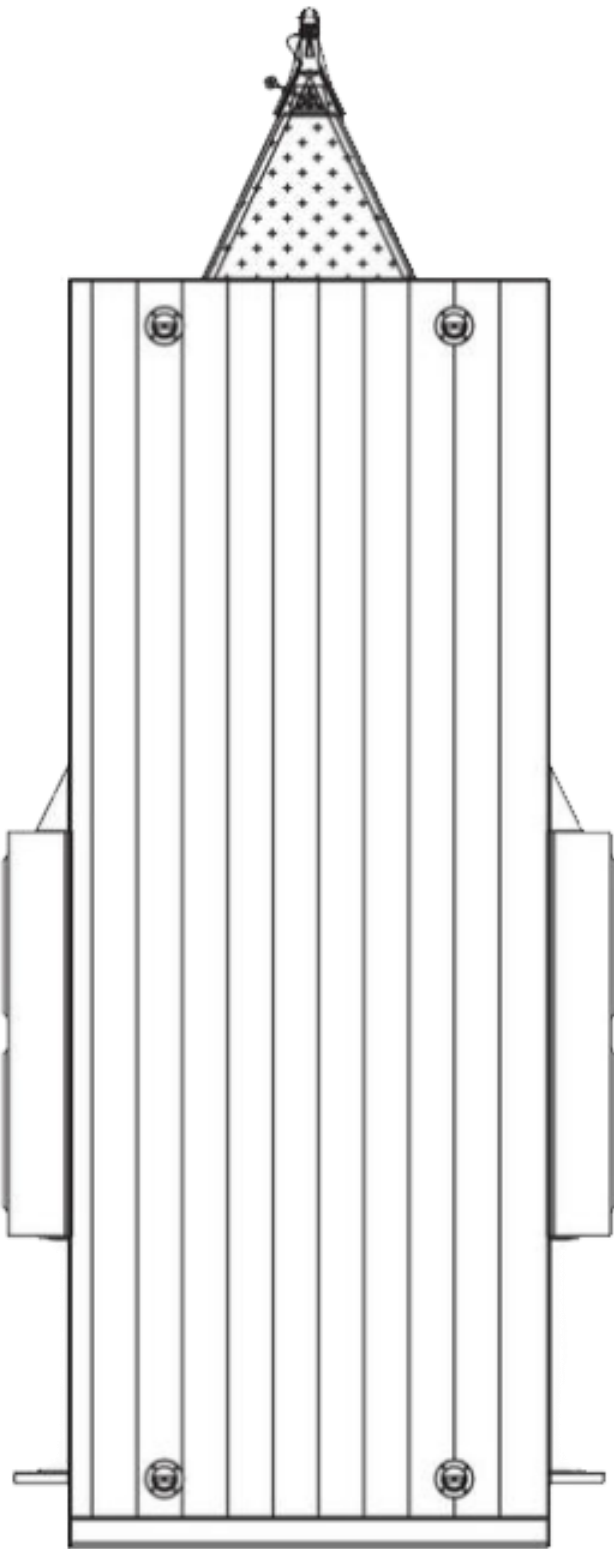


Trailer ID # _____
Mark any existing Damage



Thank you for choosing

Trailer Rental ABQ

Trailerrentalabq.com

Rentalabq.com

info@trailerrentalabq.com

(505) 235-3962

Important Information Covered:

- 1) Trailer Rental Walk Through Inspection
- 2) Acknowledgement of Responsibility
- 3) Acknowledgement of Included Equipment.

Walk Through Inspection

We Value Our Clients & Their Safety?

Full Name: _____

Phone: _____

Date: _____

| Items Included | OUT | IN | Cost |
|----------------------------|-----|----|--------|
| Metal Tool Box | | | \$250 |
| Spare Wheel/Tire | | | \$350 |
| Tire Plug Kit | | | \$ 10 |
| Tire Pressure Gauge | | | \$ 10 |
| Lug Wrench | | | \$ 30 |
| Bottle Jack | | | \$ 60 |
| (4) Ratchet Straps 500lbs | | | \$ 40 |
| (4) Ratchet Straps 3000lbs | | | \$ 60 |
| (4) Axle Straps | | | \$ 220 |
| (4) Car Tie Down Straps | | | \$ 140 |
| (1) Chain and Binder | | | \$ 160 |
| Work Gloves | | | \$ 15 |
| Wired Remote | | | \$ 60 |
| Winch _____ lbs | | | \$450 |
| 12 Volt Deep Cycle Battery | | | \$180 |
| (4) Rubber Wheel Chock | | | \$ 60 |
| Ramps | | | \$400 |
| Adjustable hitch | | | \$180 |
| Pliers | | | \$ 20 |
| Set of Keys | | | \$45 |
| | | | |
| | | | |

Additional Fees:

1. Clean up fee \$35 if not returned in same condition as when you picked up the trailer
2. Late fee: \$30/hr

Notes:

****Please Take Photos of the trailer before and after you return it!**

I Agree to the Following:

___ I Acknowledge receiving all Items above and know that I am responsible for returning all items in good working condition or else I will be expected to pay for that item.

___ I have carefully inspected the trailer, tires, hitch, and find them all in satisfactory condition.

___ I understand that I am responsible for any and all damages up to and including theft.

By signing below, you acknowledge that you have been given an opportunity to read the term and conditions of this agreement before being asked to sign. Your signature authorizes us to process a credit card voucher for all charges due to us under this agreement, including late payment of any traffic, toll, or parking violations assessed against the Trailer.

Signature (pre-departure):

Signature (Return Final Walk Through):



Trailer Rental ABQ, LLC

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Albuquerque, NM 87123
sales@trailerrentalabq.com
(505) 235-3962

Invoice Number _____ Trailer BBQ Smoker

Name _____ Phone # _____ Date _____

Address _____ City _____ State _____ Zip Code _____

DL # _____ State _____ Expiration _____ DOB _____

Insurance _____ Policy # _____ Phone # _____

Check out date _____ Check out time _____

Check in date _____ Check in time _____

COMMERCIAL TRAILER RENTAL AGREEMENT TERMS AND CONDITIONS

1. **Definitions.** “**Agreement**” means all terms and conditions found in these Terms & Conditions, the Face Page, any addenda and any additional materials that we provide and that you sign at the time of rental. “**You**” or “**your**” means the person identified as the renter in this Agreement, any person signing this Agreement, any Authorized Driver and any person or organization to whom charges are billed by us at its or the renter's direction. All persons referred to as “you” or “your” are jointly and severally bound by this Agreement. “**We**”, “**our**” or “**us**” means the rental company named in this Agreement. “**Authorized Driver**” means the renter and each driver permit to drive the towing vehicle with the Vehicle in tow. Every Authorized Driver must have a valid driver's license and be at least age 25. “**Vehicle**” means the non-motorized towed recreational vehicle identified in this Agreement and each vehicle we substitute for it, all the Vehicle's equipment, keys and Vehicle documents. **The Vehicle may be equipped with global positioning satellite (“GPS”) technology or another telematics system and/or an event data recorder, and privacy is not guaranteed.** “**Loss of Use**” means the loss of our ability to use the Vehicle for our purposes due to Vehicle damage or loss during this rental, including, without limitation, use for rent, display for rent and sale, opportunity to upgrade or sell, or transportation of employees. “**Diminished Value**” means the difference between the fair market value of the Vehicle before damage and its value after repairs as calculated by a third-party estimate obtained by us or on our behalf. “**Charges**” means the fees and charges that are incurred under this Agreement. “**Rental Period**” means the period between the time you take possession of the Vehicle until the Vehicle is either returned to or recovered by us and checked in by us. “**Vehicle License Fee**,” “**Vehicle Licensing**,” “**Vehicle License Prop Tax**,” “**Vehicle License Cost Recovery Fee**,” or “**Motor Vehicle Tax**” means a vehicle license cost recovery fee based on our estimated average per day per vehicle portion of our total annual vehicle licensing, titling, and registration costs or as otherwise defined under applicable law.

2. **Rental, Indemnity and Warranties.** This is a contract for the rental of the Vehicle. We may repossess the Vehicle at your expense without notice to you if the Vehicle 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 attorneys' fees we incur resulting from, or arising out of, this rental or your use of the Vehicle or our repossession of it. **We make no warranties, express, implied or apparent, regarding the Vehicle or Optional Equipment, no warranty of merchantability and no warranty that the Vehicle or Optional Equipment is fit for a particular purpose.**

3. **Your Representations and Warranties.** You represent and warrant that: the towing vehicle that you use during the Rental Period has the capacity to tow the Vehicle; any load will be properly loaded and placed for safe operation of the Vehicle; and you will ensure that when towing the Vehicle, it is properly secured and connected to the towing vehicle and will use safety chains, cables, locking devices and other similar devices meeting the requirements of applicable law.



4. 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.

5. Responsibility for Damage or Loss; Reporting to Police. You are responsible for all damage to or loss or theft of the Trailer, including damage caused by weather, acts of god or terrain conditions. Your responsibility will include: **(a)** all physical damage to the Trailer measured as follows: (i) if we determine that the Trailer is a total loss, the actual cash value of the Trailer, less salvage; (ii) if we determine that the Trailer is repairable: (A) the difference between the value of the Trailer immediately before the damage and the value immediately after the damage; or (B) the reasonable estimated retail value or actual cost of repair plus Diminished Value; **(b)** Loss of Use, which is measured by multiplying your daily rental rate by either the actual or estimated number of days from the date the Trailer is damaged until it is replaced or repaired, which you agree represents a reasonable estimate of Loss of Use damages and not a penalty; **(c)** an administrative fee, calculated based on the damage repair estimate as follows, which you agree is reasonable: \$0-\$250 damage=\$50 fee; \$251-\$500 damage=\$75 fee; \$501-\$750 damage=\$100 fee; \$751-\$1500 damage=\$150 fee; \$1501-\$2500 damage=\$200 fee; over \$2500 damage=\$250 fee; **(d)** towing, storage, and impound charges and other reasonable incidental and consequential damages; and **(e)** all costs associated with our enforcement of this Agreement or collection of Charges, including attorneys' fees, collection fees, and costs whether or not litigation is commenced. You must report all accidents or incidents of theft and vandalism to us and the police as soon as you discover them.

6. Prohibited Uses. The following uses of Trailer are prohibited: (a) transporting dangerous or hazardous items or illegal materiel; (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, want on, willful or reckless conduct; and, (m) damaging the Trailer by placing signs, lettering or painting on the Trailer. **DO NOT Tow the bbq smoker trailer while fire is burning inside fire pit.**

6. Insurance. We provide collision and comprehensive insurance on the Vehicle with a deductible. You are responsible for the deductible amount. This insurance does not cover Loss of Use or our administrative expenses incurred processing a damage claim. Coverage is void if you materially breach this Agreement, or if you fail to cooperate in any loss investigation conducted by us or our insurer. You must: (a) report all damage to us and all accidents to us and the police as soon as you discover them and complete our incident report form; and (b) provide us with a legible copy of any service of process, pleading, or notice of any kind related to an accident or other incident involving the Vehicle. **You are responsible for all damage to the Vehicle that is not covered by our insurance policies or that is in excess of our insurance limits. We do not provide liability insurance coverage on the Trailer. You are responsible for all damage or injury you cause to third parties and agree to provide liability insurance coverage on the Vehicle through the insurance policy that covers your towing vehicle.**

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.

8. Deposit, Charges, and Costs. You permit us to reserve against your credit/debit card ("Reserve") or take a cash deposit ("Deposit") at the time of rental a reasonable amount in addition to the estimated charges. We may use the Reserve or Deposit to pay all Charges. We will authorize the release of any excess Reserve or refund any excess Deposit after the completion of your rental. Your debit/credit card issuer's rules will apply to your account being credited for the excess, which may not be immediately released by the card issuer, and refund of your Deposit may require up to 21 days to process and return. You will pay us, or the appropriate government authorities, at or before conclusion of this rental or on demand all Charges, including: (a) base rental rate for the Rental Period; (b) optional products and services you purchased; (c) taxes and surcharges; (d) all expenses we incur in locating and recovering the Vehicle if you fail to return it or if we elect to repossess the Trailer under the terms of this Agreement; (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 reasonable fee not to exceed \$ 150 to clean the Trailer if returned substantially less clean than when rented; (g) a surcharge if you return the Vehicle to a location other than the location where you rented the Vehicle or if you do not return it on the date and time due, and you may be charged the standard rates for each day (or partial day) **after the due-in date**, which may be substantially higher than the rates for the initially agreed rental period if a special or promotional rate applied to the initially agreed rental period; (h) replacement cost of lost or damaged parts and supplies used in Optional Equipment. **All Charges are subject to our final audit. If errors are discovered after the close of this transaction, you authorize us to correct the Charges with the payment card issuer.**

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.

10. Your property. You release us, our agents and employees from all claims for loss of, or damage to, your personal property or that of any other person, that we received, handled or stored, or that was left or carried in or on the Trailer or in any service vehicle or in our offices, whether or not the loss or damage was caused by our negligence or was otherwise our responsibility.

11. Responsibility for Traffic Violations, and Other Charges. You are responsible for paying the charging authorities directly all parking citations, photo enforcement fees, fines for toll evasion, and other fines, fees, and penalties (each a "Violation") assessed against you, us or the Trailer during the Rental Period. If we are notified by the charging authorities that we may be responsible for payment of a Violation, you will pay us or a processing firm ("Processor") of our choosing an administrative fee of up to \$50 for each such notification. You authorize us to release your rental and payment card information to a Processor for processing and billing purposes. If we or the Processor pay a Toll or Violation, you authorize us or the Processor to charge all such payments, service fees and administrative fees to the payment card you used in connection with this rental.



12. Our Responsibility to You if the Vehicle becomes Inoperable. If the Trailer becomes inoperable for more than 24 hours, our liability to you is limited to the daily rental rate times the number of days the Vehicle is inoperable.

13. Personal Information. You agree that we may disclose personally identifiable information about you to applicable law enforcement agencies or to other third parties in connection with our enforcement of our rights under this Agreement and other legitimate business functions. Questions regarding privacy should be directed to the location where you rented the Trailer.

14. 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.

15. Damage Authorization: Renter hereby authorizes Owner to charge the credit card provided for any and all damages that occur to the rented trailer during the rental period. This includes, but is not limited to, damages resulting from accidents, negligence, misuse, theft, or vandalism. Renter acknowledges that any such charges will be made in accordance with the rates specified in the contract and subject to any applicable laws and regulations.

16. Return of Trailer: Renter shall return the trailer to Owner in the same condition as received, ordinary wear and tear excepted. Any damages beyond ordinary wear and tear shall be the responsibility of Renter as per the terms of this Contract.

17. Final Charges: Owner will assess and charge any applicable fees for damages within a reasonable time after the trailer is returned. Renter will be provided with a detailed breakdown of any charges, including documentation of damages and repair costs.

18. Livestock Clause: Livestock Transportation Disclaimer. The Trailer Rental Company shall not be held responsible for any loss of animals or death of animals during the transportation of livestock. "Livestock" refers to animals such as cows, horses, pigs, sheep, and other farm animals. The renter acknowledges that the transportation of livestock involves inherent risks and that the renter assumes full responsibility for the safety and well-being of the animals during transit. The renter further agrees to indemnify and hold the Trailer Rental Company harmless from any claims, liability, costs, or attorney fees arising from the loss or death of animals during the rental period. In the event that a dead animal is found in the trailer upon return, the renter shall be responsible for any disposal fees incurred. Additionally, the Trailer Rental Company is not responsible for any injuries sustained by animals while the renter is utilizing the trailer.

19. Hitch Requirements: An adequate hitch is also necessary. For tandem axle trailers, all trailers greater than 3500 lb. GVWR, a minimum, class 3, receiver type hitch is required. Except, where a "factory" mounted step bumper, having the proper ball, has a rating beyond the requirement, and is of the proper height (15 to 18 in.). A hitch or bumper (factory mfg.) is rated to its' capacity, not that of the vehicle, which may be less. A single piece, solid, machined ball, with proper shank diameter must be used. Bushings to increase the shank size should not be used.

20. Tires – Road Damage - Flat Tires: Before operating rental trailer, check the jobsite for debris or terrain that could cause damage to tires, and be aware of roadway debris and/or damage that could cause tire damage to the trailer. In most instances, damage to tires are caused by conditions on a job site or roadways and as such payment for ALL tire repairs is considered the responsibility of the customer. In the event of a flat tire, the customer can call a tire repair company of their choice or Houston Trailers can call a tire repair company on behalf of the customer, at the sole expense



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of the Customer. Houston Trailers is NOT responsible for Tire Damage during the rental period. Please inspect tires prior to rental for good operating condition. 13. **Final Charges:** Owner will assess and charge any applicable fees for damages within a reasonable time after the trailer is returned. Renter will be provided with a detailed breakdown of any charges, including documentation of damages and repair costs.

21. Speed Policy: Trailers are not designed for high-speed towing. Trailer Tires are not balanced to exceed 65 MPH and will cause excessive shaking and instability if 65 MPH is exceeded. It is dangerous to pull a trailer faster than the posted speed limits. By renting This trailer, you agree NOT to exceed the maximum towing speed Posted for Trucks, and you Accept all Responsibility and will be liable for any damage resulting from exceeding this limit including All Damages and Repairs.

You understand that the maximum towing speed for the trailer is 65 mph, regardless of posted speed limits, and You will be liable for any damage resulting from exceeding this limit. You assume full responsibility for any flats, blown-out tires and damage.

23. Cleaning Fee: All BBQ Smoker Trailers undergo a full degreasing and sanitizing process before they are rented. This process is Labor intensive. If a trailer is returned in an unclean state, our sanitizing process takes longer. We charge for the extra labor for any bbq smoker trailer returned uncleaned. You are required to return the bbq smoker trailer in the same Clean state as when you picked up the trailer. If you elected not to pre-pay for cleaning, you agree to be charged a \$150 Cleaning fee for returning the bbq smoker trailer in an unclean state.

23. Miscellaneous: 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 void. 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 waive all recourse against us for any criminal reports or prosecutions that we take against you that arise out of your breach of this Agreement. Unless prohibited by law, you release us from any liability for consequential, special or punitive damages in connection with this rental or the reservation of a vehicle. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable. This Agreement will be governed by the substantive law of the jurisdiction where the rental commences, without giving effect to the choice of law rules thereof, and you irrevocably and unconditionally consent and submit to the nonexclusive jurisdiction of the courts located in that jurisdiction.

_____ I acknowledge reading, understanding, and agreeing to the **COMMERCIAL TRAILER RENTAL AGREEMENT TERMS AND CONDITIONS** written out above.