



## TRAILER RENTAL AGREEMENT

This Trailer Rental Agreement ("Agreement") is entered into by and between \_\_\_\_\_ ("Customer"), \_\_\_\_\_ ("Driver") and Thompson's Transfer and Disposal, Inc. ("Company") for Customer and Driver's rental and use of the Cargo Trailer (the "trailer") owned by Company pursuant to the terms and conditions contained herein.

### TERMS AND CONDITIONS

#### 1. DEFINITIONS

- a. "Cargo" means the personal property transported in the trailer.
- b. "Company" means Thompson's Transfer and Disposal, Inc.
- c. "Customer" means the individual entering into this Agreement and paying for the rental of the trailer.
- d. "Driver" means the individual that will be operating the tow vehicle. Only drivers that have signed this Agreement are permitted to operate the tow vehicle.
- e. "Tow rating" means the maximum gross weight allowed, based on the configuration of the tow vehicle.
- f. "Tow vehicle" means the motor vehicle used to tow the trailer.

#### 2. RENTAL PERIOD AND RATE

- a. Customer shall rent the trailer on \_\_\_\_\_ and return the trailer on \_\_\_\_\_ (the "rental period"), at a rate of **\$109.00** per day.

#### 3. TOW VEHICLE

- a. Driver must provide a valid driver's license and proof of insurance for Company to keep on file.
- b. Driver must follow all laws and regulations while towing the trailer.
- c. Customer agrees to use the trailer solely for the use of hauling cargo and agrees to do so in a manner that is safe, lawful, and only in a manner consistent with the intended use of the trailer.
- d. Tow vehicle must be sufficiently rated to safely tow the trailer. By signing this agreement, Customer and Driver affirm that the tow vehicle is rated to tow the trailer plus the additional weight of any cargo loaded into the trailer. It is Customer and Driver's responsibility to know the weight of any cargo added to the trailer and to ensure the trailer, while both unloaded and loaded, can be safely towed by the tow vehicle.
- e. Tow vehicle and trailer lighting must be operational and lawful at all times, day and night.
- f. The tow vehicle must be equipped with an adequate hitch system and lighting connections. The hitch system shall include a properly installed receiver hitch, ball mount, and 2 5/16<sup>th</sup> inch ball.
- g. The tow vehicle must have external tow mirrors on both sides.
- h. It is Customer and Driver's responsibility to ensure the ball height is appropriate for level towing of the trailer.
- i. Customer and Driver specifically acknowledge it is their responsibility to ensure the trailer is safely connected to the tow vehicle in such a manner to allow for safe towing and travel on all roads.



- j. It is Customer and Driver's responsibility to safely load the trailer with any cargo. By signing this Agreement, Customer and Driver acknowledge and affirm they and each of them know how to safely load a cargo trailer for towing.
- k. Customer and Driver agree the maximum speed of travel is 55 MPH.

#### 4. RESERVATIONS

- a. Customer must be 18 years of age or older and provide adequate identification and payment information to complete the reservation process. Reservations made for minors and/or reservations made with invalid payment or personal information are subject to immediate cancellation.
- b. Customer acknowledges and agrees that the provided credit card may be charged for any and all future charges, fees, or taxes, including payment for the ultimate rental, overages, and late fees.
- c. Reservation cancellations require a 24-hour advance notice to the Company. Cancellations made with less than 24 hours of notice will be charged for one full day of rent.
- d. If Customer does not pick up the trailer within 1 hour of the scheduled rental time, Company reserves the right to cancel the reservation and may charge the Customer for up to one full day of rent.

#### 5. PAYMENT

- a. Customer agrees they are fully responsible for paying all charges, fees, duties, taxes, assessments, and other amounts arising out of the reservation and rental when due, including additional taxes and fees that may not be included in the quoted rate.
- b. Customer expressly authorizes Company or its agent to apply any and all charges on the credit card used to create the reservation or to pay for the rental. Customer may update their method of payment at any time during the reservation process or rental period. Customer is solely responsible for updating their method of payment.

#### 6. RETURN

- a. Customer agrees to return the trailer to Company, at Company's site, during Company's open hours.
- b. Customer agrees to return the trailer clean and in the same working condition in which it was rented.

#### 7. DAMAGE AND INSURANCE

- a. Customer acknowledges that their personal automobile insurance policy may not cover damage to the trailer and agrees to confer with their insurance carrier prior to picking up the trailer.
- b. Customer agrees to reimburse Company for any and all damage caused to the trailer other than normal wear and tear, even if the damage is accidental, unless the accidental damage waiver is purchased. A copy of the damage waiver is available upon request.
- c. If the accidental damage waiver is purchased, the Company will assume liability for accidental damage to the trailer while in the Customer's possession. Customer must take reasonable measures to protect against loss or damage. **DAMAGE OR LOSS RESULTING FROM INTENTIONAL AND/OR NEGLIGENT ACTS ARE NOT COVERED.** Company retains the sole right to determine if damage to the trailer was caused by Customer and/or Driver intentionally or



negligently. If, in the sole opinion of Company, the damage or loss was due to Customer and/or Driver intentional or negligent acts or omissions, Customer shall be solely responsible to bring the trailer back to its original condition or pay for the item if damaged beyond repair.

8. **INDEMNIFICATION.** Customer and Driver, jointly and severally, agree to indemnify, defend, and hold harmless Company, its owners, officers, employees, agents, and affiliates (collectively, the "Indemnified Parties") from and against any and all claims, demands, damages, liabilities, losses, costs, expenses, fines, penalties, and legal fees (including reasonable attorney's fees and costs) arising out of, resulting from, or in connection with the use, operation, possession, towing, or storage of the rented trailer, whether or not caused in whole or in part by the negligence of the Indemnified Parties. Customer and Driver acknowledge that they are solely responsible for ensuring the safe operation and use of the trailer and that they assume all risks associated with such use. This indemnification obligation includes, but is not limited to:
- a. **Accidents and Damage:** Any injury, death, property damage, or other loss caused to the Customer and/or Driver, any passengers, or third parties arising out of the use of the trailer.
  - b. **Compliance with Laws:** Any violation of applicable federal, state, or local laws, regulations, or ordinances related to the use or operation of the trailer.
  - c. **Third-Party Claims:** Any claims or actions brought by third parties arising out of or related to the Customer and/or Driver's use or operation of the trailer.

This indemnification obligation survives the termination of the rental agreement and applies even if a claim is alleged after the rental period has concluded. Customer and Driver agree to promptly notify Company of any incident, accident, or claim involving the trailer and to cooperate fully in the investigation and resolution of such matters.

9. **ADDITIONAL PROVISIONS**

- a. **Binding Effect.** This Agreement is binding on and inures to the benefit of the parties and their respective heirs, personal representatives, and successors.
- b. **Assignment.** Neither this Agreement nor any of the rights, interests, or obligations under this Agreement may be assigned by any party without the prior written consent of the other parties.
- c. **Further Assurances.** Each party agrees to execute and deliver such other documents and to do and perform such other acts and things as any other party may reasonably request to carry out the intent and accomplish the purpose of this Agreement.
- d. **No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended or may be construed to confer on any person, other than the parties to this Agreement and their respective successors, any right, remedy, or claim under or with respect to this Agreement.
- e. **Time is of the Essence.** Time is of the essence with respect to all dates and time periods set forth or referred to in this Agreement.
- f. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the state of Oregon, without regard to conflict-of-law principles.
- g. **Attorney Fees.** If any arbitration, suit, or action is instituted to interpret or enforce the provisions of this Agreement, to rescind this Agreement, or otherwise with respect to the subject matter of this Agreement, the party prevailing on an issue will be entitled to recover with respect to such issue, in addition to costs, reasonable attorney fees incurred in the preparation, prosecution, or defense of



such arbitration, suit, or action as determined by the arbitrator or trial court, and, if any appeal is taken from such decision, reasonable attorney fees as determined on appeal.

- h. Injunctive and Other Equitable Relief. The parties agree that the remedy at law for any breach or threatened breach by a party may, by its nature, be inadequate, and that in addition to damages, the other parties will be entitled to a restraining order, temporary and permanent injunctive relief, specific performance, and other appropriate equitable relief, without showing or proving that any monetary damage has been sustained.
- i. Severability. If any provision of this Agreement is deemed to be invalid or unenforceable in any respect for any reason, the validity and enforceability of such provision in any other respect and of the remaining provisions of this Agreement will not be impaired in any way.
- j. Entire Agreement. This Agreement (including any exhibits, schedules, and other documents and instruments referred to in this Agreement) constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether written or oral, among the parties with respect to such subject matter.

Customer and Driver agree that all the information provided to Company for the purposes of reserving and renting the trailer is true and correct. Any such misrepresentation is a material breach of the terms and conditions contained herein, and may, at Company's sole discretion, result in immediate cancellation of the trailer rental.

\_\_\_\_\_  
Customer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Driver

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

**DAMAGE WAIVER ACKNOWLEDGEMENT**

Customer's initials below indicate Customer's acceptance or rejection of the accidental damage waiver.

\_\_\_\_\_  
Customer Initials – Accept

\_\_\_\_\_  
Customer Initials – Decline