



# LONGHORN

- EQUIPMENT RENTALS -

## TRAILER RENTAL AGREEMENT

Fort Worth, Texas

This Trailer Rental Agreement (“Agreement”) is entered into between **Longhorn Equipment Rentals, LLC** (“Company”) and the undersigned renter (“Customer”).

By renting equipment from Company, Customer agrees to all terms listed below:

### 1. RENTAL EQUIPMENT

Customer agrees to rent the equipment described on the applicable invoice or rental order (the “Equipment”), which is incorporated into this Agreement by reference.

### 2. RENTAL TERM & LATE RETURNS

Rental period begins when Company drops off the trailer. Rental ends upon Company pick-up. Daily, weekend, and weekly rates apply as published by Company.

Equipment not returned at the agreed time will incur a late fee equal to **200% of the standard daily rental rate** for each additional day until returned. Customer authorizes Company to charge the payment method on file for such amounts.

### 3. SECURITY DEPOSIT — \$200

A refundable deposit of **\$200** is required. The security deposit may be applied toward damages, excessive cleaning, misuse, late returns, prohibited materials, or any violation of this Agreement.:

- Trailer is returned dirty, with debris, or not cleaned
- Trailer is returned damaged
- Trailer is overloaded or abused
- Customer violates weight, towing, or usage rules
- Company may deduct additional charges if damage exceeds deposit.

### 4. CLEANING REQUIREMENT (NO DUMP SERVICE OFFERED)

Company **does not** offer dump services. Customer is responsible for removing all material placed in the trailer.

**Trailer must be returned clean and empty, or:**

- The security deposit may be applied toward cleaning, dumping fee
- Additional cleaning charges may apply

## 5. NO LOADING, HITCHING, OR SUPERVISION BY COMPANY

Company **does NOT hitch trailers** to customer vehicles, and **does NOT assist with loading or tying down cargo**.

**Customer is solely responsible for:**

- Hitching trailer to tow vehicle
- Checking ball size (2" or 2 5/16", depending on unit)
- Inspecting safety chains, lights, wiring
- Load balance and securement
- Ensuring cargo is legal and safe

## 6. TOWING LIABILITY

Company provides delivery and pickup services only.

Customer assumes **full responsibility and liability** for any and all:

- Towing operations
- Hitch failures
- Vehicle damage
- Third-party property damage
- Injuries or death
- Road violations
- Accidents or collisions

Customer acknowledges:

- Towing a trailer involves risk
- Customer is solely responsible for safe towing
- Hitching, chains, wiring, braking, and load balance are solely the Customer's responsibility
- Company does not inspect Customer's vehicle
- Customer's auto insurance is primary
- Customer indemnifies Company for any claims

Customer acknowledges that **their auto insurance is primary and fully responsible for all towing liability**.

## 7. ASSUMPTION OF RISK

Customer acknowledges that the use, towing, loading, and operation of trailers involves inherent risks including property damage, serious bodily injury, or death. Customer voluntarily assumes all such risks whether known or unknown.

## 8. INSURANCE & IDENTIFICATION

Customer agrees to provide:

1. A valid driver's license
2. Current auto insurance card (screenshot/photo allowed)
3. Photo of tow vehicle and hitch setup
4. Signed Agreement before taking possession

**No rental** will proceed without insurance verification.

## 9. CONDITION OF EQUIPMENT

Company photographs trailer condition at delivery/pickup. Customer agrees trailer is received in good working order unless noted.

Customer is responsible and liable for:

- Tire blowouts
- Broken jacks
- Bent fenders
- Damaged wiring
- Overload damage
- Axle or frame damage

### Damage, Cleaning & Overload Fee Schedule:

The security deposit **may be applied toward** the following charges, which represent a reasonable estimate of costs incurred by Company and are not intended as a penalty:

- **Cleaning Fee (Excessive Dirt or Mud):** Up to \$200 deducted from deposit
- **Debris or Waste Left in Trailer:** Dumping fees plus applicable cleaning charges
- **Overloaded Trailer:** Deposit applied toward resulting damage, excessive wear, and repair costs; additional charges may apply
- **Tire Damage:** \$150 per tire
- **Bent Jack:** \$200
- **Wiring or Harness Damage:** \$100
- **Bent Ramps:** Repair or replacement cost

If total charges exceed the security deposit, Customer authorizes Company to charge the payment method on file for the remaining balance.

Company reserves the right to assess charges for damages not specifically listed above.

## 10. MECHANICAL FAILURES

Customer agrees to immediately discontinue use of the Equipment if a mechanical problem or unsafe condition is suspected and to notify Company at once. Continued use after suspected failure is at Customer's sole risk, and Customer assumes all resulting liability.

## 11. WEIGHT LIMITS

Customer agrees **not to exceed** the rated capacity of the trailer or axles. Overloading results in:

- Additional damage charges
- Customer liability for all repair costs
- Potential ban from future rentals

## 12. TOW VEHICLE REQUIREMENTS & CDL COMPLIANCE

Customer agrees that the tow vehicle used to pull the trailer must have a Gross Vehicle Weight Rating (GVWR) of 10,600 pounds or less, so that the combined GVWR of the tow vehicle and trailer does not exceed 26,000 pounds.

Customer represents and warrants that:

- The combined GVWR of the tow vehicle and trailer does not exceed 26,000 pounds
- Customer holds the proper driver's license classification required under Texas law
- Customer is solely responsible for compliance with all federal, state, and local licensing and vehicle regulations

Company does not verify Customer's GVWR, license classification, or CDL status and assumes no responsibility for Customer's legal compliance.

Any violation of weight or licensing laws is solely the responsibility of Customer.

### **13. DELIVERY & PICK-UP POLICY**

Company offers mandatory delivery and pick-up of trailers only.

**Delivery** includes:

- Dropping the trailer in a safe location
- Securing it with chocks
- Locking coupler (if applicable)
- Leaving without supervising hitching

**Pickup** includes:

- Collecting trailer from property
- Inspecting condition
- Notifying customer of any charges

Company does **not** assist with:

- Hitching
- Loading
- Dumping
- Labor on site

### **14. NO DUMP SERVICES**

Company does not provide dumping services. Customer is solely responsible for the lawful disposal of all materials placed in the trailer.

Trailer must be returned completely empty.

Any debris, waste, or materials remaining in the trailer at pickup will result in dumping and cleaning charges, which may be applied toward the security deposit. Additional charges may apply if disposal costs exceed the deposit.

### **15. PROHIBITED USES**

Customer shall NOT:

- Tow with an undersized vehicle
- Tow without functioning brake lights
- Allow another person to tow
- Exceed weight ratings

- Tow off-road
- Carry hazardous materials
- Use trailer for business sub-rentals
- Modify or tamper with equipment
- Tow with a vehicle that causes the combined GVWR to exceed 26,000 pounds

## 16. HOLD HARMLESS & INDEMNIFICATION

Customer agrees to **indemnify, defend, and hold harmless** Longhorn Equipment Rentals, LLC from any and all:

- Claims
- Damages
- Losses
- Injuries
- Accidents
- Lawsuits
- Attorney fees

arising from Customer's use, misuse, towing, loading, transport, or operation of the trailer.

## 17. LIMITATION OF LIABILITY

Company is **not liable** for:

- Towing accidents
- Vehicle damage
- Lost time/delays
- Weather
- Acts of God
- Customer negligence

Customer's remedy is limited to refund of rental fees.

To the fullest extent permitted by law, Customer agrees that no owner, member, manager, or employee of Longhorn Equipment Rentals, LLC shall be held personally liable for any claims arising from this Agreement or use of the Equipment.

## 18. TERMINATION

Company reserves the right to terminate the rental immediately, without refund, if Customer engages in any of the following:

- Unsafe operation or handling of the Equipment
- Providing false, misleading, or unverifiable insurance or identification
- Illegal activity
- Abuse, misuse, or negligent operation of the Equipment

Upon termination, the security deposit may be applied toward damages, recovery costs, cleaning, unpaid rental charges, or any other amounts owed under this Agreement. Additional charges may apply if costs exceed the deposit.

## 19. GOVERNING LAW

This Agreement is governed by the laws of **Texas**. Venue shall be in **Tarrant County, Texas**.

## **20. ARBITRATION CLAUSE**

Any dispute shall be resolved by binding arbitration in Tarrant County, Texas. Customer waives the right to a jury trial.

## **21. CUSTOMER SIGNATURE**

By checking the acceptance box and providing an electronic signature, Customer acknowledges that they have read, understand, and agree to all terms, conditions, waivers, and policies contained in this Rental Agreement. Customer further agrees that their electronic signature is legally binding and has the same force and effect as a handwritten signature.