

Trailer Rental Agreement SWS 18ft

This Trailer Rental Agreement (“**Agreement**”) is made as of _____
between:

Owner / Rental Company

351 Auto Inc
331 Anson St
Carberry, MB
Phone: 431 533 0303

(“**Owner**”)

and

Renter

Name _____

Address _____

Phone _____

(“**Renter**”).

Owner and Renter may be referred to individually as a “**Party**” and together as the “**Parties**”.

1. Trailer Details

1.1 **Trailer.** Owner rents to Renter the following trailer (the “**Trailer**”):

- Trailer Type: Equipment/Car hauler
- Make: SWS
- Model: 18ft
- Year: 2007
- Color: Black

- Axles: Tandem
- Gross Vehicle Weight Rating (GVWR): 4500KG
- Trailer Identification / VIN: 5PYAT172471005380
- License Plate Number: CNK606

1.2 **Included Equipment.** The rental includes, if applicable:

- [Ramps]
- [Spare tire]
- [Tie-down points / D-rings]
- [Jack / wheel chocks]
- [Other accessories]

All such items must be returned with the Trailer in substantially the same condition, reasonable wear and tear excepted.

2. Rental Term and Pickup/Return

2.1 **Rental Period.** The rental period begins on:

- Pickup Date and Time: _____

and ends on:

- Return Date and Time: _____

(the “**Rental Period**”).

2.2 **Pickup Location.** Renter shall take possession of the Trailer at:

- Pickup Location: 331 Anson St, Carberry, MB

2.3 **Return Location.** Renter shall return the Trailer to:

- Return Location: 331 Anson St, Carberry, MB

3. Rental Fees, Deposit, and Payment

3.1 **Rental Rate.** Renter shall pay Owner rental fees as follows:

- Rate: \$150 per day

3.2 Security Deposit. Before taking possession, Renter shall pay a refundable security deposit of \$200 (“**Security Deposit**”). Owner may apply the Security Deposit toward unpaid rental fees, damage, cleaning, loss of equipment, late fees, or other amounts due under this Agreement. Any remaining balance shall be returned to Renter within 3 days after the Trailer is returned and inspected. If damages exceed the security deposit amount, the Renter will be responsible for the cost of repairs.

3.3 Payment Method. All charges and the Security Deposit shall be paid by credit card / debit card / cash / bank transfer. Renter authorizes Owner to charge the provided payment method for all amounts due under this Agreement.

3.4 Late Return Fees. If the Trailer is returned after the end of the Rental Period without prior written extension, Owner may charge:

- Additional rental fees at \$150 per day
- Any related costs caused by the late return.

4. Towing Vehicle and Hitch Requirements

4.1 Suitable Towing Vehicle. Renter shall use a towing vehicle that is properly rated, equipped, and licensed to tow the Trailer and its load. At a minimum, the towing vehicle shall have:

- Adequate towing capacity (greater than the combined Trailer and load weight);
- A suitable hitch rated at or above the Trailer’s GVWR;
- Proper electrical connection for lights and, if applicable, Trailer brakes.

4.2 Connection and Safety. Renter is responsible for properly:

- Attaching the Trailer to the towing vehicle hitch;
- Connecting safety chains or cables;
- Connecting and testing all lights and signals;
- Engaging and testing Trailer brakes (if equipped).

Owner may, but is not required to, assist Renter with hookup. Renter remains fully responsible for safe towing and operation.

5. Use of Trailer and Load Limits

5.1 Permitted Use. The Trailer may be used only for lawful purposes, including carrying goods, equipment, or vehicles that are properly secured and within weight and size limits.

5.2 Load Limits. Renter shall not:

- Exceed the Trailer's GVWR: 4500KG
- Exceed the maximum load per axle
- Exceed the towing vehicle's rated towing capacity.

5.3 Load Securement. Renter is responsible for properly loading and securing all cargo or vehicles on the Trailer, including using adequate straps, chains, binders, wheel nets, chocks, and other tie-downs. Owner is not responsible for the security of the load.

5.4 Prohibited Use. Renter shall not:

- Use the Trailer for illegal purposes;
- Use the Trailer off-road or in unsuitable terrain, except as reasonably necessary for loading/unloading;
- Use the Trailer for commercial passenger transport;
- Modify or alter the Trailer;
- Allow any other person to rent, sub-rent, or take possession of the Trailer without Owner's written consent.

6. Condition, Inspection, and Maintenance

6.1 Condition at Pickup. The Parties may complete a written condition report and/or photos at pickup to note existing damage. Renter acknowledges receiving the Trailer in good working order, with functioning lights and tires in usable condition, except as noted.

6.2 Renter's Duty of Care. Renter shall:

- Use the Trailer carefully and safely;
- Inspect tires, hitch, safety chains, and lights regularly during the Rental Period;
- Keep the Trailer reasonably clean;
- Protect the Trailer from avoidable damage and theft.

6.3 Maintenance During Rental. Renter shall immediately stop using the Trailer and notify Owner if any unsafe condition arises (for example, tire or wheel issues, lighting failure, structural damage). Renter shall not continue towing the Trailer if it is unsafe or not roadworthy.

7. Insurance, Risk of Loss, and Liability

7.1 Renter's Insurance. Renter is responsible for maintaining any auto or liability insurance for the towing vehicle and for the operation of the Trailer as required by law. Renter should confirm with their insurer whether the Trailer and any cargo are covered.

7.2 Owner's Insurance. Unless expressly stated in writing, Owner does not provide insurance coverage for the Trailer, towing vehicle, cargo, or any third-party damages arising from Renter's use of the Trailer.

7.3 Risk of Loss. Renter bears the risk of loss, theft, or damage to the Trailer from pickup until return and acceptance by Owner, except to the extent caused by Owner's intentional misconduct or as limited by law.

8. Damage, Theft, and Accidents

8.1 Reporting. In the event of damage to the Trailer, theft, or any accident involving the Trailer:

- Renter shall notify Owner as soon as reasonably possible;
- Renter shall notify law enforcement and insurance carriers where required;
- Renter shall provide Owner with incident details and copies of any reports.

8.2 Responsibility for Damage. Renter is responsible for:

- Physical damage to the Trailer (frame, body, lights, wiring, coupler, jack, fenders, ramps, and accessories);
- Damage to tires, wheels, or running gear caused by misuse or road hazards;
- Costs of towing, recovery, and storage relating to the Trailer;
- Loss or damage to included equipment or accessories.

8.3 Total Loss or Theft. If the Trailer is stolen or deemed a total loss, Renter may be liable for the fair market value of the Trailer at the time of loss, less any insurance proceeds actually received by Owner, to the extent permitted by law.

9. Traffic Violations, Fines, and Tolls

9.1 Responsibility. Renter is responsible for all parking tickets, traffic violations, tolls, and similar charges incurred while the Trailer is in Renter's possession.

9.2 Administrative Fees. If Owner receives notices related to Renter's use, Owner may pay or transfer the charges and bill Renter for the amounts plus an administrative fee of [Currency and Amount] per incident.

10. Return of Trailer

10.1 Condition on Return. Renter shall return the Trailer:

- By the agreed Return Date and Time;
- To the Return Location;
- In substantially the same condition as at pickup, reasonable wear and tear excepted;
- Clean and free of excessive dirt, debris, or spills.

10.2 Cleaning Fees. If the Trailer is returned excessively dirty (for example, with mud, concrete, chemicals, or trash), Owner may charge a cleaning fee of [Currency and Amount] or the actual cost of professional cleaning.

10.3 Inspection at Return. Owner will inspect the Trailer as soon as reasonably practicable after return. Renter may be invited to be present. Any damage, missing items, or excessive wear will be documented and may be charged to Renter.

11. Indemnity and Limitation of Liability

11.1 Renter's Indemnity. To the fullest extent allowed by law, Renter shall indemnify and hold Owner harmless from third-party claims, damages, fines, and expenses arising from Renter's use or towing of the Trailer during the Rental Period, except to the extent caused by Owner's intentional misconduct or gross negligence.

11.2 Owner's Liability. To the extent permitted by law, Owner is not liable for:

- Loss or damage to cargo or vehicles loaded on the Trailer;
- Loss or damage to Renter's personal property;
- Indirect, incidental, or consequential damages;
- Loss of profits or business interruption.

12. Termination

12.1 Owner's Right to Terminate. Owner may terminate this Agreement and require immediate return of the Trailer if:

- Renter breaches any material term of this Agreement;
- Renter or any driver uses the Trailer in a dangerous or prohibited manner;
- Owner reasonably believes the Trailer is at risk of damage or loss.

12.2 Early Return by Renter. Renter may return the Trailer early. Unless Owner agrees otherwise, early return does not automatically entitle Renter to a refund of unused rental time.

13. Governing Law and Dispute Resolution

13.1 Governing Law. This Agreement is governed by the laws of [State/Province, Country], without regard to conflict-of-law rules.

13.2 Dispute Resolution. The Parties shall first attempt in good faith to resolve any dispute arising from this Agreement through informal discussions. If not resolved, disputes may be brought before the courts of [City, State/Province, Country] or resolved by [mediation / arbitration] if the Parties agree in writing.

14. Miscellaneous

14.1 Entire Agreement. This Agreement constitutes the entire understanding between the Parties regarding the rental of the Trailer and supersedes all prior written or verbal arrangements on this subject.

14.2 **Amendments.** Any change or amendment must be in writing and signed or clearly agreed by both Parties.

14.3 **Assignment.** Renter may not assign this Agreement or transfer any rights or obligations without Owner's prior written consent.

14.4 **Notices.** Formal notices under this Agreement shall be sent to the contact details listed at the beginning of this Agreement or to any updated contact details provided in writing.

14.5 **Severability.** If any provision of this Agreement is found invalid or unenforceable, the remaining provisions shall remain in full force and effect.

15. Signatures

By signing below, the Parties acknowledge that they have read, understood, and agree to be bound by the terms of this Trailer Rental Agreement.

Owner / Rental Company

Signature: _____

Paul Buhler

351 Auto Inc

Title:Owner

Date:_____

Renter

Signature: _____

Name:_____

Driver's License Number:_____

Issuing Province:_____

Date:_____