

## TRAILER RENTAL AGREEMENT

THIS TRAILER RENTAL AGREEMENT is entered into by and between **Ronda's Courtesy Trailer, LLC, a Wisconsin Limited Liability Company, ("Owner")**, and \_\_\_\_\_ (**"Customer"**) with reference to the following:

**WHEREAS**, Ronda's Courtesy Trailer, LLC is the title **Owner** of the "Trailer;" and

**WHEREAS**, **Owner** grants **Customer** use, as a courtesy and benefit to **Customer**, **Owner's** Trailer ("Trailer"), for moving personal belongings from **Customer's** sold home to **Customer's** newly purchased house and/or related locations; and

**WHEREAS**, **Customer** agrees to use and operate the Trailer pursuant to the terms and conditions described in this agreement; and

**WHEREAS**, **Customer** understands and acknowledges that Ronda L. Thompson at all times has conducted business associated herewith as the sole and managing member of Ronda's Courtesy Trailer, LLC and is not acting in her individual capacity as an agent/broker for Restaino and Associates, Inc., or as sole and managing member of Ronda's Real Estate Biz, LLC.

**NOW THEREFORE**, for good and valuable consideration, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct, ratified and incorporated into this agreement.
2. **Rental.** **Owner** agrees to rent EZ-Hauler 7.5 x 14 Trailer Vin #5WFBE1427NS018799 ("Tailer") for \$1.00 to **Customer**. **Customer** will tow the Trailer with **Customer's** vehicle and use the Trailer for the sole purpose of moving personal belongings from **Customer's** sold home to **Customer's** newly purchased home or as agreed to

otherwise in writing between the parties. Ronda's Courtesy Trailer, LLC, is not liable for, nor does it make any representations as to, the sufficiency of customer's vehicle for the use described herein

3. **Customer Term.** **Customer** shall pick up the Trailer on \_\_\_\_\_, 2021, and agrees to return the Trailer by \_\_\_\_\_, 2021, unless this time period is extended by **Owner**.
4. **Territorial Restrictions:** **Customer** agrees to limit the trailer-use to a two hundred (200) mile radius from Madison, WI, Tomahawk, WI, or Lake Geneva, WI, unless mutually agreed to otherwise by the parties as reflected below. Further, the **Customer** agrees to return the Trailer clean and in good condition to the **Owner**. Additionally, **Customer** shall use the Trailer only from the address set forth in this rental-agreement and shall use the Trailer solely for personal moving purposes.

If the use of the trailer-use will originate somewhere other than Madison, Tomahawk, or Lake Geneva, the parties shall reference and initial the new location and also list and initial the mile restriction as set forth below:

- a. Initials \_\_\_\_\_, \_\_\_\_\_                      Location \_\_\_\_\_
- b. Initials \_\_\_\_\_, \_\_\_\_\_                      Mile Restriction \_\_\_\_\_

5. **Weight Restrictions.** **Customer** agrees to abide by the Trailer weight restrictions when using the Trailer.
6. **Inspection.** **Customer** agrees that **Customer** has been given an opportunity to carefully inspect the Trailer prior to using the Trailer. **Customer** accepts the Trailer in

“as is” condition. **Customer** and **Owner** will inspect the Trailer prior to receipt and upon return to determine the before and return condition of the Trailer. Any damage to the Trailer will be noted by **Owner** in writing and **Customer** agrees to reimburse the **Owner** for the cost of repair.

7. **Condition of Trailer.** **Customer** shall immediately discontinue the use of the Trailer while it is in **Customer’s** possession if it becomes unsafe or the **Customer** has observed the Trailer to be in a state of disrepair. **Customer** shall immediately notify **Owner** of any problems **Customer** discovers with the Trailer. **Customer** is not authorized to make any repairs to the Trailer and shall not commit the **Owner** to make any repairs to the Trailer. **Customer** shall be totally responsible for all damage or claims to the Trailer while in the **Customer’s** possession.
8. **Age of Operator.** The use of the Trailer by any person under twenty-one (21) years of age is strictly prohibited. There will be only one authorized driver and the person driving the vehicle towing the trailer must be twenty-one (21) years of age or older. The Customer and/or any party who will be driving the vehicle towing the Trailer shall be required to produce a valid driver’s license and proof of car insurance prior to taking possession of the Trailer.
9. **Damaged, Lost, or Stolen or Dirty Trailer.** **Customer** assumes the entire risk of loss or damage with respect to the Trailer, regardless of cause, normal wear and tear accepted. **Customer** agrees that if the Trailer is damaged lost, stolen, or accidentally destroyed, **Customer** will immediately notify **Owner** of the damage or loss and will furnish **Owner** with proper affidavits covering the facts of the loss, theft, or accidental

destruction. In the event of any loss or destruction of the Trailer, or the inability to return the Trailer, **Customer** agrees to pay **Owner** the complete and full retail replacement value of the Trailer as determined solely by **Owner**. All costs of repairs will be borne by the **Customer**, whether performed by **Owner** or, at **Owner's** option, by another party. **Customer** shall pay a reasonable cleaning charge for a Trailer that is returned dirty beyond normal wear and tear. (See also **Customer** Indemnification below)

10. **Insurance.** **Customer** represents that the Trailer and its contents will be covered for property loss and personal injury by **Customer's** motor vehicle insurance policy and agrees to provide proof of same before taking possession of the trailer.
11. **Customer Indemnification.** **Customer** agrees to indemnify and hold harmless **Owner** from all costs, expenses, claims or judgments, including reasonable attorney's fees and court costs, for and on account of, any personal injury or property damage sustained by **Customer** or any third party relating to **Customer's** use of the Trailer and/or breach of this Agreement.
12. **Warranties and Representations.** **Owner** warrants that the Trailer when delivered to **Customer** will be in good operating condition. **Owner** makes no other representations or warranties concerning suitability, design, quality, merchant ability or fitness for any particular purpose of the Trailer.
13. **Damage to Customer's Vehicle.** In no event shall **Owner** be liable to the **Customer** for any damages for loss of use or damage to **Customer's** motor vehicle or other equipment or personal property.

14. **Right to Retake Possession of the Trailer.** If the **Customer** breaches this rental agreement, fails to pay any charges when due, or fails to perform any promise on the **Customer's** part, **Owner** or its agent shall be permitted and **Customer** hereby authorizes them to go to **Customer's** property and immediately repossess the Trailer without giving **Customer** notice and without legal process. **Customer** hereby grants to **Owner** and **Owner's** agents, permission to come onto the property where the Trailer is located for the purpose of retaking it, except that **Owner** and **Owner's** agents shall not commit any breach of the peace in repossession of the goods. **Owner** shall be entitled to recover **Owner** cost for any such repossession, including reasonable attorney's fees and court costs.
15. **Relationship.** Nothing herein shall be deemed to create a partnership, joint venture or employer-employee relationship between the parties. Further, **Customer** understands and acknowledges that Restaino and Associates, Inc. is not a party to this Agreement and **Customer** agrees to hold Restaino and Associates, Inc. harmless and waive any claim it may have, known or unknown, now or in the future, related to this Agreement and the use of the Trailer.
16. **Successor and Assigns.** This Agreement binds and benefits the heirs, successors and assignees of the **Customer**, if appropriate.
17. **Assignment or Transfer.** **Customer** may not assign or transfer use of the Trailer to any third-party without the written consent of the **Owner**

18. **Notices.** All notices must be in writing. A notice may be delivered to a party at the address that follows a party's signature or to a new address the party designates in writing. A notice may be delivered in person, by certified mail, or by email.
19. **Severability.** If any arbitrator/court determines that any provision of this Agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this Agreement invalid or unenforceable and such provision shall be modified, amended, or limited only to the extent necessary to render it valid and enforceable.
20. **Waiver.** If one party waives any one provision of this Agreement at any time, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given. If any party fails to exercise or delays exercising any of its rights or remedies under this Agreement, that party retains the right to enforce the provision/term at a later time.
21. **Modification.** This Agreement may be modified only by written agreement signed by the parties concerned.
22. **Disputes.** If a dispute arises, the parties will in good faith try to resolve it first through mediation and if mediation is not successful, through binding arbitration through the American Arbitration Association located in Madison, Wisconsin. Each party waives the right to have the dispute heard by a court. The arbitrator fee will be shared equally between the parties to the mediation or arbitration. Each party shall be responsible for their own attorney's fees, costs, and expert witness fees, the rules of evidence do not

apply. Any arbitration award may be entered as a judgment in a court of competent jurisdiction.

- 23. **Voluntary.** All parties have entered into this Agreement voluntarily and without duress.
- 24. **Governing law.** This agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.
- 25. **Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the subject matter herein. This Agreement may be amended only by a writing executed by all the parties.
- 26. **Counterparts.** This Agreement may be signed by the parties in counterparts and documents signed in counterpart will create a document binding all the parties.

**IN WITNESS WHEREOF**, the undersigned have executed his Agreement and agree to be bound herby.

Dated: \_\_\_\_\_, 20 \_\_\_\_.

**Ronda's Courtesy Trailer, LLC,  
a Wisconsin Limited Liability Company**  
By \_\_\_\_\_  
Managing Member

Dated: \_\_\_\_\_, 20 \_\_\_\_.

By \_\_\_\_\_  
**Customer Name**