



TRAILER RENTAL AGREEMENT:

ELJ INDUSTRIES LLC.

Mark Burt-Owner

308 FM1830

BLDG: 14-E

Argyle, TX 76226

Email – eljindustries.texas@gmail.com

Phone: 214-797-6029

Rental Agreement Date:

Trailer Description- 2018 Continental Cargo, V-Series, 8.5 x 20

Number of Axles – Two (2); Tandem Axle 5200lbs.

Make- Continental Cargo, V-Series, 8.5 x 20

Model- Enclosed Cargo Trailer, 8.5' x 20' x 7'

Vin # 5NHUVHV29KY034743

Plate # 137-967K

Pull type- Bumper pull (you will need a 2 5/16" inch ball). Color-White

Rental rate is \$120 per day or \$650 per 7-day week.

Weekend rate is \$280 for Friday - Sunday.(pick up times vary on Fri)

There will be a 5.0% Credit Card Processing Fee for CC Payments

Definitions

- Renter – The person who rents the Equipment from ELJ INDUSTRIES, LLC.
- Owner- ELJ INDUSTRIES, LLC
- Equipment – Includes the trailer, all its parts and additions, as well as any other equipment provided to Renter by Owner

TERMS AND CONDITIONS

- Rental Deposit- A 25% non-refundable deposit is required at time of rental reservation. **Balance payment in full by cash or credit card is due prior to the pickup date.**
- Early returns will be credited with a credit towards future rentals only. No exceptions.
- **Speed Limit on this trailer is 65mph. Any speed higher than this can cause roof damage that the "Renter" would be responsible for.**



- Credit card on file for incidentals and any damage or loss to trailer
- Optional delivery and pick up charge- \$1.50 per mile from Argyle City Hall in Argyle, TX.
- Renter Responsibilities- Renter agrees that he/(she) is responsible for any and all bodily injury or property damage that may occur while Equipment is in his/(her) possession. Renter agrees to hold the Owner harmless from any loss, damages, or other claims whatsoever during the time between taking possession of the Equipment and returning the Equipment to Owner's designated location.
- The Renter agrees that the Equipment being rented is valued at \$6,500 (six thousand, five hundred Dollars) and agrees to pay the Owner up to this amount for any damage to the trailer. Repair costs will be determined solely by Owner's choice of a Texas based qualified trailer repair company.
- The Owner is not responsible for any damages or loss whatsoever to the contents of the trailer. Owner is not liable in any case of theft or injury. Renter assumes all liability for damages, theft, or injury. Renter agrees to pay any and all charges due to traffic violations, tolls and parking violations during the rental period of this agreement. This agreement may be terminated at any time at the discretion of the Owner. This agreement does not give the Renter the right to rent. Any damage which may occur other than normal wear and tear will be paid by the Renter. In the event of disagreement between Renter and Owner as to the nature of damage, the Owner's selected Equipment repair facility will determine cause (willful or normal wear and tear). The Equipment must be returned clean free of debris or trash.
This Equipment may not be sublet or subleased to anyone at any time.
- **Mileage- There is no restriction on mileage and no rate/mile associated with renting this trailer. For the purpose of performing scheduled maintenance, however, the Renter agrees to provide mileage at time of application.**
- By signing this agreement Renter hereby releases the Owner and/or any Owner employed personnel or affiliates from any liability whatsoever to any damage done to any person, property or anything else while delivering, picking up, moving, or any other reason that Owner may be upon the Renter's property, and any other property that the Renter directs the Owner to enter upon. Renter expressly releases Owner from any liability. Renter assumes all liability for any and all damages done on Renter's property etc.
- Renter hereby agrees to indemnify Owner for any claims of damage, injury, death, etc. Renter shall defend Owner against any claims whatsoever. Owner is not responsible for any of the contents of Renter in the Trailer.
- Insurance. By signing below, you acknowledge and represent that you have notified your insurance carrier or your intention to use the Trailer. You have been advised that your liability and property damage insurance covers your risk of liability for injury or damage to other or their property and your insurance policy has been endorsed accordingly.
- **Insurance Recoveries.** Renter agrees to assign to Owner any and all proceeds recoverable by Renter arising from any claims related to the Equipment in order to make Owner whole from any and all damages sustained as a result of loss of use and

damage to the Equipment while in Renter's possession, custody, and control. Renter's fault is irrelevant.

SUBROGATION

In the event of any loss or damage to trailer, Owner will subrogate with respect to any right of the Renter to recover against any person, firm or corporation. Renter will execute and deliver whatever instruments and papers are required and do whatever else is necessary to secure such rights. Renter will cooperate fully with Owner and/or its insurer(s) in the prosecution of those rights and will neither take nor permit nor suffer and any action to prejudice Owner's rights with respect thereto

Warranties. Owner makes no warranties, express, implied or apparent, regarding the trailer, no warranty of merchantability and no warranty that the Equipment is fit for a particular purpose.

- Alterations –Alterations / additions / modification of any kind to the Equipment or any part thereof are forbidden. Alterations will be considered willful damage and will be returned to original condition at Renter's expense.
- Equipment Repairs - All trailers are well maintained and should provide trouble free use during the rental period. In the event of failure or breakage of any Equipment component while underway, the Renter is responsible for having the Equipment repaired if necessary. All repairs should be performed by a qualified Equipment repair shop in the area. All such repairs require prior authorization by the Owner via telephone. Any and all resulting repair costs, including trailoring/towing to the repair facility are the sole responsibility of the Renter unless agreed in advance by the Owner.
- Additional days – In the event that the Renter is not able to return the Equipment as scheduled, the Renter is required to notify the Owner by telephone. An additional fee of "The Daily Rate" will be applied. If any part of this agreement is found to be invalid it shall not affect any other part of this agreement.
- Attorney's fees and Loss of use. Should legal action be required to enforce the Parties' conditions and responsibilities arising from this Agreement, Owner shall be entitled to all costs and attorney's fees incurred. Additionally, the Renter agrees that should damage and repairs resulting during Renter's use impede the Owner's ability to re-lease the Trailer, Renter agrees that Owner is entitled to damages reflecting the loss of use during the time in which the Equipment is not available for leasing.





Renter Information:

Renters Name:

Address:

Phone:

Cell:

E-MAIL:

Driver's License #:

State:

Copy of valid Insurance card and Insurance Declaration Page: (send back with this agreement)

Photo copy of state issued driver's license: (can be sent via email or text)

Tow Vehicle:

Estimated Number of towing miles: _____(maintenance purposes only)

Note – The Renter agrees that the Equipment will be towed by only the above listed tow vehicle.

Name of Principal Driver:

Signature of Renter _____

By signing, the Renter states that all information on this rental agreement is true, accurate, and agrees to all that is stated in this agreement. Further, that he/she has reviewed and understood this agreement as well as the Equipment Towing Instructions provided by the Owner with this application.

