



## Rental Agreement

### 1. Loss or Damage to Trailer

Renter shall pay Mountain View Trailer Rentals Inc. for all loss, damage and/or mechanical repairs to trailer and accessories, regardless of fault, resulting from abuse and/or misuse and/or negligence.

**Please spray off trailer outside and sweep the inside prior to return, or up to a \$150 cleaning fee could be applied.**

### 2. Prohibited Use

The trailer of this contract shall not be used: a) By anyone not specifically named in this agreement. b) By anyone whose ability to operate the tow vehicle is impaired by alcohol, drugs or fatigue. c) In violation of any law.

### 3. Loss of Use

Renter agrees to pay a sum equal to the regular daily rental rate of the trailer for each day the trailer is unavailable for rent, regardless of fault, while any damage and/or mechanical repairs are made.

### 4. Reporting of Accidents and Theft

Renter shall report any accident or theft involving the trailer to the police and shall complete a written report as soon as possible and in any event within 24 hours. Renter will be responsible for paying any deductible incurred by Mountain View Trailer Rentals Inc. in regard to insurance coverage.

### 5. Payment

Renter shall pay all charges incurred in connection with the rental. Renter gives permission to process an unsigned credit card voucher in its name for payment of all charges associated with the rental, damage, fines or insurance deductible as deemed necessary.

### 6. Security Deposit

6A. Deposit. Upon signature of this Rental Agreement, the Renter may be required to pay Mountain View Trailer Rentals Inc. a security deposit of **\$500** at the time of pick up in the form of a credit card hold (Pre-authorization).

6B. Use of Deposit. Upon a default by the Renter, Mountain View Trailer Rentals Inc. may apply so much of the Security Deposit as is necessary to cure the default or pay any expenses incurred as a result of default.

6C. Return of Deposit. Mountain View Trailer Rentals Inc. shall return to the Renter any remaining balance of the Security Deposit after the termination or expiration of this rental.

### 7. Tickets or Fines

Renter shall pay all fines and other costs associated with traffic and parking violations issued during the rental period.

The renter is responsible for any charges from any toll road costs while in possession of the trailer.

### 8. Repossession

Mountain View Trailer Rentals Inc. may terminate this agreement and repossess the trailer at any time or place.

### 9. Personal Property

Mountain View Trailer Rentals Inc. is not responsible for loss or damage of any property left in, upon or carried in/on the trailer.

### 10. Loads

Renter agrees to pay for any and all damage and/or mechanical repairs resulting from the vehicle being overloaded or improperly loaded or resulting from an insecure load.

### 11. Return Times

Renter agrees to pay in full, the rental rate for each day the trailer is not returned at the agreed upon rental return time.

**12. Tow Vehicle**

a) Tow vehicles are not covered by Mountain View Trailer Rentals Inc. insurance. b) If trailer is damaged by a tow vehicle, renter shall pay for all damage, loss of use, insurance deductible and towing. c) All tow vehicles MUST HAVE a class II or better hitch as well as a 4 or 7 wire harness and electronic brake controller as necessary. Installation charges are the responsibility of the renter. If you already have hitching and wiring, they MUST be in good working order. Any problems or adjustments must be repaired, and the cost is the responsibility of the renter.

**13. Delays and Breakdowns**

Mountain View Trailer Rentals Inc. is not responsible for loss of time, wages, and inconvenience, loss of use of the vehicle or other consequential damage or experience.

**14. Title**

Title to the trailer shall at all times be and remain vested in Mountain View Trailer Rentals Inc. This is a contract of rental only and nothing contained herein conveys to the rental customer any right, title or interest in or to the trailer or any part of the trailer except as a rental customer.

**15. Connection to tow vehicle**

Renter assumes all responsibility to trailer and towing vehicle and any damage to another vehicle due to improper or unsafe connection to trailer. MVTR may assist with connection, but liability is on the person operating the towing vehicle and accepts the load. Operator must ensure proper connection at any point during the rental period.

**16. Insurance Requirements**

Renter must ensure the towing vehicle's insurance is in good standing and active. Renter must possess a minimum of \$1M liability on the towing vehicle as well as clause SEF 27 T, which covers physical damage for non-owned trailers.

**15. Equipment Monitoring**

**All Mountain View Trailer rental equipment is tracked utilizing Bluetooth tracking devices. Mountain View will not actively monitor the location for the rented equipment unless the rented equipment is not returned by the rental return date. Mountain View Trailer rental does not store any tracking information.**

**SECTION TWO Waiver and Release**

On behalf of myself and my executors, administrators, heirs, next of kin, successors, assigns.

I, hereby (A) waive, release, and discharge from any and all liability for the death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter accrue to me or my family and friends (B) hold harmless Mountain View Trailer Rentals for any and all liabilities and claims made by other individuals or entities as a result of any of my actions or the actions of any associates, or member of my family.

I, the undersigned, on behalf of myself and my family and associates, acknowledge that I have read and understand the waiver and release described herein, affirm that this release and waiver shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I have read and understand the above:

**Print Name:**\_\_\_\_\_

**Signature:**