



# Terms & Conditions

## 1. Online Contract Signing and Pickup Process

The Customer agrees to sign this contract electronically. Once the Customer has signed the contract online and completed the booking, the signed agreement will be sent to the Customer via email along with a copy signed by the Owner or the employee responsible for the unit.

Upon receiving the signed contract, the Customer may proceed to the designated pickup address at the scheduled rental time, without further in-person interaction. The trailer will be available for pickup at the agreed-upon location. The Customer is responsible for returning the trailer to the same location before or at the end of the rental period specified in the contract.

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## 2. Rental Period

The daily rental period is subject to the operational hours of the unit, which will be available for pickup starting at **6:00 AM** and the latest return time is **7:00 PM**. The Customer can pick up the unit at any time within this period, but once the unit is returned, the rental period is terminated and the Customer cannot use the unit anymore unless another rental period is booked.

**Rental Price:** The rental base price per day is **\$130.00 USD**, or the price set according to the number of day leased.

### Extend or Renew Rental Period:

If the Customer wishes to extend or renew the rental period, they must contact the business during operation hours and at least **4 hours before the end of the last day of the current rental period**. Failure to do so may result in the standard late return charges being applied, as outlined in these Terms and Conditions.

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## 3. Trailer Information provided on website

- **Model of Trailer**
- **Company SKU**
- **Plate Number**
- **Color**
- **Dimensions**
- **Empty Weight**
- **Maximum Capacity Load**
- **Gross Vehicle Weight Rating (GVWR)**
- **Location for Pick-up**
- **Location for Return**

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## 4. Identification and Address Verification

The Customer agrees to provide:

- A valid copy of their government-issued ID (Driver's License, Passport, etc.) upon signing this Agreement.
- The address where the trailer will be placed and **proof of the address** (such as a utility bill, lease agreement, or other official document showing the location where the trailer will be used).

- **If the Customer's address is different from the one on their ID or different from the address where the unit will be located**, the Customer must provide proof of their current residential address (such as a utility bill or lease agreement).

#### Address of Use

#### Proof of Address Provided

The trailer will not be released to the Customer without proof of the address where the trailer will be placed.

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#### 5. Vehicle Insurance Requirement

The Customer agrees to provide a copy of valid insurance for the vehicle that will be used to haul the trailer. The insurance must include **a minimum liability coverage** to meet or exceed state requirements for towing trailers.

##### Vehicle Make/Model

##### Vehicle Insurance Provider

##### Insurance Policy Number

The Customer agrees that no trailer shall be released to them unless the vehicle used to haul the trailer is insured with the required minimum liability coverage.

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#### 6. Insurance

The Customer is required to maintain adequate insurance coverage for the vehicle used to haul the trailer for the duration of the rental period. Proof of insurance must be provided prior to pickup, and the Owner reserves the right to verify that insurance is valid.

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#### 7. Rental Fees and Holding Deposit

The Customer agrees to pay the unique rental price set for the rental period, as per this agreement. Additionally, the Customer understands and agrees that a holding deposit of **\$ 300.00** will be placed on their debit/credit card at the time of rental. This amount will be held until the trailer is returned and inspected by the Owner.

Upon return of the trailer, the Owner will conduct a thorough inspection. If no damage is found, the holding deposit will be released back to the Customer's debit/credit card. **The time frame for the release of held funds is subject to the policies of the Customer's bank and may take between 5 to 10 business days.**

If damage is found, the Owner reserves the right to deduct the necessary amount from the holding deposit to cover repair costs.

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#### 8. Confirmation of Booking, Checklists, and Lock Usage

Upon payment of the booking, the Customer will receive an email confirmation with the following details:

- **Address for pick-up** of the trailer.
- **Address for return** of the trailer.
- **Code for the lock** on the trailer, if applicable. The Customer will keep the lock for the duration of the rental period. This lock can be used to secure the trailer at no additional charge. The lock and code will be returned along with the trailer at the end of the rental period. Any loss or failure to return the lock may result in a replacement charge.
- **Electrical Charge:** The trailer will have enough electrical charge to function for a full day of usage. The unit is equipped with a solar panel to assist with recharging the battery. A charger will also be provided to the Customer for use during the rental period. This charger must be returned with the trailer. If the Customer loses the charger, they will be charged the value of a new one.
- **Checklists:** The email will also include a simple checklist that the Customer may use for checking the condition of the unit at both pickup and return. These checklists are optional and do not override any terms in this Agreement but may be used as additional proof if any claims arise. It is also recommended that the Customer take photos of the unit at the time of pickup and return to serve as personal proof of the condition of the trailer.

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## 9. Rental of Extra Accessories and Purchase of Consumables

The Customer may request additional accessories to rent along with the trailer, as well as consumable items for purchase. All accessories leased must be returned with the trailer at the end of the rental period. If any accessory is lost or damaged, the Customer will be charged the retail price required to replace it. Consumable items are sold to the Customer for use during the rental and do not need to be returned. Available options include:

### Accessories for Rent:

- **Hitch:** The Customer is responsible for verifying if the hitch provided by the Owner fits the vehicle that will haul the unit. The hitch provided will be a suitable size for the trailer only.
- **Electrical Extension to Charge the Battery:** The trailer will be provided fully charged, and a small electrical extension cord will be supplied free of charge.

### Consumable Items for Purchase:

- **Hydraulic Fluid (extra bottle):** The trailer's tank will be full upon rental, but longer rental periods may require additional fluid. As a consumable item, hydraulic fluid is exempt from extra charges for return, and the unit may be returned with the hydraulic tank empty. However, the Customer must not operate the trailer's hydraulic functions if the tank becomes empty, as this could damage the unit. If the Customer wishes to continue using the trailer, it is their responsibility to refill the hydraulic tank. Operating the trailer with an empty hydraulic tank will hold the Customer accountable for damages under the **Damage and Repairs** section of this Agreement.

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## 10. Pickup and Return Conditions

- **Pickup Condition:** The Customer will receive the trailer with no cargo load on it. It is the Customer's responsibility to verify that the trailer is empty when they take possession of it.
- **Return Condition:** The trailer must be returned with no cargo load on it. If the Customer fails to return the trailer empty, the cost of unloading and disposing of the cargo will be charged to the Customer. This includes any additional costs related to the proper disposal of the cargo in accordance with applicable regulations.

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## 11. Damage, Theft, Late Returns, and Liability

- **Usage of Trailer:** The trailer is to be used only for transporting approved materials. The use of the trailer for hazardous materials, illegal substances, or oversized loads is strictly prohibited.
- **Maintenance and Repairs During Rental Period:** The Customer must notify the Owner immediately of any issues. Do not attempt repairs independently.

### 11. Damage, Theft, Late Returns, and Liability

The Customer is fully responsible for any damage, theft, or loss of the trailer during the rental period. Any damage beyond normal wear and tear caused by misuse, accidents, or negligence will be charged to the Customer.

#### Usage of Trailer:

The trailer is to be used only for transporting **approved materials**. The use of the trailer for hazardous materials, illegal substances, or oversized loads is strictly prohibited. Failure to comply with these guidelines may result in immediate termination of the rental agreement and additional charges, including potential damages or costs related to the misuse of the trailer.

#### Maintenance and Repairs During Rental Period:

The Customer is responsible for notifying the Owner immediately of any mechanical issues or damage to the trailer that occurs during the rental period. The Customer must **not attempt any repairs** on the unit. The Owner will handle repairs according to internal procedures, and any **costs arising from repairs** will be paid by the Customer. The repairs must restore the unit to a condition deemed satisfactory by the Owner.

#### Late Return:

If the trailer is not returned by the agreed-upon date and time, the Customer will be charged an additional fee of **\$130.00 USD** per day for each day the trailer is late. This fee will be deducted from the Customer's holding deposit or charged to the debit/credit card on file if the holding amount has been exhausted. **Discounts** that were applied during the original rental period will **not apply** to late returns. To avoid additional fees, it is recommended that the Customer extend the rental period or re-book if needed, in order to maintain any applicable discounts.

#### Retrieval of the Unit:

In the event that the Customer fails to return the trailer, and the company must retrieve it, the Customer will be responsible for all associated retrieval

costs. These costs will be deducted from the Customer's holding deposit or charged to the debit/credit card on file if the holding amount has been exhausted.

#### Stolen Trailer:

1. In the event that the trailer is stolen during the rental period, the Customer must **immediately report** the theft to both the **Owner** and the appropriate **authorities**.
2. If the unit is recovered, the Customer will not be required to pay the full value of the trailer, but the Customer will be responsible for paying for the downtime during which the unit was unavailable. The downtime charge will be calculated using the daily base rate of **\$130.00 USD** per day.
3. The recovery of the unit must occur within **45 days**. If the unit is not recovered within this time frame, the Customer will be responsible for covering the remaining value of the trailer. The **35 days already paid for** as downtime at the rate of **\$130.00 USD per day** will be considered a **down payment** toward the value of the unit. The remaining **10 days** will be used to cover the downtime losses that the business incurs for not having the unit available for operation.
4. If the unit is recovered but is **damaged**, the Customer will be responsible for covering the **cost of repairs** necessary to make the unit operational again, unless the unit is **damaged beyond repair**, in which case the Customer will be liable for the full replacement cost of the unit.

#### Damaged Trailer:

If the trailer is damaged during the rental period, the Customer will be responsible for covering the **cost of repairs** required to return the unit to full operational status. The Customer must **not attempt any repairs** on the unit. The Customer must inform the Owner of any damage, and the Owner will proceed according to internal rules for handling damaged units. Any **costs arising from these repairs** will be borne by the Customer. The repairs must restore the unit to a condition deemed satisfactory by the Owner.

Additionally, for the duration of the repair process, the Customer will be charged the **daily rental rate of \$130.00 USD** for each day the unit is non-operational, up to a maximum of **20 days**. These charges will cover the downtime losses incurred by the business while the unit is being repaired.

#### Damage Beyond Repair:

In the event that the trailer is **damaged beyond repair** during the rental period, the Customer agrees to pay the **full replacement cost** of the trailer, or the amount agreed upon at the time of signing the rental agreement, whichever is higher. The replacement cost shall be determined by the Owner based on the market value of the trailer or its equivalent at the time of the incident.

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## 12. Dispute Resolution and Legal Expenses

**Third-Party Mediation:** In the event of a dispute between the Customer and the Owner, both parties agree to first attempt to resolve the matter through a neutral third-party mediator before pursuing legal action. Mediation will be conducted by a mutually agreed-upon mediator.

**Court Proceedings:** If the dispute cannot be resolved through mediation and the case proceeds to court, the Customer agrees that if the Owner wins the case, the Customer will be responsible for reimbursing the Owner for all legal expenses incurred, including but not limited to attorney fees, court costs, and any other related expenses.

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## 13. Indemnification

The Customer agrees to indemnify, defend, and hold harmless the Owner from any and all claims, liabilities, damages, losses, or expenses arising from the use of the trailer during the rental period. This includes, but is not limited to:

- Any fines, penalties, or violations issued by authorities during the rental period related to the use, operation, or transportation of the trailer. The Customer is fully responsible for the payment of such fines or penalties.

The indemnification extends to any legal fees or costs incurred by the Owner as a result of the Customer's actions or negligence during the rental period.

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## 14. Prohibited Use

The Customer shall not:

- Use the trailer for any unlawful purpose.
- Overload the trailer beyond its capacity.
- Sublease or rent the trailer to any other party.
- Operate the trailer outside of the designated address without prior approval from the Owner.

- **Operate or haul the unit if the Customer is under the influence of any substance that could put the unit and the lives of others or themselves at risk.**

The prohibited uses listed above are **not limited to these points** but are also governed by all **applicable local, state, and federal laws**. Failure to comply with these restrictions may result in the immediate termination of this agreement, forfeiture of the security deposit, and potential legal action.

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#### **15. Digital Submission of Documents**

The Customer and the Owner agree that all documents required in this Agreement, including but not limited to identification, proof of address, insurance, and any other required paperwork, may be submitted in digital format (e.g., PDF, scanned copies, or clear photographs).

Digital submissions must be clear, legible, and complete. The Owner reserves the right to request original physical copies of any documents if necessary.

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#### **16. Termination of Agreement**

The Owner reserves the right to terminate this Agreement at any time if the Customer fails to comply with the terms and conditions outlined herein.

Termination of the agreement may occur under the following conditions:

- Violation of the usage guidelines or prohibited use clause.
- Failure to provide accurate information during the booking or verification process.
- Evidence of misuse or negligence causing damage to the trailer or equipment.

In the event of termination, the Customer will not be entitled to any refund of rental fees or security deposits and may be held liable for damages or additional charges incurred as a result of the violation.

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#### **17. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the **State of Texas**.

Any legal actions or proceedings arising out of this Agreement shall be brought exclusively in the courts of the State of Texas. The Customer acknowledges and agrees that the State of Texas has jurisdiction over any disputes or claims related to this Agreement.

#### **Contact Information**

For questions or assistance, please contact us at:

- **Phone:** (737)444-5082
- **Email:** brandrep01@gomargroupllc.com