



Rental Trailer Insurance

For a cost of \$12 (\$24 for LQ) per day, Durham Trailer Ranch will cover only the rented trailer for damages caused- due to collision, hail, windstorm, or fire. The renter is required to obtain the other parties insurance information, in the event that one is involved, and report any damage immediately to Durham Trailer Ranch. The towing vehicle will be required to furnish liability coverage for any damages it may cause to itself or to others.

TRAILER:	DEDUCTIBLE:
12' Dump Trailer \$79.00 per day/ \$239 per week/ \$674 per month	\$250
14' Dump Trailer \$95 per day/ \$259 per week/ \$705 per month	\$250
5x10 Utility Trailer \$29.00 per day/ \$84 per week/ \$243 per month	\$250
6'11" x 18' Utility Trailer \$59 per day/ \$195 per week/ \$519 per month	\$250
24' Stk Trailer \$95 per day/ \$254 per week/ \$699 per month	\$250
2 Horse CM Bumper Pull \$49 per day/ \$195 per week/ \$430 per month	\$250
3 Horse CM Bumper Pull \$69 per day/\$236 per week/\$540 per month	\$250
16' Stk CM \$49 per day/\$195 per week/\$430 per month	\$250
14' Cargomate CM \$59 per day/\$215 per week/\$495 per month	\$250
4 Horse Elite 11'sw LQ GN \$160 per day/ \$799 per week	\$500

I accept the above agreement and agree to pay the listed deductible in the event that damages are incurred while I am in possession of this rented trailer.

X_____ Dated_____

I decline the above listed coverage and certify that my insurance carrier and/or I will assume full financial responsibility for this rented trailer.

X_____ Dated_____



Trailer Rental Pricing and Procedures

- Rentee must fill out a Rental Reservation Form for approval.
 - Rentee must have a valid state drivers license
 - Rentee must have a major credit card in his name to secure the rental unit
 - Rentee must be at least 25 years of age
- \$50-\$250 Reservation Fee is due at the time the reservation is made. Reservation Fee is used to secure the reservation and is used towards the balance due. This is **NON REFUNDABLE** after 2 weeks from the date of the reservation. Reservation Fee can be paid via Check, Cash, or Credit Card
- \$150-500 Damage Deposit secured with a credit card in the Rentee's name.
(The deposit will be returned within five business days from the date of trailer return, if no damage has been assessed at the time of return.)
- The balance of the trailer rental is payable exclusively in **Cash, Money Order or Cashier's Check**. If Rentee desires to prepay rental in no less than 10 days prior to the rental date, a personal check may be used.
Absolutely no payments, other than trailer deposit, can be made via credit card.
- The Rentee **MUST** provide Durham Trailer Ranch with a rental insurance policy on the unit. Rentee may utilize their personal insurance company and have a binder sent to Durham, or they may insure through Durham at a rate of \$12 per day (\$24 for LQ), and has a \$500 deductible per occurrence. **THE INSURANCE POLICY MUST REFLECT THE UNIT!** This **MUST** be **IN PLACE** prior to leaving with the unit.
- It is the Rentee's responsibility to clean the horse-portion of the trailer, as well as dumping & cleaning out the holding tanks, if applicable. Failure to do so will result in an additional cleaning fee of \$150 which will be deducted from the deposit.
- \$35 Cleaning Fee on livestock trailers if not brought back washed and clean
-Proper hitch equipment, lights and wiring must be intact, at the Rentees expense, prior to taking trailer
- Trailer must be picked up after 2 pm of the 1st night and returned no later than 2 pm of the final day.

-Saturday Rentals- 2 Day Only

★Rental prices (tax not incl):

- 12' Dump Trailer \$79.00 per day/ \$239 per week/ \$674 per month
 - 14' Dump Trailer \$95 per day/ \$259 per week/ \$705 per month
 - 5x10 Utility Trailer \$29.00 per day/ \$84 per week/ \$243 per month
 - 6'11" x 18' Utility Trailer \$59 per day/ \$195 per week/ \$519 per month
 - 24' Stk Trailer \$95 per day/ \$254 per week/ \$699 per month
 - 2 Horse Bumper Pull \$59 per day/ \$216 per week/ \$529 per month
 - 4 Horse Elite 11'sw LQ GN \$160 per day/ \$799 per week
- GENERATOR USAGE-- \$3/hr or \$15 a day prepaid
★ Plus Sales Tax

Late Fees: \$5 per hour or part of an hour

Rentee's Signature _____

Durham Staff: _____

Acknowledgement dated _____ 2010



Date: _____
 Rental Unit: _____

Personal Information

Name: _____
 Address: _____
 City, State, Zip: _____ SSN or Passport: _____
 Home Phone: _____ Alternate Phones: _____
 Email: _____ Do You Own Rent your home? _____
 Emergency Contact: _____ Relationship: _____ Phone: _____
 DL# _____ Exp _____ State of Issue _____
 Verified By: _____ Date: _____

Employment Information

Employer: _____
 Address: _____ City, State, Zip: _____
 Work Phone: _____ Alternate Phone: _____
 Email: _____ Position: _____
 Length of Employment: _____ Verified By: _____ Date: _____

Driving History & Insurance Information

Auto Insurance Company: _____ Agent: _____
 City, State, Zip: _____ Phone: _____
 Accidents or Violations: _____
 Verified By: _____ Date: _____

Financial Information

Banking Institution: _____ Account #: _____
 City, State, Zip: _____
 Credit Card: _____ Card #: _____ Exp. Date: _____ V# _____
 Verified By: _____ Date: _____

Trip/Rental Information

Rental Dates ----- From: _____ To: _____
 Pick Up Date: _____ Time: _____
 Return Date: _____ Time: _____
 Returned on time? _____ Late Fees Assessed _____

List ALL drivers below: (All drivers must be a minimum of 25 years of age) Write additional drivers on back of sheet.

1. Name: _____
 Address: _____
 City, State, Zip: _____ D.O.B. _____
 Drivers License # _____ Exp. Date: _____ State of Issue: _____

Where did you hear about us? _____
 Questions, Special Instructions or Requests? _____

I have reviewed all of the information listed above and find it to be current, correct and agreeable to me.

Customer Signature/Date _____ Date _____

Durham Representative Signature/Date _____ Date _____



Credit Card Authorization Form

I authorize Durham Trailer Ranch, Inc. to charge the following credit card for the amount stated below and certify that all information is correct:

Visa MasterCard Discover Card Am. Express

Amount to Charge: _____

Name as it appears on Card: _____

Cardholder's Address: _____

(Must match billing address for card)

City: _____ State: _____ Zip Code: _____

Phone Number: _____

Card Number: _____ Exp: _____ V Code _____

(All information necessary to charge your account)

Signature: _____ Date _____

(Necessary to charge your account)

By signing above you agree to accept these charges and not dispute them as fraudulent. You further acknowledge that you understand that they are non-refundable if for deposit.

Please apply to: Invoice #: _____

Fax this form, a copy of the credit card and a valid driver's license to us at 817-599-4100



COMMERCIAL TRAILER RENTAL AGREEMENT TERMS AND CONDITIONS—PRIMARY

1. **Definitions.** "Agreement" means all terms and conditions found on this form page and any other documents you sign or that we give you at the time of rental. "You" or "your" means the person identified as the renter or additional renter on this form, all Authorized Drivers, and any person or organization to whom charges are billed by us at its or the renters' direction. All persons referred to as "you" or "your" are jointly and severally bound by this Agreement. "We", "our" or "us" means the business renting the Trailer to you. "Authorized Driver" means you and any additional driver listed by us on this Agreement. "Trailer" means the non-motorized trailer 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 loss or damage to the Trailer until it is replaced or repaired times the daily rental rate. "Diminished Value" means the difference between the actual cash value of the Trailer just prior to damage or loss less the value of the Trailer after its repair. If we elect not to repair the Trailer "Diminished Value" means the difference between the actual cash value of the Trailer just prior to damage or loss less the salvage or sale value of the Trailer. **Initial Here**_____

2. **Rental, Indemnity and Warranties.** This is a contract for rental of the Trailer. We may repossess the Trailer at your expense without notice to you, if the Trailer is abandoned or used in violation of law or this Agreement. You agree 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 your use of the Trailer. **We make no warranties, express, implied or apparent, regarding the Trailer, no warranty of merchantability and no warranty that the Trailer is fit for a particular purpose.** **Initial Here**_____

3. **Condition and Return of Trailer.** You must return the Trailer to the place and on the date and time specified in this Agreement, and in the same condition that you received it, except for ordinary wear. If the Trailer is returned after closing hours, you remain 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. **Initial Here**_____

4. **Responsibility for Damage or Loss; Reporting to Police.** You are responsible all damage to, or loss or theft of, the Trailer, including damage caused by weather, road conditions and acts of nature, whether or not you are at fault. You are responsible for the 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. You are also responsible for Loss of Use, Diminished Value, missing equipment, and a reasonable charge to cover our administrative expenses connected with any damage claim, You must report all accidents involving the Trailer to us and the police within 24 hours of occurrence. **Initial Here**_____

5. **Prohibited Uses.** The following uses of Trailer are prohibited: (a) transporting dangerous or hazardous items or illegal material; (b) transporting living persons; (c) towing the Trailer by anyone under the influence of drugs or alcohol; (d) allowing the Trailer to be towed by anyone who is not a renter or an Authorized Driver; (e) any use of the Trailer by anyone who obtained the Trailer or extended the rental period by giving us false, fraudulent or misleading information; (f) use of the Trailer in furtherance of any illegal purpose or under any circumstance that would constitute a violation of law other than a minor traffic citation; (g) use of the Trailer outside the United States or Canada; (h) use of the Trailer when loaded beyond its capacity, as determined by the manufacturer of the Trailer; (i) towing the Trailer through or under any structure without sufficient overhead or side clearance; (j) use of the Trailer when it is reasonable to expect you to know that further operation would damage the Trailer; (k) using the Trailer in a manner that causes damage to it due to inadequately secured cargo; (l) damaging the Trailer by your intentional, wanton, willful or reckless conduct; and, (m) damaging the Trailer by placing signs, lettering or painting on the Trailer. **Initial Here**_____

6. **Insurance.** We provide primary collision and comprehensive insurance on the Trailer with a per-occurrence deductible. Our insurance has a per-occurrence deductible, the amount of which is shown as Dealers' Deductible on the reverse. You are responsible for damage to the Trailer up to the deductible amount. The coverage does not extend to the contents of the Trailer. You must provide liability insurance coverage on the Trailer through the motor vehicle insurance policy covering the towing vehicle. **Initial Here**_____

7. **Charges.** You agree to pay us on demand for all charges due us under this Agreement, including, but not limited to: (a) time, and mileage (if applicable), for the period you keep the Trailer; (b) applicable taxes; (c) all traffic, toll or parking violations, fines, penalties, citations, forfeitures, court costs, towing and storage charges and other expenses involving the Trailer assessed against us or the Trailer; if you fail to pay a traffic or toll charge to the charging authority, you will pay us all fees owed to the charging authority plus our administrative fee of \$100 for each such charge; (d) all costs we incur recovering the Trailer if you fail to return it as agreed above; (e) all costs, including pre- and post-judgment attorney fees, we incur collecting payment from you or otherwise enforcing our rights under this Agreement; (f) a 5% late payment fee on all amounts paid past the due date; (g) \$100 or the maximum amount permitted by law, whichever is greater, if you pay us with a check returned unpaid for any reason; and (h) a reasonable fee not to exceed \$500 to clean the Trailer, if returned substantially less clean than when rented. We will not refund any of the time or mileage charges if you return the Trailer earlier than the date or time due in. **Initial Here**_____

8. **Deposit.** We may use your deposit to pay any monies owed to us under this Agreement, including our estimate of damages to the Trailer. **Initial Here**_____

9. **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 you and us. All prior representations and agreements between you and us regarding this rental are merged into this Agreement. **Initial Here**_____

10. **Waiver.** A waiver by us of any breach of this Agreement is not a waiver of any additional breach or waiver of the performance of your obligations under this Agreement. Our acceptance of payment from you 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. You release us from any liability for consequential, special or punitive damages in connection with this rental or the reservation of a trailer. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable. **Initial Here**_____

TOWABLE RENTAL AGREEMENT TERMS AND CONDITIONS

- 1. Definitions.** "Agreement" means all terms and conditions found in this form, and all additional materials we provide at the time of rental. "You" or "your" means the person identified as the renter on this form, each person signing this Agreement, each Authorized Driver and each person or organization to whom charges are billed by us at its or the renter's direction. All persons referred to as "you" or "your" are jointly and severally bound by this Agreement. "We", "our" or "us" means the recreational vehicle dealer names elsewhere in this Agreement. "Authorized Driver" means the renter and each driver permit to drive the towing vehicle with the Vehicle in tow. Every Authorized Driver must have a valid driver's license and be at least age 25. "Vehicle" means the non-motorized towed recreational vehicle identified in this Agreement and each vehicle we substitute for it, all the Vehicle's equipment, awnings, keys and Vehicle documents. "Loss of Use" means the loss of our ability to use the Vehicle for any purpose due to damage to it or loss of it during this rental, including uses other than for rental, such as display for rent, display for sale, opportunity to upgrade, or opportunity to sell the Vehicle. Damages for Loss of Use are often difficult to determine with precision. Therefore, you and we agree that Loss of Use will be calculated by multiplying the number of days from the date the Vehicle is damaged until it is replaced or repaired, times 80% of the daily rental rate, which you and we agree represents a reasonable estimate of actual damages and not a penalty. "Diminished Value" means the actual cash value of the Vehicle just prior to damage or loss less the value of the Vehicle after repair or replacement.
- 2. Rental, Indemnity and Warranties.** This is a contract for rental of the Vehicle. We may repossess the Vehicle at your expense without notice to you, if the Vehicle is abandoned or used in violation of law or this Agreement. You agree 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 your use of the Vehicle. **We make no warranties, express, implied or apparent, regarding the Vehicle, no warranty of merchantability and no warranty that the Vehicle is fit for a particular purpose.**
- 3. Condition and Return of Vehicle.** You must return the Vehicle to our rental office or other location we specify, on the date and time specified in this Agreement, and in the same condition that you received it except for ordinary wear. You must empty waste tanks. If the Vehicle is returned after closing hours, you remain responsible for all damage to it until we inspect it upon our next opening for business. Service to the Vehicle or replacement of parts or accessories during the rental must have our prior approval.
- 4. Responsibility for Damage or Loss; Reporting to Police.** You are responsible all damage to, or loss or theft of, the Vehicle, whether or not you are at fault. Your responsibility includes the cost of repair or the actual retail cash value of the Vehicle if it is not repairable or if we elect not to repair it. You will pay us for Loss of Use, Diminished Value and a reasonable charge to cover our administrative expenses connected with a damage claim. You must report all accidents involving the Vehicle to us and the police within 24 hours of occurrence.
- 5. Prohibited Uses.** The following acts or uses of the Vehicle are prohibited: **a) towing the Vehicle: (i) by anyone who is not an Authorized Driver, or by anyone whose driving license is suspended in any jurisdiction; (ii) by anyone under the influence of drugs or alcohol; (iii) by anyone who obtained the Vehicle or extended the rental period by giving us 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) to carry persons or property for hire; (vi) to carry dangerous or hazardous items or illegal materiel; (vii) outside the United States; (viii) when loaded beyond its capacity, as determined by the manufacturer of the Vehicle; (ix) when driven through or under an underpass or other structure without sufficient overhead or side clearance; (x) when it is reasonable to expect you to know that further operation would damage the Vehicle; (xi) in a manner that causes damage to the Vehicle due to inadequately secured cargo; (xii) with your vehicle when your vehicle has insufficient towing capacity as determined by the manufacturer of your vehicle; or, (b) failing to summon the police to an accident involving the Vehicle; (c) damaging the Vehicle by your intentional, wanton, willful or reckless conduct; (d) transporting an animal in the Vehicle; (e) sitting, standing or lying on the roof of the Vehicle; (f) by placing signs or lettering on the outside of the Vehicle; (g) placing loudspeakers or other sound equipment on the exterior of the Vehicle; and, (h) if the Vehicle is equipped with an outside fuel station, using fuel with an octane rating higher than 87.**
- 6. Insurance.** We provide collision and comprehensive insurance on the Vehicle with a deductible. You are responsible for the deductible amount. This insurance does not cover Loss of Use or our administrative expenses incurred processing a damage claim. **We do not provide liability insurance coverage on the Vehicle.** You agree to provide liability insurance coverage on the Vehicle through the insurance policy that covers your towing vehicle.
- 7. Charges.** You agree to pay us on or before the Vehicle is returned or on demand all charges due us under this Agreement, including, but not limited to: (a) time for the period during which you keep the Vehicle; (b) charges for optional services; (c) applicable taxes; (d) all traffic, or parking violations, fines, penalties, citations, forfeitures, court costs, towing charges and other expenses involving the Vehicle assessed against us or the Vehicle; if you fail to pay a traffic or parking charge to the charging authority, you will pay us all fees owed to the charging authority plus our administrative fee of \$50 for each such charge; (e) all costs we incur recovering the Vehicle if you fail to return it to the renting location; (f) all costs, including pre- and post-judgment attorney fees, we incur collecting payment from you or otherwise enforcing our rights under this Agreement; (g) a 5% per month late payment fee on all amounts paid after the Vehicle is returned; (h) \$50 or the maximum amount permitted by law, whichever is greater, if you pay us with a check returned unpaid for any reason; (i) a reasonable fee not to exceed \$450 to clean the Vehicle, if returned substantially less clean than when rented; (j) a dumping fee of \$50 if the Vehicle's waste tanks have not been drained (valves open, caps off) prior to return of the Vehicle; **(m) a refueling fee of \$50 plus the cost of fuel if you fail to refill a fuel tank. We will not refund any of the time or mileage charges if you return the Vehicle earlier than the date or time due in.**
- 8. Deposit.** We may use your deposit to pay all monies owed to us under this Agreement.
- 9. Your Property.** You release us, our agents and employees from all claims for loss of, or damage to, your personal property or that of another person, that we received, handled or stored, or that was left or carried in or on the 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 you and us. All prior representations and agreements between you and us regarding this rental are merged into this Agreement.
- 11. Miscellaneous.** A waiver by us of a breach of this Agreement is not a waiver of an additional breach or waiver of the performance of your obligations under this Agreement. Our acceptance of payment from you 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. You release us from all liability for consequential, special or punitive damages in connection with this rental or the reservation of a vehicle. **You will indemnify, defend, and hold us harmless from and against all claims arising out of unsafe fueling practices committed by you.** If a provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable.



104 Dennis Road, Weatherford, Texas 76087 817-599-6100

Trailer / Pop-Up Rental Agreement

Renter		Phone Number		Cell	
Address		City		State Zip	
Driver's License No.		State Exp. Date		Birth Date Social Security No.	
Employer		Address		Phone Number	
Renter's Insurance Carrier		Agent		Phone Number	
Additional Drivers:		Name		Age License Number	
RV Type		License Number		State Vehicle Number	
Time Out		Date		Deposits Received Amount	
Time Due In		Date		Reservation Deposit \$	
Time Actual In		Date		Damage Deposit (cash or check only) \$	
Mileage Out		Mileage In			
Total Time		Total Mileage		At Time of Check Out At Time of Check In	
Gas Tank Charge		GAL. @ \$ \$		Hours @ \$ Actual Hours @ \$	
LP Tank Charge		GAL. @ \$ \$		Days @ \$ Actual Days @ \$	
Holding Tank Charge				Weeks @ \$ Actual Weeks @ \$	
Cleaning Charge				Est. Miles @ \$ Actual Miles @ \$	
Gas Included <input type="checkbox"/> YES <input type="checkbox"/> NO		Mileage Determined By:		Package Rental \$ Package Rental \$	
Maximum Occupants		Manufactures Installed Odometer		Sub-Total \$ Sub-Total \$	
Generator Charge		Per Hour In Total		Tax % \$ Tax % \$	
The attached Terms and Conditions are part of this Agreement.				Gas Charge \$ Gas Charge \$	
Overtime \$		<input type="checkbox"/> Daily Whichever		LP Charge \$ LP Charge \$	
Posted Rate \$		<input type="checkbox"/> Hourly is Greater		Tank Charge \$ Tank Charge \$	
NO SMOKING		Renter Accepts Responsibility for		Cleaning Charge \$ Cleaning Charge \$	
NO PETS		Deductible per Occurrence		Generator Charge \$ Generator Charge \$	
		for Physical Damage to the Vehicle		\$ \$	
TAKEN RETURNED		TAKEN RETURNED		Total Tour Charge \$	
() RD Reflectors () ()		() Hitch ()		Less Deposit \$	
() Flares () ()		() Hose, Water ()		Total Advance	
() Fire Extinguisher () ()		() Hose, Sewer ()		Charges \$ Due at Check In \$	
() Spare Tire () ()		() Brake Connection ()		Less Advance	
() Electric Cord () ()		() Resistor ()		Payment Deposit \$ Exterior Damage \$	
() Gas Bottle & Reg. () ()		() Mirrors ()		Advance Interior Damage \$	
() Keys () ()		() Ball ()		Payment Due \$	
() Jacks () ()		() El Plug ()		Received By:	
() Safety Chains () ()		() License Plate ()		At Checkout	
() H-Springs ()		() I have carefully examined the wheel		Return Hour is	
() ()		() and hitch and find them to be		No Later Then: AM PM	
() ()		() satisfactory to me.		Total Additional Charges \$	
() ()		() RENTERS INITIALS:			
This Vehicle may be equipped with an outside fuel station. If so, you are prohibited from placing in the fuel station any fuel that is octane-rated higher than 87. If any substance other than 87 octane fuel is placed in the fuel station, you will pay us the full cost of removing and lawfully dumping that substance plus the cost of cleaning the fuel station.				You have notified Your insurance agent of Your intention to haul the trailer Vehicle. You have been advised by Your agent that Your liability and property damage insurance covers risk of loss to the trailer Vehicle and Your risk of liability for injury or damage to others or their property, and Your insurance policy has been endorsed accordingly.	
The outside fuel station is full at time of rental. If you fail to return the Vehicle with a full fuel station, you will pay us a refueling fee of \$25, plus the cost of fuel you used but did not replace.				Your deposits may be credited against the rental charges due us.	
By signing below you acknowledge that you have been given an opportunity to read the Term and Conditions of this Agreement before being asked to sign. Your signature authorizes us to process a credit card voucher for all charges due us under this agreement, including later payment of any traffic, toll or parking violations assessed against the Vehicle.					
X _____				X _____	
Renter				Renter	