



## **SECTION ONE Terms and Conditions**

### **1. Loss or Damage to Trailer**

Renter shall pay Mountain View Trailer Rentals for all loss, damage and/or mechanical repairs to trailer and accessories, regardless of fault, resulting from abuse and/or misuse and/or negligence.

### **2. Prohibited Use**

The trailer of this contract shall not be used:

- a) By anyone not specifically named in this agreement.
- b) By anyone whose ability to operate the tow vehicle is impaired by alcohol, drugs or fatigue.
- c) In violation of any law.

### **3. Loss of Use**

Renter agrees to pay a sum equal to the regular daily rental rate of the trailer for each day the trailer is unavailable for rent, regardless of fault, while any damage and/or mechanical repairs are made.

### **4. Reporting of Accidents and Theft**

Renter shall report any accident or theft involving the trailer to the police and shall complete a written report as soon as possible and in any event within 24 hours.

### **5. Payment**

Renter shall pay all charges incurred in connection with the rental. Renter agrees that if the person or company indicated by renter to be responsible for payment fails to make payment, renter on demand agrees to pay all charges.

### **6. Tickets or Fines**

Renter shall pay all fines and other costs associated with traffic and parking violations issued during the rental period.

The renter is responsible for any charges from any toll road costs while in possession of the trailer.

### **7. Repossession**

Mountain View Trailer Rentals may terminate this agreement and repossess the trailer at any time or place.

### **8. Personal Property**

Mountain View Trailer Rentals is not responsible for loss or damage of any property left in, upon or carried in the trailer.

### **9. Loads**

Renter agrees to pay for any and all damage and/or mechanical repairs resulting from the vehicle being overloaded or improperly loaded or resulting from an insecure load.

10. Return Times

Renter agrees to pay in full, the rental rate for each day the trailer is not returned at the agreed upon rental return time.

11. Tow Vehicle

- a) Tow vehicles are not covered by Mountain View Trailer Rentals insurance.
- b) If trailer is damaged by a tow vehicle, renter shall pay for all damage, loss of use and towing.
- c) All tow vehicles MUST HAVE a class II or better hitch as well as a 4 or 7 wire harness as necessary. Installation charges are the responsibility of the renter. If you already have hitching and wiring they MUST be in good working order. Any problems or adjustments must be repaired and the cost is the responsibility of the renter.

12. Delays and Breakdowns

Mountain View Trailer Rentals is not responsible for loss of time, wages, inconvenience, loss of use of the vehicle or other consequential damage or experience.

13. Licenses and Permits

Any additional licenses or permits required by provincial or state authorities are the responsibility of the renter.

**Customer to initial having read the above \_\_\_\_\_**

**SECTION TWO Waiver and Release**

On behalf of myself and my executors, administrators, heirs, next of kin, successors, assigns.

I, hereby (A) waive, release, and discharge from any and all liability for the death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter accrue to me or my family and friends (B) hold harmless Mountain View Trailer Rentals for any and all liabilities and claims made by other individuals or entities as a result of any of my actions or the actions of any associates, or member of my family.

I, the undersigned, on behalf of myself and my family and associates,

X\_\_\_\_\_ (a) acknowledge that I have read and understand the waiver and release described herein (please initial)

X\_\_\_\_\_ (b) affirm that this release and waiver shall be construed broadly to provide a release and (please initial)

X\_\_\_\_\_ (c) waiver to the maximum extent permissible under applicable law. (please initial)

X\_\_\_\_\_ X\_\_\_\_\_
Signature Date

Steve Wicks
C/o Mountain View Trailer Rentals