

TEXAS TRAILER RENTAL L.L.C.

COMMERCIAL TRAILER RENTAL AGREEMENT TERMS AND CONDITIONS—PRIMARY

1. **Definitions.** "Agreement" means all terms and conditions found on this form page and any other documents you sign or that we give you at the time of rental. "You" or "your" means the person identified as the renter or additional renter on this form, all Authorized Drivers, and any person or organization to whom charges are billed by us at its or the renters' direction. All persons referred to as "you" or "your" are jointly and severally bound by this Agreement. "We", "our" or "us" means the business renting the Trailer to you. "Authorized Driver" means you and any additional driver listed by us on this Agreement. "Trailer" means the non-motorized trailer identified in this Agreement and any trailer we substitute for it. "Loss of Use" means the loss of our right to use the Trailer for any reason because of damage to it or loss of it during this rental. Loss of Use is calculated by multiplying the number of days from the date of loss or damage to the Trailer until it is replaced or repaired times the daily rental rate. "Diminished Value" means the difference between the actual cash value of the Trailer just prior to damage or loss less the value of the Trailer after its repair. If we elect not to repair the Trailer "Diminished Value" means the difference between the actual cash value of the Trailer just prior to damage or loss less the salvage or sale value of the Trailer. **Initial Here** _____

2. **Rental, Indemnity and Warranties.** This is a contract for rental of the Trailer. We may repossess the Trailer at your expense without notice to you, if the Trailer is abandoned or used in violation of law or this Agreement. You agree to indemnify us, defend us and hold us harmless from all claims, liability, costs and attorney fees we incur resulting from, or arising out of this rental and your use of the Trailer. **We make no warranties, express, implied or apparent, regarding the Trailer, no warranty of merchantability and no warranty that the Trailer is fit for a particular purpose.** **Initial Here** _____

3. **Condition and Return of Trailer.** You must return the Trailer to the place and on the date and time specified in this Agreement, and in the same condition that you received it, except for ordinary wear. If the Trailer is returned after closing hours, you remain responsible for the safety of, and any damage to, the Trailer until we inspect it upon our next opening for business. Service to the Trailer or replacement of parts or accessories during the rental must have our prior approval. **Initial Here** _____

4. **Responsibility for Damage or Loss.** Reporting to Police. You are responsible all damage to, or loss or theft of, the Trailer. You are responsible for all damage to, or loss or theft of, the Trailer, including damage caused by weather, road conditions and acts of nature, whether you are at fault. You are responsible for the cost of repair or the actual retail cash value of the Trailer if it is not repairable or if we elect not to repair it. You are also responsible for Loss of Use, Diminished Value, missing equipment, and a reasonable charge to cover our administrative expenses connected with any damage claim, You must report all accidents involving the Trailer to us and the police within 24 hours of occurrence. **Initial Here** _____

5. **Prohibited Uses.** The following uses of Trailer are prohibited: **(a) transporting dangerous or hazardous items or illegal material; (b) transporting living persons; (c) towing the Trailer by anyone under the influence of drugs or alcohol; (d) allowing the Trailer to be towed by anyone who is not a renter or an Authorized Driver; (e) any use of the Trailer by anyone who obtained the Trailer or extended the rental period by giving us false, fraudulent or misleading information; (f) use of the Trailer in furtherance of any illegal purpose or under any circumstance that would constitute a violation of law other than a minor traffic citation; (g) use of the Trailer outside the United States or Canada, (h) use of the Trailer when loaded beyond its capacity, as determined by the manufacturer of the Trailer; (i) towing the Trailer through or under any structure without sufficient overhead or side clearance; (j) use of the Trailer when it is reasonable to expect you to know that further operation would damage the Trailer; (k) using the Trailer in a manner that causes damage to it due to inadequately secured cargo; (l) damaging the Trailer by your intentional, wanton, willful or reckless conduct. and (m) damaging the Trailer by placing signs, lettering or painting on the Trailer.** **Initial Here** _____

6. **Insurance.** We provide primary collision and comprehensive insurance on the Trailer with a per-occurrence deductible. Insurance. You have notified your insurance agent of your intention to haul the Trailer. You have been advised by your agent that your liability. Our insurance has a per-occurrence deductible, the amount of which is shown as Dealers' Deductible on the reverse. You and property damage insurance cover your risk of liability for injury and/or damage to others or their property and your insurance policy are responsible for damage to the Trailer up to the deductible amount. The coverage does not extend to the contents of the Trailer. You must provide liability insurance coverage on the Trailer during the entire length of the rental period. You must provide liability insurance coverage on the Trailer through the motor vehicle insurance policy covering the towing vehicle. You must provide liability insurance coverage on the Trailer through the motor vehicle insurance policy covering the towing vehicle. **Initial Here** _____

7. **Charges.** You agree to pay us on demand for all charges due us under this Agreement, including, but not limited to: (a) time, and mileage (if applicable), for the period you keep the Trailer; (b) applicable taxes; (c) all traffic, toll or parking violations, fines, penalties, citations, forfeitures, court costs, towing and storage charges and other expenses involving the Trailer assessed against us or the Trailer; if you fail to pay a traffic or toll charge to the charging authority, you will pay us

all fees owed to the charging authority plus our administrative fee of \$100 for each such charge; (d) all costs we incur recovering the Trailer if you fail to return it as agreed above; (e) all costs, including pre- and post-judgment attorney fees, we incur collecting payment from you or otherwise enforcing our rights under this Agreement; (f) a 5% late payment fee on all amounts paid past the due date; (g) \$100 or the maximum amount permitted by law, whichever is greater, if you pay us with a check returned unpaid for any reason; and (h) a reasonable fee not to exceed \$500 to clean the Trailer, if returned substantially less clean than when rented. We will not refund any of the time or mileage charges if you return the Trailer earlier than the date or time due in. **Initial Here** _____

8. **Deposit.** We may use your deposit to pay any monies owed to us under this Agreement, including our estimate of damages to the Trailer. **Initial Here** _____

9. **Modifications.** No term of this Agreement can be waived or modified except by a writing that we have signed. This Agreement constitutes the entire agreement between you and us. All prior representations and agreements between you and us regarding this rental are merged into this Agreement. **Initial Here** _____

10. **Waiver.** A waiver by us of any breach of this Agreement is not a waiver of any additional breach or waiver of the performance of your obligations under this Agreement. Our acceptance of payment from you or our failure, refusal or neglect to exercise any of our rights under this Agreement does not constitute a waiver of any other provision of this Agreement. You release us from any liability for consequential, special or punitive damages in connection with this rental or the reservation of a trailer. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable. **Initial Here** _____