



Definitions

“**Owner**” means registered independent owner of the trailer as mentioned on the front of the Rental Agreement.

“**Trailer**” refers to the vehicle rented by the Owner and all equipment and accessories attached with it.

“**Renter**” is the party contracting with the Owner to rent or hire a Trailer identified on the front of the Rental Agreement.

“**Authorized Driver**” is a driver authorized to drive a vehicle towing the Trailer, this includes the Renter as well as any additional driver whose name and driving license number are listed on the front of the Rental Agreement.

“**Rental Period**” is the period from the earlier of the date on the front page of the Rental Agreement or the time of delivery of the Trailer until the Trailer is returned to the Owner.

“**Rent Charge**” is the amount detailed on the front page of the Rental Agreement or resulting from the late return of the Trailer payable by the Renter to hire the Trailer.

Renter’s Liability

- 1) The Renter acknowledges that at the time of hire that the Trailer is clean and in a good serviceable condition and roadworthy. The Renter agrees to return the Trailer in a similar condition to that which the Trailer was in at the time of hire. If in the opinion of the Owner the Renter returns the Trailer in a poor condition or has caused excessive wear and tear, damage through neglect, recklessness, carelessness or abuse, then the Renter agrees to pay for the Trailer to be cleaned and restored to its condition as at the commencement of hire. Pre-existing damage, wear and tear is to be noted in this contract being present at the commencement of hire to protect the Renter from liability. The Renter shall be responsible for all freight and other charges incurred by the Owner or their Renter in respect of the delivery and return of the Trailers except when authorized by the Owner in writing.
- 2) The Renter agrees to make his own insurance arrangements for his/her property and the towing vehicle against loss or damage for any reason and accepts full responsibility for the towing vehicle, goods and luggage carried in or on the Trailer and understands that the Owner will not accept responsibility for any loss or damage to, or caused by the same, regardless of cause.
- 3) The Renter assumes all responsibility for any liability, including but not limited to public third-party liability, arising from the Trailer during the Rental Period.
- 4) The Renter and not the Owner is totally responsible for any event of lost, theft, or mislaid part or entire Trailer regardless of the cause.
- 5) The Renter is strictly liable for the loss of, or any damage, accidental or otherwise, to the Trailer, its equipment, accessories, load in or on the Trailer, and other people and road users, their property and possessions until the Trailer is returned to the Owner. The loss the Renter is liable for includes transport and administrative costs incurred in the recovery of the Trailer.
- 6) The Renter agrees to be liable for all the costs incurred by the Owner in the recovery of outstanding amounts. This includes interest at the rate, debt collectors cost and commission and legal expenses.

Safety

10) The Renter shall use the Trailer in a lawful and proper manner and shall not speed or overload it.

12) Renter agrees to carry the spare wheel provided for the Trailer and appropriate tools for wheel-changing at all times.

13) The Renter acknowledges that the Department of Motor Vehicles requires safety chains and proper lights. It is the Renter's responsibility to comply with all regulations including load capacity of the Trailer and of the towing car.

14) The Renter guarantees the Owner that they and all Authorized Drivers have the knowledge, skill and ability required to enable them to carry out the loading and towing of the Trailer without incident or accident. The Renter will not load or tow the Trailer without the knowledge, skill and ability required fulfilling this guarantee.

15) The Renter has the responsibility to report any identified or potential faults with the Trailer immediately or as soon as possible to the Owner and the Renter or any Authorized Drivers should not use the Trailer if there are doubts about its roadworthiness.

16) The Renter certifies that he/she as well as all Authorized Drivers are competent with (and not limited to):

- a) Correctly connecting and disconnecting the Trailer coupling hitch.
- b) Correctly applying the safety chain connections.
- c) Correctly applying the Trailer light plug connections.
- d) Conduct the light operation checks, prior, during, and after use.
- e) Ensure safe load distribution on and off the Trailer.
- f) Ensuring any load is safely secured during loading/unloading activities, or when parked or under tow.
- g) Correctly securing the jockey wheel when the Trailer is both under tow and not undertow.
- h) The maximum load rating allowed for this Trailer.
- i) Not to operate the Trailer with over or under inflated tires.

17) The Renter certifies that he/she has crossed off all items pertaining to the Trailer mentioned in this checklist:

- a) Trailer should look square and straight.
- b) Doors hang a swing properly.
- c) All latches, hinges, and pins are snug and tight.
- d) Floor boards are in usable condition.
- e) Tires have no cuts, bulges, worn treads, or steel belts showing.
- f) Tires are properly inflated.
- g) Brakes are working properly and adjusted for your loaded weight.

- h) Ball is properly sized for your trailer.
- i) Trailer sits level when hitched.
- j) Cross hook safety chains and eliminate any droop that might catch on something.
- k) Breakaway switch cable securely attached.
- l) Plug in electrical system and check running lights, brake lights, turn signals, license plate lamp and other electrical functions.
- m) Doors are securely fastened.
- n) Know weight, height, and width limits for load.
- o) Proper documents.
- p) Trailer jack retracted or removed.
- q) Trailer nosepiece solidly bolted/welded.

Late Returns

18) The hire of the Trailer shall be limited to the Rental Period detailed on the details page of the rental request. The Renter must, at the Renter's own expense, return the Trailer to the address stated on the Rental Agreement or place from which said Trailer was hired no later than the time for termination of the period of hire.

19) In the event that the Trailer cannot be returned by the due return time the Renter must advise the Owner before that time by contacting the owner or calling 888-412-2468 during normal office hours to provide an estimated time of return.

20) In the event of the Trailer not being returned by the scheduled return time stated in the Rental Agreement, an additional rent charge shall be charged for the Trailer on the basis of a new hiring agreement based upon the same terms and conditions as are herein contained save and except as to the Rental Period which will commence at the time the Trailer was due to be returned and end when the Trailer is returned to the Owner.

21) Failure to return the Trailer without advising the Owner of the late return will incur a rent charge until the Trailer is returned calculated as the rate of the amount on time the trailer was not returned + 10%, or part thereof, plus the additional Damage Waiver fee, if applicable.

22) Late returns not advised as above more than 72 hours after the scheduled return time will be considered as stolen Trailers and the Renter will be liable to prosecution for theft and all charges associated with recovering the Trailer.

General Points

23) The minimum age of the Renter or any Authorized Drivers must be at least 20 years old

24) The minimum rental period is 5 hours.

25) The Renter agrees that the Trailers are not guaranteed to be waterproof or dust proof and that the Renter is responsible to take measures to prevent water damage to any goods they enclose within the Trailer.

26) During the Rental Period the Renter will not:

- a) Sell, offer for sale, assign, mortgage, pledge or sub-let the Trailer or any interest of the Owner herein.
- b) Part with possession of the Trailer except to parties named on this contract.
- c) Allow any lien to be created in respect of the Trailer for repairs or otherwise.

27) The Renter is responsible for all traffic or parking offences as well as any toll charges incurred during the Rental Period and will pay any fines incurred during the Rental Period. The Owner reserves the right to charge the Renter a \$20 administrative fee per offence.

28) The Renter will only drive the Trailer on roads that constitute the national road system or properly constructed driveways.

29) Driving on unsealed roads is strongly discouraged by the Owner and if the Renter drives on unsealed roads, they should not exceed 12 mph. Any damage caused while driving on unsealed roads such as, but not limited to, body work paint chipping will not be covered by the Damage Waiver and the Renter will be liable for restoration costs, please see Renter's Liability and Damage Waiver sections for full details.

30) Driving the Trailer on four wheel drive tracks, through more than 10cm of water, beaches or river banks is strictly forbidden.

31) The Owner will not be liable for any loss or damage sustained as a result of any defect of the Trailer or by implication that the Trailer was available for hire in a particular condition.

32) In the unlikely event of a Trailer breaking down the Renter shall arrange at his own expense to return it to the Owner. In no event will the Owner be responsible for any loss of time or expenditure damage and/or loss incurred by the Renter arising out of any breakdown or mechanical failure of the Trailer.

33) The Renter authorizes the Owner to charge and debit the Renter's credit card rent charge as well as any additional charges, including, but not limited to, those fees or charges resulting from the late return, tolls and traffic or parking offences, recovery of any loss or damages, related to the hire of the Trailer to be charged and debited to the Renter's credit card.

34) The Renter authorizes the Owner to charge:

a) A non-refundable reservation deposit at the time of making any booking, the value of this deposit will be deducted from the rent charge invoiced on collection of the Trailer.

b) A security deposit refundable at the time the hired Trailer is returned, provided that the Trailer is not damaged or abused.

c) A cleaning deposit refundable at the time the hired Trailer is returned, provided the Trailer is clean (inside and outside) similar to its condition at the time of hire.

35) All fees are payable by A MAJOR CREDIT CARD (MASTERCARD OR VISA). WE DO NOT ACCEPT PERSONAL CHECKS. Full payment is due on day of departure i.e., balance of rental fee, security and cleaning deposits, insurance waiver, etc. If the final payment is made on MasterCard or Visa, arrangements must be made prior to day of departure.

36) The Renter agrees that the credit card provided must be in their own name.

37) If involved in an accident, the Renter must notify Owner within 24 hours. A full written police **Accident Report** must be submitted to the Owner upon Renter's return. Failure to comply will result in the forfeiture of the Renter's security deposit.

38) There is no refund in the event that the Trailer is returned before the expiry of the agreed upon Rental Period.

39) Proper identification, employment, credit references, and a valid driver's license must be presented when reserving a Trailer. The Renter acknowledges and warrants that all information provided by them is true and accurate and can be relied upon by the Owner. ALL INFORMATION WILL BE VERIFIED.

40) The Renter agrees that in the event of incorrect license details being provided that the credit card details provided by the Renter are proof of hire.

41) The contract between the Owner and Renter comprises the whole agreement and that no collateral oral statements by the Owner, staff, agents, and/or other from part of the contract.

42) We reserve the right to refuse any applicant.

43) TERMS AND RATES SUBJECT TO CHANGE WITHOUT NOTICE. Any additional terms will be disclosed at the time the rental agreement is signed.