

Jakes Rentals

Trailer and/or Equipment Rental Agreement

5957 W 13100 S Herriman, UT 84096 (Brandy & Jake 801-598-8349)

- **YOU WILL NEED A 2 5/16 BALL FOR ALL OUR TRAILERS**
- **All machines must come back full of fuel or you will be charged \$50 or double the cost to fuel it.**
- **All machines and trailers must come back clean and sprayed off. You will be charged a \$50-\$100 cleaning fee if they are not sprayed off.**
- **Rentals are DAILY (7am to 9pm), NOT 24 hours.**

You must have an F250/2500 or higher vehicle to rent the Kubota Skid Steer, New Holland Skid Steer, and the Kubota KX040.

You also must have a trailer brake. Trailer has to be able to hold 10K.

For the Wacker Nueson SM100 you can have an F150/1500 or higher vehicle, but you must have a trailer brake.

TOWING VEHICLE: The towing vehicle must be of proper size having a proper hitch and light plug. The vehicle towing must have electric brakes. Must be tied down with chains given for rental. If not returned, you will be charged for a new set of chains and binders.

You will bring the Trailer and/or machine back clean (sprayed off) and full of **DIESEL** Fuel. If you do not fill it up you will be charged \$50 or double what the fuel cost (whichever is greater) and you will be responsible to pay for that. The machines takes **DIESEL**. **Only put Diesel in the machine**. If you fail to do so, you are responsible for damage it will cause.

Rentals are a Daily Rate. It is from Morning, as early as 7:00am to evening as late as 9pm. We can make special arrangements upon request. If you do not have it back by the time agreed, we do charge a \$100 late fee plus the daily rate.

This is daily, but not to exceed 8 hours per day on the machine.

THERE IS ABSOLUTELY NO SMOKING IN THE ENCLOSED MACHINES. IF IT COMES BACK SMELLING OF SMOKE YOU WILL BE CHARGED A DETAILED CLEANING FEE OF \$500. DO NOT SMOKE IN THE MACHINE!!!!!!

TERM: This agreement is valid each time you rent our trailer and/or equipment! Customer is responsible for the trailer and/or equipment from the time it is picked up until the time it is returned during operating hours. In the event it is returned after hours, Customer remains responsible for damage or theft done to the trailer and/or equipment until the next business day when Owner can inspect and regain control over the item.

In the event that the Customer wants to rent the trailer and/or Equipment for subsequent days (upon approval by Owner), this Agreement Term will be extended, and this Agreement will act as a continuing binding contract for such future rentals. If any changes need to be made to this Agreement, a new Agreement will need to be signed.

CHARGES: Customer agrees to pay :1) the total Rental Fee; 2) any traffic or parking tickets, fines, citations, etc. assessed against the item or Owner regarding Customer's use of the item; 3) all costs incurred by Owner in recovering the item, in the event it is not returned as agreed; 4) all collection costs and attorney fees incurred by Owner in enforcing this Agreement; 5) a reasonable item cleaning fee, of an amount not less than \$35 and not more than \$100 plus any dump fees, in the event the skid is returned substantially less clean than when rented (inside and out), or not empty; 6) the cost of repairing damage done to the item during the Term of this Agreement; 7) the Replacement cost of the item in the event it is stolen during the Term of this Agreement, or in the event the damage done to the item is so extensive that a replacement item must be purchased; and 8)for any property or bodily injury which occurs related to the rental and use of the item, during the Term of this Agreement. Charges may be collected by Owner from the Security Deposits and/or from any Credit Cards on file.

Credit Card Hold: You give us permission to input your Credit Card into the System, if it doesn't accept your card we will take a picture of your card until the trailer is returned. This will only be used if you do not pay for the rental and any fees associated with it (damage, extra days). We do charge you in full once your reservation is approved. Any charges will be due when dropped off. (See the Charges section above). We accept Venmo or Cash for Payment. You can pay with Credit Card, but we do charge a 3% transaction fee.

CUSTOMER RESPONSIBILITIES: Customer is responsible for any and all bodily injury or property damage that may occur related to the rental and use of the item during the Term of this Agreement. Customer is responsible for all Charges, as outlined in the "Charges" section of the Agreement. Customer is responsible for anything, including theft of what Customer is moving on the item, that may occur to the contents of the item or to the item itself during the Terms of this Agreement. Customer affirms that Customer is at least 18 years of age. Customer is responsible to report any Accidents or Theft to the Police, any applicable Insurance provider, and the Owner in a timely manner. Customer is responsible to ensure that no one, other than Customer, or a listed Alternative Driver drives/tows the trailer and/or equipment. In the event that an unauthorized person drives/tows the item, Customer is responsible for the consequences (accidents, theft, damages, etc.) Customer is responsible for using the item only for its intended use (e.g. Not using it for illegal, dangerous, hazardous, inappropriate things; Not using it for heavier loads than it is rated for; Not using it dangerously or parking it inappropriately; etc.)

DAMAGE WAIVER/INSURANCE RESPONSIBILITIES: Customer agrees to indemnify, release, and hold harmless Owner regarding any damage or damages (consequential, special or punitive), claim or liability, whatsoever, arising from or relating to the rental or use of the item during the Term of this Agreement. Owner makes no warranties, express, implied or apparent, regarding the equipment and/or Trailer, no warranty of merchantability and no warranty that the Trailer is fit for a particular purpose or use. Owner assumes no responsibility in the event that the item malfunctions, or suffers a damaged tire, etc. A waiver by Owner of any breach of this Agreement is not a waiver of any additional or other breach or waiver of performance of Customer's obligations under this Agreement.

MISCELLANEOUS: This Agreement cannot be modified, except in writing, signed by Owner and Customer. If any portion of this Agreement is deemed unenforceable, the remaining provisions shall remain valid and enforceable.

The machines have a sliding enclosure. You must make sure if you keep it up that it is locked in place. Failure to do so will damage the glass and you will be responsible to replace it.

TIRES/Track- If you come back and there are screws/nails in the tire, you will pay per tire to have it repaired. If you get a slash in it or a nail/screw in the sidewall and we have to replace the entire tire, it will cost you \$150-250 per tire, which is the cost of the replacement. – This is for the Kubota, or dump trailer/equipment trailer. If there is any damage to the tracks on the SM100 or mini ex the renter is responsible for repair/replace of those.

Late Fee: You agree to bring the item back at the time listed on this agreement. If you do not do so you will be charged a \$100 late fee, Plus the daily fee for that day. If you don't return it on time it puts us in a bind and the person that reserved it the following day in a bind. There is no leniency on this. You can call to see if it is available the following day and extend your rental, but we cannot guarantee it will be available. A day consists of 7 am to 9 pm that day. A day is NOT 24 hours from pick up unless we agree to that.

Late Payment FEE + Court Costs: If you do not pay by the time the equipment is returned, we will charge you \$5 per day until the payment is received. If you still do not pay, we will take you to small claims court. You will be responsible to pay for the court fees. They range from \$135-\$250. If judgement is in our favor and you still do not pay, our collection company charges you a 38% fee that you are responsible to pay on top of the judgement amount. When we file for court we will include the 38% in the amount we are asking for. The courts will ask if you Are you an active member of the military? If you are please let us be aware of that.

You must spray the trailer and/or equipment off prior to returning it. There is a Chevron/Holiday oil with a wash on 13100 s and 5600 W. If it comes back muddy we do charge a \$50-\$100 cleaning fee.

It is the renters responsibility to inspect the trailer and/or equipment, take picture/video before leaving the property. If something comes back damaged and you can't prove it wasn't you, you get to pay to have it repaired. We do maintain the equipment and trailers, so everything should be in working order when you take it. We are easy to work with, and we promise we won't charge you for something you don't do.

Thanks for choosing to rent with Jakes Rentals!! We know you will have a great experience.