

EZgotrailers Rental Agreement

Renter Name _____ **Renter Phone** _____

Renter Email Address _____

Address _____

Zip _____

City _____ **State** _____

Truck Make/Model _____

1.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.

2.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 receive it, except for ordinary wear. A trailer returned past the time agreed upon and paid for will incur a late fee based on the amount of time the trailer is late. 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 operation for business. Service to the Trailer or replacement of parts or accessories during the rental must have our prior approval. EZgorentals reserves the right to track the trailer via GPS when the trailer is rented to ensure the trailer is not stolen.

3.Charges. You agree to pay us on demand for all charges due us under this Agreement, including, but not limited to; (a) time and miles (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 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 late payment fee on all amounts paid past the due date; (g) We will not refund any of the time charges if you return the Trailer earlier than the date or time due in. (h) A Fee for broken items such as winch, straps, tires, ramps, and all other items involving the trailer will be charged if the item was broken/stolen in your possession that was not a result of normal wear and tear.

4. 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.

5. Insurance, Identification, Payment. You must provide liability, collision, and comprehensive insurance coverage on the Trailer through the motor vehicle insurance policy covering the towing vehicle. In the event the Trailer is not covered for any reason, you agree to pay for any damages accrued. A valid state issued ID must be provided as well as a credit card capable of making the payments that are being charged.

6. Dumpsters will be dropped off and parked at the location given by the customer and locked upon arrival. Only ezgotrailer rental employees will have access to move the trailer once the time agreed upon and paid for is up. Once the trailer is on your property you (the customer) is 100% liable for any damages or theft of the trailer until it is picked up again by a ezgotrailer rental employee. In the case of damage or theft you (the customer) agree to pay any fees needed to fix or replace the broken, damaged, or stolen trailer.

7. All cards are saved in our system safely and secured to cover the cost of damages caused on the trailer by the renter. If the renter does not want a card saved a \$150 (\$175 for dump trailer) deposit is required to rent to cover damages caused by the renter. If damages cost over \$150 the renter is still responsible for

the cost of the damages. Deposits are refunded when the trailer is returned and passed inspection. Refunds take 2-4 business days to return back to the bank account.

Rental period

Date\time out _____

Date/time in _____

Renter signature _____ **Date** _____