

10K Car Trailer

Lessor: Three M Trailer Rental, LLC ("Lessor" or "We")

Lessee: ("Lessee" or "You")

Trailer Description: 10K Car Trailer

ARTICLE I: DEFINITIONS

Section 1.01. Definitions. The following terms shall have the meanings set forth below:

- **Agreement:** All terms and conditions contained herein, including any accompanying schedules or exhibits.
- **Lessee/You:** Refers to the individual or entity signing this Agreement, any listed additional operator, and any party financially responsible for the rental.
- **Lessor/We:** Refers to Three M Trailer Rental, LLC.
- **Trailer:** The specific non-motorized trailer identified above, including all permanently attached components, accessories, and included equipment.
- **Loss of Use:** The loss of revenue incurred by Lessor due to the Trailer being unavailable for rent, calculated at the daily rental rate for the period of repair or replacement.
- **Diminished Value:** The reduction in the fair market value of the Trailer after repair or due to total loss/non-repair.
- **Included Equipment:** Items provided with the Trailer as listed in Article XII (e.g., straps, winch, spare tire).

ARTICLE II: RENTAL CONFIRMATION & TERMS

Section 2.01. Rental Confirmation. This rental reservation is **NOT** confirmed or secured until such time as the Lessor's issued invoice for the full rental amount and security deposit has been paid in full by the Lessee. Lessor reserves the right to cancel any unconfirmed reservation without liability.

Section 2.02. Nature of Contract. This constitutes a contract for the rental of the Trailer only. Lessor retains full ownership of the Trailer at all times. Lessor may exercise its right to immediate repossession of the Trailer without demand or notice if this Agreement is breached, or if the Trailer is deemed abandoned or used in a manner that constitutes a violation of this Agreement or applicable law.

Section 2.03. Liability and Indemnity. Lessee agrees to defend, indemnify, and hold Lessor harmless from and against any and all claims, liabilities, losses, damages, costs, or expenses (including reasonable legal fees) arising from or related to the Lessee's possession, use, or operation of the Trailer.

Section 2.04. Disclaimer of Warranties. The Trailer is rented to the Lessee in an "as-is" condition. Lessor makes no warranties, express or implied, including, but not limited to, the implied warranties of merchantability or fitness for a particular purpose.

ARTICLE III: CONDITION, INSPECTION, AND RETURN

Section 3.01. Condition. Lessee acknowledges receipt of the Trailer and all Included Equipment in good and working condition at the time of pickup.

Section 3.02. Return Obligations. Lessee shall return the Trailer, including all Included Equipment, to the agreed-upon location, on the specified date and time, and in the same condition as received, reasonable wear and tear excepted.

Section 3.03. After-Hours Return. If the Trailer is returned outside of Lessor's business hours, Lessee remains fully liable for the Trailer and all associated charges until Lessor completes an inspection of the Trailer on the next business day.

Section 3.04. Repairs. No repairs, modifications, or replacements to the Trailer or Included Equipment shall be undertaken by Lessee without the prior written consent of the Lessor.

ARTICLE IV: DAMAGE, LOSS, AND REPORTING

Section 4.01. Lessee Responsibility. Lessee assumes full, absolute, and total responsibility for the Trailer, including all Included Equipment, from the moment it leaves the Lessor's premises until the time it is returned to Lessor and the return inspection is completed. **Lessee shall be fully responsible for any and all damages, theft, or loss incurred by the Trailer or Included Equipment during this period, regardless of fault or cause, including, without limitation, damage due to road hazards, weather events, accidents, vandalism, or natural causes.**

Section 4.02. Covered Costs. Lessee's responsibility pursuant to Section 4.01 shall include, but not be limited to, the following costs:

- Cost of necessary repairs or the full replacement value of the Trailer and/or Included Equipment.
- Loss of Use, as defined herein.
- Diminished Value, as defined herein.
- Replacement cost for any Missing Equipment.
- Administrative fees related to processing claims, reports, and repairs.

Section 4.03. Reporting Requirements. Lessee shall immediately notify Lessor and the appropriate law enforcement agency (Police) within twenty-four (24) hours of any accident, damage, theft, or loss involving the Trailer.

ARTICLE V: PROHIBITED USES

Lessee shall not use or permit the Trailer to be used for:

1. Transportation of hazardous or illegal materials, or persons.
2. Towing by an impaired, unlicensed, or unauthorized operator.
3. Travel outside of the geographical area of the contiguous United States.
4. Exceeding the Trailer's gross vehicle weight rating (GVWR) or carrying improperly secured cargo.
5. Operation in conditions of low clearance or other unsafe towing environments.
6. Affixing any signs, paint, decals, or other modifications.
7. Any illegal or reckless activity.

ARTICLE VI: FEES AND CHARGES

Section 6.01. Payment Obligation. Lessee agrees to pay the following:

- The specified rental rate.
- All applicable taxes and regulatory fees.
- All fines, penalties, court costs, or other expenses resulting from traffic, toll, or parking violations incurred during the rental period, plus an administrative fee of One Hundred Dollars (\$100.00) per violation.
- Costs incurred by Lessor to recover the Trailer if not returned as stipulated.
- All legal fees, collection costs, and expenses incurred by Lessor to enforce this Agreement.
- A late payment charge of five percent (5%) on any overdue balances.
- A returned check fee of One Hundred Dollars (\$100.00) or the maximum amount permitted by law.
- An excessive cleaning fee, up to Five Hundred Dollars (\$500.00).
- A late return fee of Ten Dollars (\$10.00) per hour, capped at Two Hundred Dollars (\$200.00) per day.

Section 6.02. Early Return. No refund shall be provided for the early return of the Trailer.

ARTICLE VII: DEPOSIT

Section 7.01. Deposit Application. The security deposit paid by the Lessee may be applied by the Lessor, at its sole discretion, to offset any unpaid balances, including but not limited to, damage estimates, late fees, or other charges incurred under this Agreement.

ARTICLE VIII: MODIFICATIONS

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, oral or written. This Agreement may not be modified, amended, or supplemented except by a writing executed by an authorized representative of Three M Trailer Rental, LLC.

ARTICLE IX: LEGAL PROVISIONS

Section 9.01. Non-Waiver. Lessor's failure to enforce any provision of this Agreement shall not constitute a waiver of its right to enforce that or any other provision in the future.

Section 9.02. Limitation of Liability. Lessee releases Lessor from liability for any consequential, special, or indirect damages arising out of this Agreement or the use of the Trailer.

Section 9.03. Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

ARTICLE X: CANCELLATION POLICY

Section 10.01. Standard Cancellation. Cancellations made with a minimum of seventy-two (72) hours' prior notice to the rental start time shall incur no cancellation charge.

Section 10.02. Late Cancellation/Declined Bookings. If cancellation occurs with less than seventy-two (72) hours' notice and the reservation resulted in Lessor declining other booking opportunities, the Lessee's refund may be reduced proportionally to the revenue lost from those overlapping, declined rental days. The security deposit will be fully refunded if the Trailer was not picked up.

Section 10.03. Non-Refundable Items. The following fees and charges are non-refundable under any circumstance:

- Card processing fees.
- Costs of special equipment purchased at the request of the Lessee (e.g., ramps, straps, etc.).
- Delivery fees are refundable only if cancellation is received before delivery transit commences. If the driver is already en route, the Lessee shall be responsible for a pro-rated delivery fee calculated based on mileage traveled at the time of cancellation.

Section 10.04. Communication. Lessor shall determine and communicate any applicable deductions or adjustments in writing to the Lessee.

ARTICLE XI: INCLUDED EQUIPMENT & REPLACEMENT COSTS

Lessee confirms receipt of the following equipment and agrees to the replacement costs listed below in the event of loss or damage:

Item	Replacement Cost (Up To)
4 Ratchet Straps	\$50.00 each

Item	Replacement Cost (Up To)
12,000 lb Winch	\$150.00
Coupler Lock	\$20.00
Spare Tire	\$150.00
Ramps	\$150.00 (for each)
Tongue Jack	\$150.00
Ball & Hitch	\$60.00
Spare Tire Tools	\$30.00
Tail Light	\$25.00
Tail Light & Mount	\$75.00

ARTICLE XII: CONTACT INFORMATION

Lessor (Three M Trailer Rental, LLC)

Contact Type	Detail
Phone	252-622-7921
Email	cody@3mtrailerrental.com
Address	1272 Chatham St., Newport, NC
Website	3mtrailerrental.com

LESSEE ACKNOWLEDGMENT

By signing below, Lessee acknowledges that they have read, understood, and agreed to all terms and conditions of this Rental Agreement.