“Company”) and the individual set forth below (“Renter”). The terms of this Agreement are in addition to any terms for use or payment for trailer Renter may execute online or at the Company’s location.

In consideration for being allowed to rent a trailer from the Company, Renter hereby agrees to the following.

### **1. Inspection and Responsibility**

- The lot is unattended, and trailers are not personally inspected between each rental. The Renter is encouraged to take pictures for their records as these may be the only method of inspection. Any damage to the trailer not documented by Renter at the time of picking up the trailer will be attributed to Renter.
- The Renter warrants they are knowledgeable in towing, hooking up the trailer to the vehicle, and using the trailer.

### **2. Trailer Use and Safety**

- Renter warrants they know and understand the capacity and capabilities of their own hitch and vehicle they are using with this trailer, and warrants the vehicle they are using is properly equipped for towing and capable of towing the trailer and load Renter wishes to tow.
- The Renter will not overload the trailer and is responsible for ensuring the load is properly secured and does not exceed the trailer’s stated capacity and capability.
- The Renter must use appropriate equipment to pull the trailer and load.
- The Renter is responsible for their load and for following all applicable laws or regulations.
- All tolls incurred during the rental period are the responsibility of the Renter and will be billed to the Renter.
- The Renter acknowledges that equipment ratings may vary and agrees to follow the limitations of the weakest component.
- Renter acknowledges they will not transport any dangerous or hazardous materials in or on the trailer.

### **3. Damage and Liability**

- The Renter is responsible for any damage to the trailer or equipment, including tire damage, during the rental period.
- In case of damage, the Renter will be charged for repair or replacement of the trailer or equipment as necessary, along with an administrative fee of \$50 per hour (with a one hour minimum) for all time spent by Company personnel directly related to the repair or replacement of the trailer.
- The Renter is responsible for any costs related to cleaning the trailer or equipment if it is not returned in an acceptable condition.
- If a trailer is abandoned or otherwise not properly returned to Company, the Renter will be liable for all towing and recovery costs plus an administrative fee.
- Renter is responsible for any downtime charges that may apply if the trailer is damaged while in Renter's possession and unavailable for subsequent rentals.
- The Renter must not modify the trailer or the trailer's systems, including, but not limited to, using any device or adaptor with Renter's vehicle to bypass the trailer brakes or electrical system.
- Any equipment malfunctions should be reported to Company immediately and Renter should halt use of the trailer if necessary. Although a jack is provided, Company recommends the use of roadside assistance, at Renter's expense, for any issues that render the trailer inoperable.

### **4. Insurance and Indemnity**

- Renter affirmatively warrants and represents they have state required minimum automobile liability insurance at the time of the rental, and provides proof of same at the time of rental. Renter recognizes that Company relies upon this representation in making this rental.
- Renter is responsible for the cost of any damage to the trailer incurred while the trailer is in Renter's possession not covered by Renter's insurance, regardless of whether the damage is caused by Renter or a third party
- Renter is responsible for the cost of any damage to the person or property of Renter or of any third party which in any manner relates to or arises from

Renter's use of the trailer, including, but not limited to, all amounts not covered by Renter's insurance,

#### **5. Rental Terms and Conditions**

- Renter represents and warrants they are over the age of 18 at the time of making this rental, and that the driver's license they have presented is their own.
- The start and end times of the rental are defined at checkout. Overdue penalties will apply if the trailer is returned late.
- No sub-leasing of the rented trailer is allowed, and no driver other than Renter shall operate any vehicle towing this trailer. Renter assumes full liability for all the terms of this Agreement in the event Renter permits another individual to use the trailer.

#### **6. Payment and Refund Policy**

- Transactions are processed through a third party payment processor, and Company does not retain your payment information.
- Any applicable refund policy will be stated at the time of rental.

#### **7. Dispute Resolution**

- The parties agree that the law of the Commonwealth of Kentucky shall apply to this Agreement, and Jefferson County, Kentucky is the proper venue for any lawsuit involving any disputes arising from this Agreement.
- The Company shall recover from Renter all reasonable attorney's fees and costs incurred by Company or on behalf of Company pursuant to any action, claim, or cause of action which in any manner refers or relates to this Agreement or the enforcement of its terms.

#### **8. Indemnity Clause:**

Company shall not be liable for any injury, loss or damage of whatever nature to any persons or property arising from Renter's use of the trailer. Renter will indemnify and hold harmless Company, its employees, and agents from and against, any and all demands, claims, causes of action, fines, penalties, damages, liabilities, judgments, and expenses (including without limitation reasonable attorneys' and accounting fees) incurred in connection with or arising from the use of the trailer by Renter or any person claiming under Renter,

any breach by Renter of this Agreement, and any injury or damage to the person, property, or business of Renter. If any action or proceeding is brought against Company, its employees, or agents by reason of any such claim for which Renter has indemnified Company, Renter, upon written notice from Company, will defend the same at Renter's expense, with counsel reasonably satisfactory to Company.

RENTER:

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_