

Rental Agreement and Conditions

1. **Definitions.** "Agreement" means all terms and conditions found in this form, any addenda and any additional materials we provide at the time of rental. "Renter" means the person identified as the renter on this form, any person signing this Agreement, any Authorized Driver and any person or organization to whom charges are billed by us at its or the Renter's direction. "We", "our" and "us" means the business renting the towed Trailer to Renter. "Trailer" means the non-motorized towed cooling unit identified in this Agreement and any Trailer we substitute for it. "Loss of use" means the loss of our right to use the Trailer for any reason because of damage to it or loss of it during this rental. Loss of use is calculated by multiplying the number of days from the date of damage to the Trailer until it is repaired or replaced times the daily rental rate.
2. **Rental, Indemnity and Warranties.** This is a contract for rental of the Trailer. We may repossess the Trailer at Renter's expense without notice to Renter, if the Trailer is abandoned or used in violation of law or this agreement. Renter agrees to indemnify us, defend us and hold us harmless from all claims, liability, costs and attorney fees we incur resulting from, or arising out of this rental and Renter's use of the Trailer.
3. **Condition and Return of Trailer.** Renter must return the Trailer to our rental office or other location we specify, on the date and time specified in this Agreement, and in the condition that renter received it, except for ordinary wear. If the Trailer is returned after closing hours, renter remains responsible for the safety of, and any damage to, the Trailer until we inspect it upon our next opening for business. Service to the Trailer or replacement of parts or accessories during the rental must have our prior approval.
4. **Responsibility for Damage or Loss; Reporting to Police.** Renter is responsible for all damage to, loss, or theft of the Trailer, during the rental period. This includes cost of repair or the actual retail cash value of the Trailer if it is not repairable or if we elect not to repair it, loss of use, diminished value of the Trailer caused by damage to it or repair of it, missing equipment, and a reasonable charge to cover our administrative and labor expenses connected with any damage claim. Renter must report all accidents involving the Trailer to us, and the police within 24 hours of occurrence and provide police report or incident number to us.
5. **Prohibited Uses.** The following acts or uses of the Trailer are prohibited:
 - A. **Towing the Trailer:**
 1. **By anyone not authorized by this Agreement**
 2. **By anyone under the influence of drugs or alcohol**
 3. **By anyone who obtained the Trailer or extended the rental period by giving us false, fraudulent or misleading information**
 4. **In furtherance of any illegal purpose or under any circumstance that would constitute a violation of law other than a minor traffic citation**
 5. **To carry persons or property for hire**
 6. **To carry dangerous or hazardous items or illegal materials**
 7. **Outside the United States**
 8. **When loaded beyond capacity, as determined by the manufacturer of the Trailer**
 9. **When driven through or under an underpass or other structure without sufficient overhead or side clearance**
 10. **When it is reasonable to expect renter to know that further operation would damage the Trailer**
 11. **In a manner that causes damage to the Trailer due to inadequately secured cargo**
 12. **On unpaved roads or non-public roads**
 - B. **Failing to summon the police to any accident involving the Trailer that caused personal injury or property damage**
 - C. **Damaging Trailer by renter's intentional, wanton, willful or reckless conduct**
 - D. **Damaging Trailer by an animal being transported in the Trailer**
 - E. **Damaging Trailer by sitting, standing or lying on the roof of the Trailer**
 - F. **Damaging the Trailer by placing tire chains on the Trailer**
 - G. **Damaging trailer by using a generator with less than 3500 amps**
6. **Insurance.**
 - A. **Transportation**

1. If the equipment is Transported (delivered) by us, any incidents and/or damage en-route, and/or during set-up, will be assumed by Pre-Cooler Party Trailers LLC.
2. If transported by the renter or appointee of the renter, any incidents and/or damage en-route, and/or during set-up transports the equipment, will be assumed by the renter and/or the renters' insurer.
- B. **Physical Damage**
 1. If the equipment is damaged or destroyed as the result of natural occurrence, (storm damage), mechanical failure, (fire), normal wear, or circumstances not under control of renter, (damage from 3rd party), then responsibility will be assumed by Pre-Cooler Party Trailers LLC.
 2. If the equipment is damaged or destroyed as the result of negligence or misuse of the equipment, then renter and/or the renters' insurer will assume responsibility. And result in loss of Deposit.
- C. **Content Loss**
 1. Content Loss is defined as any contents that cannot be used due to damage or equipment failure.
 2. Beverages in secure containers, that can be chilled again, are not considered Content Loss.
 3. Food Items that were chilled, and were subjected to warm temperatures to the point that they are unsafe to consume, while in the refrigerated trailer, due to a mechanical failure are considered content loss.
 4. Contents that are damaged will be covered based on the guidelines provided under transportation, and physical damage listed above. Contents not secured properly during transport will be exempt from responsibility of Pre-Cooler Party Trailers LLC.
 5. Contents that are damaged due to mechanical equipment failures will be the responsibility of the renter and/or the renters insurer.
7. **Charges.** Renter agrees to pay us on demand for all charges due us under this Agreement, including, but not limited to:
 - A. Time for the period during which renter keeps the trailer
 - B. Charges for optional services
 - C. Applicable taxes
 - D. All traffic, toll or parking violations, fines, penalties, citations, forfeitures, court costs, towing charges and other expenses involving the Trailer assessed against us or the Trailer; if renter fails to pay a traffic or toll charge to the charging authority, renter will pay us all fees owed to the charging authority plus our administrative fee of \$50 for each such charge
 - E. \$100, plus \$1/mile for every mile between the renting location and the place where the Trailer is returned, repossessed or abandoned, plus any additional recovery expenses we incur
 - F. All costs, including pre- and post-judgment attorney fees, we incur collecting payment from renter or otherwise enforcing our rights under this Agreement
 - G. A 5% late fee, or the maximum amount allowed by law (if lower than 5%) on all amounts paid after the Trailer is returned
 - H. \$50 or the maximum amount permitted by law, whichever is greater, if renter pays us with a check returned unpaid for any reason
 - I. A reasonable fee not to exceed \$100 to clean the Trailer, if returned substantially less clean than when rented
 - J. No refund of rental fees if Trailer is returned earlier than date or time due in
8. **Deposit.** We may use Renter's deposit to pay any monies owed to us under this Agreement.
9. **Renter's Property.** Renter releases us, our agents and employees from all claims of loss of, or damage to, Renter's personal property or that of any other person, that we received, handled or stored, or that was left or carried in or on the Trailer or in any service vehicle or in our offices, whether or not the loss or damage was caused by our negligence or was otherwise our responsibility.
10. **Modifications.** No term of this Agreement can be waived or modified except by a writing that we have signed. This Agreement constitutes the entire agreement between renter and us.
11. **Miscellaneous.** A waiver by us of any breach of this Agreement is not a waiver of any additional breach or waiver of performance of Renter's obligations under this Agreement. Our acceptance of payment from Renter or our failure, refusal, or neglect to exercise any of our rights under this Agreement does not constitute a waiver of any other provision of this Agreement. Unless prohibited by law, Renter releases us from any liability for consequential, special or punitive damages in connection with this rental or the reservation of a vehicle. Renter will indemnify, defend, and hold us harmless from and against any claim arising out of unsafe towing or use of Trailer committed by Renter or Renter's agent. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable.