

TRAILER RENTAL AGREEMENT

1. 1. Parties

This Trailer Rental Agreement (the "Agreement") is made effective as of [EFFECTIVE DATE] between [OWNER NAME], located at [OWNER ADDRESS] (the "Owner"), and [RENTER NAME], located at [RENTER ADDRESS] (the "Renter"). The Renter driver license number is [LICENSE NUMBER], issued by [ISSUING STATE], and the Renter will tow the trailer with the vehicle identified in Section 6. Contact information for the Rental Period is [RENTER PHONE AND EMAIL] and [OWNER PHONE AND EMAIL]. Each Party represents that the person signing below is authorized to do so and that all information provided about identity, license status, tow vehicle, and insurance is accurate and complete.

2. 2. Trailer Rented

The Owner rents to the Renter the following trailer (the "Trailer"): [TYPE, e.g., 6x12 enclosed cargo / 20-foot car hauler / 14-foot dump], year [YEAR], make [MAKE], VIN [VIN], license plate [PLATE NUMBER AND STATE], with [NUMBER] axles and [BRAKE TYPE, e.g., electric brakes on both axles / surge brakes / no brakes]. The empty weight of the Trailer is [EMPTY WEIGHT] pounds, the gross vehicle weight rating is [GVWR] pounds, the maximum payload is [PAYLOAD CAPACITY] pounds, and the tongue weight range is [TONGUE WEIGHT RANGE] pounds. The coupler requires a [BALL SIZE] ball and a [COUPLER HEIGHT] coupler height. Included equipment is: [EQUIPMENT LIST, e.g., safety chains, breakaway cable and battery, ramps, spare tire, jack, straps, chocks, load bars]. The declared replacement value of the Trailer is [REPLACEMENT VALUE]. Title remains with the Owner and this is a rental only.

3. 3. Rental Period and Return

The Rental Period begins on [START DATE AND TIME] and ends on [RETURN DATE AND TIME], when the Renter will return the Trailer to [RETURN LOCATION] with all included equipment, swept out, and free of cargo, debris, and fluids. Rental charges accrue on a [RATE BASIS, e.g., 24-hour day, 7-day week] basis until the Trailer is physically returned and inspected. Extensions must be requested at least [EXTENSION NOTICE, e.g., 12 hours] before the scheduled return and are effective only when the Owner confirms them in writing. Trailers returned after the scheduled time are charged the applicable rate plus a late return fee of [LATE RETURN FEE] per [LATE FEE PERIOD], and the Renter is responsible for documented loss from any missed subsequent reservation. Early return does not entitle the Renter to a refund of a minimum rental charge of [MINIMUM RENTAL PERIOD].

4. 4. Rates, Deposit, and Payment

The Renter will pay [DAILY RATE] per day, [WEEKLY RATE] per week, or [MONTHLY RATE] per month, plus applicable taxes and any delivery fee of [DELIVERY FEE]. A refundable security deposit of [DEPOSIT AMOUNT] is due before the Trailer leaves, or the Renter authorizes a hold in that amount on the payment method on file. The Owner may apply the deposit to unpaid rental charges, late return fees, cleaning of [CLEANING FEE], tire and wheel damage, missing equipment, and repair of damage beyond normal wear. The unused balance will be returned within [DEPOSIT RETURN PERIOD, e.g., 14 days] after return and inspection, with a written itemization of any amounts withheld. Amounts not paid when due accrue a late charge of [LATE FEE PERCENTAGE] per month or the maximum permitted by applicable law, whichever is less, and the Renter authorizes the Owner to charge the payment method on file for all amounts arising under this Agreement.

5. 5. Condition Inspection and Pre-Tow Checklist

Before the Trailer leaves the possession of the Owner, both Parties will complete and sign the Trailer Condition

and Pre-Tow Checklist attached as Exhibit A, recording tire tread depth and inflation on all tires including the spare, wheel and lug condition, coupler and safety chain condition, breakaway cable and battery function, jack operation, floor and ramp condition, sidewall and roof condition, and a working test of running lights, brake lights, turn signals, and electric brakes with the tow vehicle connected. The Renter acknowledges having inspected the Trailer, having received instructions on coupling, chaining, and load securement, and having found the Trailer in safe towing condition except as noted. The Renter will re-check tire pressure, lug torque, coupler latch, chains, and lights before every trip during the Rental Period and at least every [RECHECK INTERVAL, e.g., 100 miles] of travel. On return the Parties will repeat the inspection, and damage not recorded before departure is presumed to have occurred during the Rental Period.

6. 6. Tow Vehicle Requirements

The Renter will tow the Trailer only with the following vehicle: [TOW VEHICLE YEAR, MAKE, MODEL, PLATE], which the Renter represents has a manufacturer tow rating of at least [REQUIRED TOW RATING] pounds, a properly rated hitch receiver and ball mount, the correct [BALL SIZE] ball, a functioning seven-pin or four-pin connector matching the Trailer, and where the Trailer has electric brakes, a properly adjusted brake controller. The Renter will connect and cross the safety chains under the tongue, attach the breakaway cable to the tow vehicle frame rather than to the hitch or chains, and confirm the coupler is latched and pinned before every trip. Towing with an under-rated vehicle, an incorrect ball size, no brake controller where one is required, or without chains and breakaway connected is a material breach and makes the Renter responsible for all resulting loss. Substituting a different tow vehicle requires prior written approval of the Owner.

7. 7. Load Limits, Distribution, and Securement

The combined weight of the Trailer and its cargo will not exceed the gross vehicle weight rating stated in Section 2, and the cargo weight will not exceed the maximum payload. The Renter will distribute the load so that approximately [TONGUE WEIGHT PERCENTAGE, e.g., 10 to 15 percent] of the total weight rests on the tongue, will place heavier items forward of the axle and low in the trailer, and will not concentrate a point load beyond the rated floor capacity. All cargo will be secured with straps, chains, or binders rated for the load, and vehicles carried on a hauler will be secured at four points with the parking brake set. Loads that extend beyond the trailer will be flagged and permitted as required by law. Overloading, improper distribution, and inadequate securement are the sole responsibility of the Renter, including any resulting tire failure, axle damage, sway incident, cargo loss, or third-party claim.

8. 8. Permitted Use, Drivers, and Geographic Limits

The Trailer may be towed only by the Renter and by additional drivers named here: [ADDITIONAL DRIVER NAMES AND LICENSE NUMBERS], each of whom must be at least [MINIMUM DRIVER AGE] years old, hold a valid driver license, and hold any commercial or specialty endorsement required for the combined weight being towed. The Trailer may be used only for [PERMITTED USE, e.g., transporting personal household goods, landscaping materials, or a single passenger vehicle] and may be taken only within [GEOGRAPHIC LIMIT, e.g., the State of X and adjoining states]. The Renter will comply with all posted speed limits for towing, which are lower than car limits in several states, will obey lane restrictions and weigh station requirements where applicable, and will not exceed [MAXIMUM TOWING SPEED] miles per hour regardless of the posted limit. The Renter will keep the Trailer locked and, when unattended overnight, parked in a lighted or secured location with a coupler lock installed.

9. 9. Prohibited Uses

The Renter will not: sublease, rent, lend, or transfer possession of the Trailer to any third party; carry passengers,

animals, or any living person inside the Trailer while it is in motion; transport hazardous, flammable, explosive, or illegal materials, or wet or corrosive loads in an enclosed trailer without written approval; exceed the gross vehicle weight rating or payload capacity; tow the Trailer off-road, on beaches, through deep water, or on any surface it is not designed for; use the Trailer for commercial hauling for hire unless expressly approved in writing; store the Trailer overnight at any location other than [APPROVED STORAGE LOCATION]; modify, weld, drill, paint, or attach anything to the Trailer; remove or disable lights, reflectors, fenders, or the breakaway system; or continue towing after any tire, bearing, brake, light, or coupler problem appears. Any prohibited use is a material breach that allows the Owner to repossess the Trailer immediately and makes the Renter responsible for all resulting loss, fines, and claims.

10. 10. Maintenance, Tires, and Roadside Events

The Owner is responsible for scheduled maintenance including bearing service, brake adjustment, and structural repair resulting from normal wear. The Renter is responsible during the Rental Period for checking tire pressure and lug torque before each trip, monitoring for heat, smoke, or unusual noise from the hubs, and stopping immediately if any develops. Tire damage from road hazards, curbing, or under-inflation is the responsibility of the Renter and is charged at [TIRE REPLACEMENT COST] per tire plus service. If a breakdown occurs, the Renter will move to a safe location, deploy hazard warning devices, and contact the Owner at [OWNER EMERGENCY PHONE] before authorizing any repair or tow. Repairs above [REPAIR APPROVAL THRESHOLD] require written approval of the Owner, and the Owner will reimburse documented repairs caused by a defect present at pickup. Roadside assistance and towing costs are the responsibility of the Renter except where the failure resulted from a pre-existing defect.

11. 11. Damage, Loss, and Theft

The Renter assumes all risk of loss, theft, vandalism, fire, weather damage, and physical damage to the Trailer from the moment it is coupled to the tow vehicle until it is returned and accepted, regardless of fault. The Renter will report any accident, theft, or damage to the Owner within [DAMAGE NOTICE PERIOD, e.g., 24 hours] and will file a police report for theft or vandalism. For repairable damage the Renter will pay the actual cost of repair plus loss of rental revenue at the daily rate for the reasonable repair period, not to exceed [LOSS OF USE CAP, e.g., 21 days]. If the Trailer is destroyed, stolen, or not returned, the Renter will pay the declared replacement value stated in Section 2, less any insurance proceeds actually received by the Owner. Normal wear from proper use, including minor floor scuffing and paint chips from road debris, is not chargeable damage.

12. 12. Insurance Requirements

The Renter will maintain automobile liability insurance on the tow vehicle that extends to a towed trailer, with limits of at least [LIABILITY COVERAGE AMOUNT], and will provide proof of coverage before taking possession. The Renter acknowledges that most auto policies extend liability but not physical damage coverage to a rented trailer, and that damage to the Trailer itself may require a separate endorsement, a business policy, or the optional damage waiver offered by the Owner at [DAMAGE WAIVER FEE] per rental period. The waiver is not insurance and does not cover theft, tires, overloading, unauthorized drivers, or any prohibited use. Cargo carried in or on the Trailer is not insured by the Owner under any circumstance and remains at the sole risk of the Renter. Coverage carried by the Renter is primary and any coverage of the Owner is excess.

13. 13. Default, Repossession, and Remedies

The Renter is in default if it fails to return the Trailer at the agreed time, fails to pay any amount when due, provides false information about the tow vehicle or insurance, exceeds the weight ratings, permits an unauthorized driver, or breaches any use restriction. On default the Owner may terminate this Agreement, declare all amounts

immediately due, and, to the extent permitted by applicable law and without breach of the peace, enter the premises where the Trailer is located during reasonable hours to retake possession, and the Renter will pay all reasonable recovery, storage, and legal costs. A Trailer not returned within [CONVERSION PERIOD, e.g., 72 hours] after written demand may be reported to law enforcement as unlawfully retained. Cargo left in a repossessed or unreturned Trailer will be held for [PROPERTY HOLD PERIOD, e.g., 30 days] and may then be disposed of at the expense of the Renter.

14. 14. Disclaimer of Warranties, Assumption of Risk, and Indemnification

Except for the obligation of the Owner to deliver the Trailer in safe towing condition as recorded on the pre-tow checklist, the Trailer is rented AS IS and the Owner disclaims all other warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose. The Renter acknowledges that towing involves inherent risks including trailer sway, jackknifing, longer stopping distances, wind effects from passing vehicles, and reduced maneuverability, and assumes those risks. The Renter will defend, indemnify, and hold harmless the Owner and its personnel from all claims, damages, fines, injuries, and reasonable attorney fees arising from the coupling, towing, loading, unloading, possession, or use of the Trailer during the Rental Period, except to the extent caused by the gross negligence or willful misconduct of the Owner. Neither Party is liable for indirect, incidental, or consequential damages, including cargo loss or project delay, and the total liability of the Owner will not exceed [OWNER LIABILITY CAP, e.g., the total rental charges paid].

15. 15. Governing Law, General Provisions, and Signatures

This Agreement is governed by the laws of the State of [GOVERNING STATE], and any dispute will be brought exclusively in the courts located in [VENUE COUNTY AND STATE], with the prevailing Party entitled to reasonable attorney fees. This Agreement, with the pre-tow checklist and any written extension, is the entire agreement of the Parties and replaces all prior quotes and conversations; amendments must be in writing and signed by both Parties. The Renter may not assign this Agreement without written consent of the Owner, and if any provision is unenforceable the remainder stays in effect. OWNER: [OWNER NAME]. Signature:

_____. Printed Name: [OWNER SIGNER NAME]. Date: [DATE]. RENTER: [RENTER NAME]. Signature: _____. Printed Name: [RENTER SIGNER NAME]. Date: [DATE]. The Renter separately initials the tow vehicle representation in Section 6: _____. Electronic signatures have the same effect as original signatures.

16. Disclaimer

This template is provided for general informational purposes only and is not legal advice. Trailer towing is regulated by state law, and requirements for brakes, breakaway systems, safety chains, licensing endorsements, towing speed limits, lighting, and registration vary by state and by trailer weight class. Insurance treatment of rented trailers and their cargo also varies by policy. Review and adapt this document for your own facts, and consult a licensed attorney and your insurer before using it. Use of this template does not create an attorney-client relationship with ScanContract.