



EQUIPMENT RENTAL AGREEMENT

This Agreement dated the day of _____, 20____ is between TRAILERMESOMEWHERE, LLC, a North Carolina limited liability company (the "TRAILERMESOMEWHERE"), and _____ (the "Renter"). TRAILERMESOMEWHERE hereby rents to the Renter and the Renter rents from TRAILERMESOMEWHERE a certain:

CIRCLE EQUIPMENT BELOW

[TRAILER/TOW DOLLY/CAR HAULER/STORAGE CONTAINER/FORKLIFT/SHED/SKYJACK/
Other: _____] bearing a serial number of _____ (the "Equipment"),
subject to the terms and conditions set forth below.

RENTER INITIAL HERE: _____

Rent agrees to rent the Equipment from _____ to, (collectively, the "Rental Day(s)").

Renter agrees to pay TRAILERMESOMEWHERE, LLC _____ and No/Dollars (\$_.00) per day for each Rental Day Renter rents the Equipment from TRAILERMESOMEWHERE, LLC. In the event Renter shall rent the Equipment for seven

(7) consecutive Rental Days, Renter agrees to pay TRAILERMESOMEWHERE, LLC _____ and No/Dollars (\$_.00) per week for each week the Renter rents the Equipment from TRAILERMESOMEWHERE, LLC. A security deposit in the amount of \$_____ per Equipment (the "Security Deposit") shall be deposited with Trailer Me, in trust, for the performance by you of the terms under this Agreement and any damages caused by you or your agents. TRAILERMESOMEWHERE, LLC may use part or all of the Security Deposit to repair any damage to the Equipment caused by you or your agents. Notwithstanding anything contained herein or otherwise, TRAILERMESOMEWHERE, LLC is not limited to recouping the Security Deposit for TRAILERMESOMEWHERE, LLC's damages in the event of Renter's breach of any terms discussed in this Agreement and you remain liable for any damages owed to TRAILERMESOMEWHERE, LLC under this Agreement. If the Renter breaches any terms or conditions of this Agreement, the Renter shall forfeit any deposit, as permitted by law.

Renter acknowledges receipt of the Equipment which has been examined by Renter and found to be in first-class condition upon receipt unless otherwise informed by TRAILERMESOMEWHERE, LLC. Renter further acknowledges that the Equipment is being leased for the purpose for which it was manufactured and will be subject to the terms and conditions outlined in this document. The Renter's only rights are those specifically granted under the terms of this Agreement.



1. Prohibited Uses. The acts listed in paragraph 1, below, are prohibited uses of the Equipment and constitute a breach 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 any of the terms of this Agreement.

Additionally, you hereby acknowledge that the Equipment:

Initial _____ is not to be operated by any person who is in an impaired state, such as would make it illegal for them to operate the Equipment, as applicable, or a vehicle on a public road;

Initial _____ is not to have the weight capacity exceeded;

Initial _____ is to be operated by licensed drivers, at least 20 years of age;

Initial _____ is to be operated in compliance with all State and City laws and ordinances; and

Initial _____ is not to be taken on any beaches, dunes, or to any off-road location including sidewalks.

2. ASSUMPTION OF RISK. YOU UNDERSTAND THAT YOU ARE PARTICIPATING IN AN ACTIVITY WITH POSSIBLE RISKS TO YOURSELF AND OTHERS, INCLUDING THE RISKS OF DEATH, SERIOUS BODILY INJURY, AND PROPERTY DAMAGE. YOU ARE RESPONSIBLE FOR THE SAFETY OF YOURSELF AND ANY PROPERTY THAT YOU HAVE IN OR ON THE EQUIPMENT. YOU HEREBY STATE, THAT TO THE BEST OF YOUR KNOWLEDGE, YOU ARE IN GOOD PHYSICAL AND MENTAL CONDITION, AND UNDERSTAND THE EQUIPMENT SAFETY PROCEDURES. YOU VOLUNTARILY ASSUME ALL RISK OF ACCIDENT OR DAMAGE TO YOUR PERSON OR PROPERTY WHICH MAY BE INCURRED FROM OR BE CONNECTED IN ANY MANNER WITH YOUR USE, OPERATION, OR RENTAL OF THE EQUIPMENT.

RENTER INITIAL HERE: _____

3. RELEASE AND INDEMNIFICATION. YOU HEREBY RELEASE US, OUR OFFICERS, DIRECTORS, EMPLOYERS, REPRESENTATIVES, AGENTS, AND MANAGEMENT COMPANIES FROM ALL CLAIMS, DEMANDS, ACTIONS, AND FROM ALL LIABILITY FOR DAMAGE, LOSS, OR INJURY (OF WHATEVER KIND, NATURE, OR DESCRIPTION) THAT MAY ARISE OUT OF, OR YOU MAY SUSTAIN, IN CONNECTION WITH YOUR USE, OPERATION, OR RENTAL OF THE EQUIPMENT. YOU FURTHER AGREE TO INDEMNIFY AND HOLD US HARMLESS, AS WELL AS OUR OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, AND MANAGEMENT COMPANIES FROM ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, INCLUDING ATTORNEY'S FEES, EXPENSES, AND COSTS, OF YOURSELF OR OF THIRD PARTIES (OF WHATEVER KIND, NATURE OR DESCRIPTION), WHICH MAY ARISE OUT OF, OR IN ANY MANNER CONNECTED WITH, OR CAUSED BY YOUR USE OR BY YOUR GUESTS OR



AGENTS, OR OPERATION OR RENTAL OF THE EQUIPMENT. THIS RELEASE AND INDEMNIFICATION SHALL BE BINDING UPON YOUR HEIRS, ADMINISTRATORS, EXECUTORS, AND ASSIGNS.

RENTER INITIAL HERE: _____

4. Rental, Indemnity, and Warranties. This is a contract for the rental of the Equipment. We may repossess the Equipment at your expense without notice to you if the Equipment is abandoned or used in violation of the 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 Equipment. We make no warranties, express implied, or apparent, regarding the Equipment, no warranty of merchantability, and no warranty that the Equipment is fit for a particular purpose.

5. Condition, Alterations, and Return of Equipment. You must return the Equipment to TRAILERMESOMEWHERE, LLC at the property having an address of _____ (the "Return Area") or other location we specify, one (1) hour before dusk/sundown on each Rental Day as specified in this Agreement, and in the same condition that you received it, except for ordinary wear. The Equipment remains TRAILERMESOMEWHERE, LLC's property, and failure to return it on the agreed date may constitute larceny. If the Equipment is returned after the Rental Days, you remain responsible for the custody of, and any damage to, the Equipment until we inspect it after returning the Equipment to the Return Area. Service to the Equipment or replacement of parts or accessories during the rental must be done by us. You further agree not to alter the Equipment in any way without TRAILERMESOMEWHERE, LLC's written consent. You agree to pay for all structural alterations, special equipment, and all changes in painting, lettering, and artwork that you make or request TRAILERMESOMEWHERE, LLC to make after you sign this Agreement. If a law or regulation changes, after you sign this Agreement, and such change requires TRAILERMESOMEWHERE, LLC to alter the Equipment or to install new or additional attachments to the Equipment, the Equipment must be returned to TRAILERMESOMEWHERE, LLC so that TRAILERMESOMEWHERE, LLC may perform the alteration or installation at the Renter's expense.

6. Trailer Tire Wear. Should the Renter rent a trailer, the Renter will notify TRAILERMESOMEWHERE, LLC when a trailer's tire reaches four thirty-seconds (4/32) of an inch of tread depth and/or when the brake lining for a wheel end reaches three-eighths (3/8) of an inch of wear remaining so maintenance can be performed by TRAILERMESOMEWHERE, LLC at a TRAILERMESOMEWHERE, LLC-designated location.

7. Responsibility for Equipment Damage or Loss; Reporting to Police. You are responsible for all damage to or loss of the Equipment, including the cost of repair, or the actual cash retail value of the Equipment on the date of the loss if the Equipment is not repairable or if we elect not to repair it, whether or not you are at fault. You are responsible for theft of the Equipment, loss of use, diminished value of the Equipment caused by damage to it or repair of it, and a reasonable charge to cover our administrative



expenses connected with any damage claim, whether or not you are at fault. You must report accidents or incidents of theft and vandalism to the police and us as soon as you discover them.

8. Further Responsibilities. You are further responsible for all damage to or loss of the Equipment which: (a) is caused by anyone who is not an Authorized Driver (as defined below), or by anyone whose driving license is suspended in any jurisdiction; (b) is caused by anyone under the influence of prescription or non-prescription drugs or alcohol; (c) is caused by anyone who obtained the Equipment or extended the rental period by giving us false, fraudulent or misleading information; (d) occurs while the Equipment is used in furtherance of any illegal purpose or under any circumstance that would constitute a violation of law, other than a minor traffic violation; (e) occurs while pushing or towing anything with the Equipment; (f) occurs while carrying dangerous or hazardous items or illegal material in or on the Equipment; (g) occurs when Renter should reasonably know that further operation would damage the Equipment; (h) occurs as a result of your willful, wanton or reckless act; or (i) occurs and you fail to summon the police to any Equipment accident involving personal injury or property damage.

9. Insurance. As required by TRAILERMESOMEWHERE, LLC in its sole discretion, the Renter shall be responsible to maintain insurance on the Equipment with losses payable to TRAILERMESOMEWHERE, LLC Somewhere, LLC against fire, theft, collision, and other such risks as are appropriate and specified by TRAILERMESOMEWHERE, LLC. Upon request by TRAILERMESOMEWHERE, LLC, the Renter shall provide proof of such insurance.

10. Cargo Loss and/or Damages. You are responsible for all damage or loss you cause to others. TRAILERMESOMEWHERE, LLC will not be liable for loss of or damage to any cargo, goods, or property in, carried on, or towed by any of the Equipment ("Cargo"). You agree to defend, release, indemnify, and hold TRAILERMESOMEWHERE, LLC harmless for all damages and defense costs arising out of or related to loss or damage to Cargo.

11. Charges. You will pay TRAILERMESOMEWHERE, LLC, or the appropriate government authorities, on demand all charges due us under this Agreement, including: (a) applicable sales, fees, special licenses, tolls (whether in effect now or imposed after the date of this Agreement), use and other taxes; (b) all parking, traffic and toll fines, penalties, forfeitures, court costs, towing, storage and impound charges and other expenses involving the Equipment assessed against us or the Equipment; 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; (c) all expenses we incur in locating and recovering the Equipment if you fail to return it or if we elect to repossess the Equipment under the terms of this Agreement; (d) all costs, including pre-judgment and post-judgment attorney fees, we incur collecting payment from you or otherwise enforcing our rights under this Agreement; (e) \$25 or the maximum amount permitted by law, whichever is greater, if you pay us with a check returned unpaid for any reason; and (f) a reasonable fee not to exceed \$150 to clean the Equipment if returned substantially less clean than when rented. If your failure to pay any taxes, fees, or tolls results in a claim or lien involving any Equipment, then



TRAILERMESOMEWHERE, LLC may settle the claim or lien, and you will promptly pay TRAILERMESOMEWHERE, LLC the full amount of such settlement.

- 12. Your Property.** You release us, our agents, employers, employees, and management companies 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 Equipment, whether or not the loss or damage was caused by our negligence or was otherwise our responsibility.
- 13. Assignment of Agreement.** This Agreement will be binding on both parties, and the party's respective successors, legal representatives, and permitted assigns. The renter does not have the right to sublease any Equipment, nor the right to assign this Agreement or any interest hereunder.
- 14. Definitions.** "Agreement" means all terms and conditions found in this form. "You" or "your" means the person identified as the Renter above, 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 TRAILERMESOMEWHERE, LLC, or employees, employers, representations, and agents of the property management company. "Authorized Driver" means the Renter and any additional driver listed by us on this Agreement, provided that each such person has a valid driver's license and is at least 20 years of age. "Loss of use" means the loss of our ability to use the Equipment for any purpose due to damage to it during this rental. Loss of use is calculated by multiplying the number of days from the date the Equipment is damaged until it is repaired, times the daily rental rate.
- 15. Modifications.** No term of this Agreement can be waived or modified except by a written that we have signed. If you wish to extend the rental period, you must return the Equipment to the Return Area for inspection and written amendment by us of the due-in date. This Agreement constitutes the entire agreement between you and us. All prior representations and agreements regarding this rental are void between you and us.
- 16. Deposit.** A \$150-dollar deposit is required at the time of booking your rental. The deposit will be held for 15 business days after the return of the rental equipment. Any tolls, tickets, and damages during your rental will be deducted from your deposit. Additional charges may occur if tolls, tickets, and damages are more than the initial deposit. All Renters are responsible for tolls, tickets, and damages during the duration of your rental. Deposits after verification of no tolls, tickets, and damages, if any of these occurs the cost will be deducted from the deposit.
- 17. Cancellation.** A \$25-dollar fee will be deducted from your deposit if the Renter cancels 24 hours before the reservation picks up of rental.
- 18. Miscellaneous.** 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 agree that this Agreement and any



dispute arising therefrom and arising from your operation or use of the Equipment shall be determined by the courts of Queens County, New York, and under the laws of the State of New York. 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 trailer, forklift, tow dolly, car hauler, storage container, skyjack and/or shed. If any provision of this Agreement is deemed void or unenforceable, the remaining



provisions are valid and enforceable. THIS RELEASE OF LIABILITY IS A LEGAL DOCUMENT WITH LEGAL CONSEQUENCES. Please read this document carefully before you sign it. If you do not understand any provision of this Agreement, you should not sign the document until you obtain clarification of the provision you do not understand. You are encouraged to have this document reviewed by your legal representative or by any other advisor you may have before you sign this Agreement. By signing this Agreement, I certify that I have read this Agreement and fully understand it and that I am not relying on any statements or representations made by us.

[signature page follows]

TRAILER ME SOMEWHERE



Primary Driver/Renter:

Signature: _____ Date: _____

Printed Name: _____

Additional Drivers/Renters:

Signature: _____ Date: _____

Printed Name: _____

Signature: _____ Date: _____

Printed Name: _____