



## LoadPro Rentals - Trailer Rental Agreement

This **Trailer Rental Agreement** ("Agreement") is entered into by and between **LoadPro Rentals**, hereinafter referred to as "We/Us/Our," and the customer ("You/Your") identified in the rental form. By signing this Agreement, You agree to comply with the terms outlined below.

### 1. Definitions

- **"Agreement"**: This document, including all its terms and conditions, along with any additional documents, forms, or agreements that may be provided by LoadPro Rentals during the rental period.
- **"Customer" or "You"**: The person renting the trailer, their agents, and any authorized persons who operate the trailer on behalf of the customer.
- **"Authorized Driver"**: You and any individuals specifically authorized in writing by LoadPro Rentals to operate the trailer.
- **"Trailer"**: Refers to the specific trailer or equipment rented under this Agreement, including any accessories, parts, or attachments that accompany the trailer.
- **"Loss of Use"**: The inability of LoadPro Rentals to rent the trailer due to damages, repairs, or other conditions preventing the trailer from being available for rental. Loss of use is calculated by multiplying the number of days the trailer is unavailable for rent by the daily rental rate.
- **"Diminished Value"**: The reduction in the value of the trailer after damage has occurred, calculated as the difference between the trailer's market value immediately before the damage and the value after the damage has been repaired.

### 2. Nature of the Agreement

- This Agreement governs the rental of equipment (the "Trailer") from LoadPro Rentals. The trailer is to be used for the purpose stated in this Agreement, and it is the Customer's responsibility to ensure that it is only used for legal, safe, and appropriate purposes.
- **Ownership**: LoadPro Rentals remains the sole owner of the trailer and all accessories provided during the rental period. You are leasing the equipment, and

you may not transfer or assign your rights under this Agreement without prior written consent from LoadPro Rentals.

### 3. Permitted Operators

- The trailer may only be operated by the Customer or Authorized Drivers as outlined in this Agreement. You are responsible for ensuring that all operators are qualified, possess the necessary licenses, and are trained to use the trailer properly and safely.
- **Age and Qualifications:** Operators must be of legal age to operate the trailer and hold a valid driver's license. If the trailer requires a specialized license, the operator must hold such a license. You are solely responsible for verifying that all Authorized Drivers meet these qualifications.

### 4. Customer Responsibilities

- **Maintenance:** You are responsible for routine maintenance of the trailer during the rental period. This includes, but is not limited to, checking tire pressure, ensuring all lights and safety equipment are functioning, maintaining proper fluid levels (brake fluid, transmission fluid, etc.), and securing the trailer's load.
- **Proper Loading:** You are solely responsible for properly securing and loading the trailer. This includes ensuring that all cargo is adequately fastened and balanced to prevent accidents, damage to the trailer, or damage to other property during transportation.
- **Return Condition:** The trailer must be returned to LoadPro Rentals in the same condition as when it was rented, except for ordinary wear. If the trailer is returned damaged, unclean, or with missing parts, you will be responsible for all repair, cleaning, and replacement costs.
- **Safety and Compliance:** You are responsible for ensuring that the use of the trailer complies with all local, state, and federal laws. This includes proper use, safe operation, and complying with all transportation regulations.

### 5. Damage and Loss Liability

- **Liability for Damage:** You are fully responsible for any loss, theft, or damage to the trailer or any accessories provided. This includes damage caused by road conditions, weather, improper loading, or improper operation.
  - **Repair and Replacement Costs:** You are responsible for the full cost of repairs or replacement of the trailer or equipment in the event of damage or

loss. If the trailer is damaged beyond repair, you will be charged the actual cash value of the trailer.

- **Replacement Fees:** If the trailer or tires are damaged due to neglect or improper maintenance (e.g., blowouts caused by improper tire pressure checks), the cost of replacement will be charged to your account, including any downtime for the trailer during repairs.
- **Unreturned Equipment:** If any rented accessories (e.g., hitches) are not returned or are returned in a damaged condition, your account will be charged for the full replacement cost of the equipment, plus any loss of income incurred due to the trailer being out of service for rental.

## 6. Prohibited Uses and Overloading

- The following uses of the trailer are strictly prohibited:
  - **Transporting Hazardous or Illegal Items:** The trailer cannot be used to transport hazardous materials, illegal items, or any materials not allowed under local, state, or federal law.
  - **Transporting People:** The trailer cannot be used to transport people or animals.
  - **Towing Under the Influence:** The trailer must not be operated by anyone under the influence of alcohol, drugs, or any substance that impairs driving ability.
  - **Overloading:** The trailer must not be loaded beyond its rated capacity as determined by the manufacturer. The Customer acknowledges and agrees that the mere ability of an item to fit onto the trailer does not imply that the item is within the safe weight limits or that it will not cause damage to the trailer. The Customer is fully responsible for ensuring that the trailer is not overloaded beyond its specified weight capacity, which is clearly marked and stamped on the front of each trailer. The Customer agrees to comply with these weight capacities and further acknowledges that overloading the trailer or failure to follow the weight capacity specifications may result in significant damage to the trailer. The Customer assumes full responsibility for any damages, including but not limited to, structural damage, suspension damage, or any other damages caused by overloading or improper loading of the trailer.

- **Reckless Use:** The trailer cannot be used in a manner that would intentionally or recklessly cause damage to the trailer or other property.

## 7. Insurance Requirements

- **Liability Insurance:** You must maintain valid commercial automobile insurance that covers the trailer and any damage or injury caused by its use. LoadPro Rentals must be named as an additional insured under your policy.
- **Property Insurance:** You are required to maintain property insurance covering the full replacement value of the trailer, including damage, theft, or loss.
- **Workers' Compensation:** If applicable, you must provide workers' compensation coverage for your employees and any other individuals involved in the operation or maintenance of the trailer.

## 8. Indemnification and Hold Harmless

- You agree to defend, indemnify, and hold LoadPro Rentals harmless from any and all claims, damages, losses, or expenses (including attorney's fees) arising from your use of the trailer. This includes any legal actions resulting from the operation of the trailer, including injuries or property damage to third parties.

## 9. Fees and Charges

- **Rental Charges:** You agree to pay the rental fee based on the agreed rental period, including any additional charges for extended use, mileage, or other conditions.
- **Administrative Fees:** You will be charged an administrative fee for any violations of this Agreement, such as unreturned or damaged equipment, traffic fines, or improper use of the trailer.
- **Late Fees:** If the trailer is returned after the agreed-upon date, a late fee will be charged.
- **Cleaning Fees:** A cleaning fee of up to \$500 will be charged if the trailer is returned in an unsatisfactory condition.

## 10. Return of Equipment

- **Return Location and Time:** The trailer must be returned by the specified return date and time. If the trailer is returned after hours, you are responsible for the safety and condition of the trailer until it is inspected.

- **Inspection:** Upon return, LoadPro Rentals will inspect the trailer for damage or loss. Any discrepancies found during the inspection will be charged to your account.

## 11. Modifications & Waivers

- **No Waiver of Terms:** Failure by LoadPro Rentals to enforce any terms of this Agreement does not constitute a waiver of those terms in the future.
- **Changes to Agreement:** Any amendments to this Agreement must be in writing and signed by both parties.

## 12. Governing Law

- This Agreement is governed by the laws of the State of California, and any legal disputes arising from this Agreement will be handled in the appropriate jurisdiction in California.

## 13. Rented Equipment and Attachments

- In addition to the trailer, LoadPro Rentals may provide additional equipment and attachments ("Rented Equipment and Attachments"), such as hitches, straps, ramps, or any other accessories, for use during the rental period. The Customer acknowledges and agrees that:
  - **Responsibility for Damage or Loss:** The Customer is fully responsible for the safety, maintenance, and return of any Rented Equipment and Attachments. If any Rented Equipment and Attachments are damaged, lost, stolen, or otherwise compromised during the rental period, the Customer agrees to reimburse LoadPro Rentals for the full cost of repair or replacement, including any administrative or shipping fees associated with the replacement of the equipment.
  - **Failure to Return Equipment and Attachments:** If any Rented Equipment and Attachments are not returned to LoadPro Rentals in their original condition, the Customer will be charged for the replacement of the equipment, including any associated loss of rental income if the equipment cannot be rented out due to its condition or non-return.
  - **Inspection:** The Customer agrees to inspect the Rented Equipment and Attachments upon receipt and immediately notify LoadPro Rentals of any visible defects or damage. The Customer assumes full responsibility for any damages or loss that occurs after the equipment is in their possession.

