



AGREEMENT FOR LEASE OF TRAILER/EQUIPMENT

Hilltop Tire Service
 2914 Hubbell Ave., Des Moines, IA 50317
 (515) 262-5641

RENTAL LOCATION (circle one): EAST DOWNTOWN JOHNSTON

PART 1: Renter Information*

Only Renter is authorized to tow the rental equipment.

Full Name:		Phone #:	
Physical Address:	City:	State:	Zip Code:
Mailing Address (if different):	City:	State:	Zip Code:
Driver's License #:	Insurance Company:		
Driver's License Copied <input type="checkbox"/>	Insurance Policy #:		
	Insurance Card Copied <input type="checkbox"/>		

PART 2: Towing Vehicle Information*

Complete the information below for the vehicle Renter will be using to pick up Renter's rental and the vehicle Renter will be using to tow the rental after pickup, if different.

Vehicle Picking Up Rental	Vehicle Towing Rental After Pickup (if different)
Year:	Year:
Make:	Make:
Model:	Model:
License Plate #:	License Plate #:
Color:	Color:
VIN #:	VIN #:
Picture of Vehicle Towing Rental Obtained: <input type="checkbox"/> (required to be sent to Hilltop at return of rental)	Picture of Vehicle Towing Rental Obtained: <input type="checkbox"/> (required to be sent to Hilltop at return of rental)

***IMPORTANT: Only the Renter identified at Part 1 is authorized to tow the rental equipment. Only the Towing Vehicle(s) identified at Part 2 is authorized to tow the rental equipment. Any modifications must be in writing and signed by a registered agent of Hilltop Tire Service.**

PART 3: Effective Dates

Beginning Date	(Circle one): Renter Picking up <u>or</u> Hilltop Dropping off
End Date*	(Circle one): Renter Picking up <u>or</u> Hilltop Dropping off

*Trailer/Equipment must be returned no later than 5:00 p.m. on End Date.

PART 6: Rental Amount and Payment Information

The Estimated Total quoted below may differ from Actual Price set forth below. If the Estimated Total paid at signing is less than the Actual Total, Renter is responsible for paying the Additional Amount Due. The Estimated Total, which is due at signing, shall be considered a Security Deposit for this Agreement. If Renter is owed a refund, amounts for cleaning, dumping, repairs, or other fees contemplated in this Agreement shall be deducted from the Security Deposit. If the Estimated Total paid at signing exceeds the Actual Total, Hilltop Tire Service will refund the difference, after deductions for Other Fees and Charges (see Part 5 and Terms of Service).

ESTIMATED PRICE QUOTE (to be completed upon signing)	
Base Rental Price	\$
Fees & Charges	\$
Sales Tax	\$
Estimated Total (due at signing)	\$
Amount Paid	\$
Paid On (enter date)	

ACTUAL PRICE (to be completed upon return of Trailer/Equipment listed at Part 4)	
Base Rental Price	\$
Fees and Charges	\$
Sales Tax	\$
Actual Total	\$
Less Amount Paid at Signing	\$
Additional Amount Due	\$
Paid On (enter date)	

RENTER'S CREDIT/DEBIT CARD INFORMATION

Name on Card:		
Credit Card #:		
Expiration Date:		
CCV:		
Payment Dates:	Security Deposit	Additional Amount Due

PART 7: Miscellaneous

- a. Late Fees. If for any reason the trailer(s) and/or equipment described at Part 4 (the “**Trailer/Equipment**”) is returned to Hilltop Tire Service (“**Hilltop**”) after the End Date specified at Part 3, the renter specified at Part 1 (“**Renter**”) agrees to pay Hilltop a charge of \$ _____ per day for each day beyond the end of the rental period until the Trailer/Equipment is returned. Hilltop may repossess the Trailer/Equipment at Renter’s expense without notice to Renter if the Trailer/Equipment is abandoned, not returned to Hilltop by the End Date specified at Part 3, or used in violation of law or this Agreement.
- b. Indemnification. Renter assumes all responsibility and liability for any and all bodily injury or physical damage that may occur while Renter is in possession of the Trailer/Equipment, including but not limited to any loss or damage to personal property that Hilltop received, handled, or stored, or that was left or carried in or on the Trailer/Equipment or in any service vehicle or in Hilltop’s offices, regardless of whether Hilltop is claimed or found to be negligent. Renter agrees to indemnify, hold harmless, and defend Hilltop and its parents, subsidiaries, officers, directors, agents, employees, and representatives, from and against any and all claims, suits, actions, proceedings, losses, damages, and/or judgments, including costs and reasonable attorney fees, that that may arise in connection with Renter’s performance under this Agreement and/or operation or possession of the Trailer/Equipment, regardless of whether Hilltop is claimed or found to be negligent. Renter shall bear sole responsibility and liability for the risk of theft, damage, loss, or destruction of the Trailer/Equipment. If the Trailer/Equipment is damaged, destroyed, lost, or stolen, Renter agrees to pay for any and all costs of repair or replacement. Renter agrees that the Trailer/Equipment is valued as NEW for purposes of this paragraph. Renter further agrees that Hilltop has the sole discretion to determine which repair company to utilize to make any necessary repairs under this paragraph.
- c. No Warranties. **HILLTOP MAKES NO WARRANTIES—EXPRESS, IMPLIED, OR OTHERWISE—REGARDING THE TRAILER/EQUIPMENT, AND MAKES NO WARRANTY OF MERCHANTABILITY AND NO WARRANTY THAT THE TRAILER/EQUIPMENT IS FIT FOR ANY PARTICULAR PURPOSE.** The Trailer/Equipment is offered for lease in “as is” condition. Renter acknowledges that Renter has inspected the Trailer/Equipment prior to taking possession thereof, find it in good working order and repair, and find it suitable for its intended use.
- d. Representations and Acknowledgments by Renter. Renter represents and warrants that Renter has a valid driver’s license which is not suspended in any jurisdiction; the Towing Vehicle(s) specified at Part 2 has the capacity to tow the rented Trailer/Equipment; any load will be properly loaded and placed for safe operation on the Trailer/Equipment; and Renter will ensure that when towing the Trailer/Equipment, all Trailer/Equipment will be properly secured, connected, and Renter will use safety chains, cables, locking devices and other similar devices meeting the requirements of applicable law. Renter is responsible for any breach of the foregoing representations and warranties, including but not limited to any damage resulting to the Trailer/Equipment. Renter acknowledges that Renter is familiar with the proper use of the Trailer/Equipment, including all related mechanisms. By signing below, Renter acknowledges that Renter has received a copy of the **Terms and Conditions** which are attached hereto as **Schedule 1** and incorporated herein by reference.
- e. Insurance Coverage. Renter shall carry full coverage for any and all damages to all Trailer/Equipment. By signing below, Renter acknowledges that Renter has notified Renter’s insurance agent or company of this Agreement, or will do so and secure coverage prior to taking possession of the Trailer/Equipment.

I have received a copy of this Agreement, including the Terms and Conditions, and have reviewed it in detail and understand its terms.

Dated: _____

Renter’s Signature

Renter’s Printed Name

SCHEDULE 1
TERMS AND CONDITIONS

The following Terms and Conditions shall govern the foregoing Agreement for Lease of Trailer/Equipment (the “**Agreement**”) between Hilltop Tire Service (“**Hilltop**”) and the renter specified at Part 1 above (“**Renter**”) for the rental of trailer(s) and/or equipment described at Part 4 above (the “**Trailer/Equipment**”):

A. Prohibited Uses. The following acts or uses of the Trailer/Equipment are prohibited, and constitute material breaches of the Agreement: (a) failing to properly load materials and distribute the weight of those materials to allow safe operation of the Trailer/Equipment; (b) failing to properly secure the Trailer/Equipment to the towing vehicle specified at Part 2 above (the “**Towing Vehicle**”); (c) failing to summon the police to an accident involving the Trailer/Equipment; (d) damaging the Trailer/Equipment by Renter’s intentional, wanton, willful, or reckless conduct; (e) transporting passengers in or on the Trailer/Equipment while the Trailer/Equipment is being towed; (f) placing signs or lettering on any part of the Trailer/Equipment; (g) failing to use the Trailer/Equipment in compliance with all instructions and warnings provided by Hilltop; and (h) towing the Trailer/Equipment: (i) by anyone other than Renter; (ii) by anyone under the influence of drugs or alcohol; (iii) by anyone who obtained the Trailer/Equipment or extended the rental period by giving Hilltop false, fraudulent or misleading information; (iv) in furtherance of an illegal purpose or under circumstance that would constitute a violation of law other than a minor traffic citation; (v) for commercial purposes without Hilltop’s written consent; (vi) to carry dangerous or hazardous items or illegal material; (vii) outside the United States or Canada; (viii) when loaded beyond the manufacturer’s suggested tow rating for the Trailer/Equipment; (ix) when driven through or under an underpass or other structure without sufficient side clearance; (x) when it is reasonable to expect Renter to know that further operation would damage the Trailer/Equipment; (xi) in a manner that causes damage to the Trailer/Equipment thereon due to inadequately secured cargo; (xii) with the Towing Vehicle when the Towing Vehicle has insufficient towing capacity as determined by the manufacturer of the Towing Vehicle; (xiii) by anyone who is sending or receiving an electronic message, including text (SMS) messages or emails, while operating the Towing Vehicle; or (xiv) by anything other than the Towing Vehicle.

B. Charges and Costs. If the Estimated Total paid at signing defined at Part 6 above (the “**Estimated Total**”) is less than the actual total defined at Part 6 above (the “**Actual Total**”), Renter is responsible for paying the Additional Amount Due under Part 6 above. The Estimated Total, which is due at signing, shall be considered a Security Deposit (“**Security Deposit**”). If Renter is owed a refund, amounts for cleaning, dumping, repairs, or other fees contemplated in the Agreement shall be deducted from the Security Deposit. If the Estimated Total paid at signing exceeds the Actual Total, Hilltop will refund the difference, after deductions for Other Fees and Charges pursuant to Part 5 above. Renter’s debit/credit card issuer’s rules will apply to Renter’s account being credited for the excess, which may not be immediately released by the card issuer. Refunds may require up to seven days to process and return. Renter will pay Hilltop, or the appropriate government authorities, at or before conclusion of the Rental hereunder, all charges, including but not limited to: (a) the Actual Total; (b) taxes and surcharges; (c) all expenses Hilltop incurs in locating and recovering the Trailer/Equipment or Equipment if Renter fails to return it or if Hilltop elects to repossess the Trailer/Equipment under the terms of the Agreement; (d) all costs, including pre- and post-judgment attorney fees, Hilltop incurs collecting payment from Renter or otherwise enforcing Hilltop’s rights under the Agreement; and (e) a surcharge if Renter returns the Trailer/Equipment to a location other than the location where Renter rented the Trailer/Equipment or if Renter does not return it on the date and time due, and Renter may be charged the standard rates for each day (or partial day) after the due-in date, which may be substantially higher than the rates for the initially agreed rental period if a special or promotional rate applied to the initially agreed rental period. All charges are subject to Hilltop’s final audit. If errors are discovered after the close of this transaction, Renter authorizes Hilltop to correct the charges with the payment card issuer.

C. Personal Information. Renter agrees that Hilltop may disclose personally identifiable information about Renter to applicable law enforcement agencies or to other third parties in connection with Hilltop’s enforcement of Hilltop’s rights under the Agreement and other legitimate business functions.

D. Miscellaneous. Renter acknowledges that Renter has been given ample opportunity to review this Agreement, including the Terms and Conditions, and to consult with Renter’s attorney about the meaning and effect thereof. No term of the Agreement can be waived or modified except by a writing that an authorized representative of Hilltop has signed. The Agreement constitutes the entire agreement between Renter and Hilltop. All prior representations and agreements between Renter and Hilltop regarding this rental are void. A waiver by Hilltop of any breach of the Agreement is not a waiver of any additional breach or waiver of the performance of Renter’s obligations under the Agreement. Hilltop’s acceptance of payment from Renter or Hilltop’s failure, refusal, or neglect to exercise any of Hilltop’s rights under the Agreement does not constitute a waiver of any other provision of the Agreement. Renter waives all recourse against Hilltop for any criminal reports or prosecutions that Hilltop takes against Renter that arise out of Renter’s breach of the Agreement. To the extent permitted by law, Renter releases Hilltop from any liability for consequential, special, or punitive damages in connection with this rental or the reservation of machinery or equipment. If any provision of the Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable. This Agreement will be governed by and construed in accordance with the laws of the State of Iowa, and Renter irrevocably and unconditionally consent and submit to the nonexclusive jurisdiction of the courts located in the proper jurisdiction in that State.

Renter’s Initials