****

**Trailer Rental Agreement**

This Dump Trailer Rental Agreement (“Agreement”) is made as of this date, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, by and between **Crown Trailer Rentals, LLC**, having its principal place of business at 405 Sadler Rd, Whitesboro, TX 76273  (“Company”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ representing the property at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (“Customer”).

Crown Trailer Rentals, LLC and Customer also may be individually referred to as “Party”, and collectively as “Parties.”

1. **Equipment Rental**

 (a)Customer may not sublet the trailer for any reason.

(b) **Price.** Customer agrees to rent a trailer from Crown Trailer Rentals, LLC according to the price and fees set below. The rental period begins the day the trailer is picked up or dropped off, unless otherwise granted by Company.

**Dump Trailer Cost: 5x8 Utility Trailer Cost: 16ft Flatbed Double Axle Trailer Cost:**

**Daily: $175 Daily: $50 Daily: $55**

**Weekly: $600 Weekly: $180 Weekly: $250**

**Monthly: $1500 Monthly: $450 Monthly: $750**

There is an additional fee of $100 if Crown Trailer Rentals, LLC delivers the trailer to Customer.

(c) **Weight Limit.** Customer agrees to restrict tonnage based on what is noted on each trailer. If Customer exceeds the relevant tonnage limit customer is responsible for any damage or any additional fees.

**2. Content Regulations.**

 (a) Customer is fully responsible for the entire contents of the trailer and is the rightful owner of the trailers contents until the trailer is dumped and the contents accepted by the prospective disposal facility. Trailer is to be returned completely empty of all and any debris. If Crown Trailer Rentals, LLC has to remove the contents, customer will be charged the cost of removal plus a surcharge of $300.

(b) **Hazardous and Unacceptable Material Prohibited.** Customer warrants and represents that the trailer will not contain any hazardous materials and acknowledges that the disposal of such hazardous materials is strictly prohibited. For purposes of this Agreement, “hazardous materials shall mean any waste which has the characteristics of, or is otherwise identified as hazardous waste or subject waste under applicable state or federal laws or regulations, including but not limited to the Resource Conservation and Recovery Act of 1976 (42 U.S.C. et seq. and the regulations promulgated thereunder). “Unacceptable material” shall mean any non-hazardous waste which is not permitted to be processed at a facility under applicable laws or permits, source, special nuclear or byproduct material as defined by the Atomic Energy Act of 1954 and the regulations thereunder; asbestos-containing waste; mercury-containing waste; and any waste delivered by Customer which is not approved by Crown Trailer Rentals, LLC. (ANY HAZARD MATERIALS FOUND INSIDE THE TRAILER WILL BE RETURNED TO CUSTOMER AT CUSTOMERS EXPENSE.)

(c)  **Consequences of Violating Regulations.** In the event that contents that are not allowed by this contract or any Federal, State, or City agency are disposed of, all costs, fines, penalties, or other actions taken for said disposal, the customer is fully responsible for any and all associated charges. Costs may include but not be limited to cleanup, monitoring, legal fees, penalties, or any other charges associated with unauthorized material disposal. Materials may be returned to the customer at the customer’s expense.

3. **Permits, Approval, and Fees**. Customer shall be responsible for obtaining all necessary permits and approvals and paying all fees that may be incurred in conjunction therewith.

4. **Indemnification.** Customer agrees to indemnify and hold harmless Crown Trailer Rentals, LLC from, against and in respect to any and all claims, losses, expenses, damages, obligations and liabilities (including costs of collection and reasonable attorney’s fees) of any kind or nature whatsoever, including any misrepresentation, breach of warranty, or non-fulfillment of any representation, warranty, covenant or agreement of or by Customer in this Agreement. This provision shall survive the termination of this Agreement.

5. **Entire Agreement.** This Agreement contains the entire agreement between the Parties and supersedes all prior agreements and understanding, oral or written, between the Parties with respect to the subject matter hereof. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by either Party hereto.

6. **Amendment.** This Agreement may be modified only by an agreement in writing signed by the Parties hereto.

7. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, without regard to the conflicts of law rules of such state.

8. **Severability.** Customer agrees that each provision contained in this Agreement shall be treated as a separate and independent clause, and the unenforceability of any one clause shall in no way impair the enforceability of any of the other clauses herein. Moreover, if one or more of the provisions or parts thereof contained in this Agreement shall for any reason be held to be excessively broad as to scope, activity or subject so as to be unenforceable at all, such provision or parts or provisions shall be construed by the appropriate judicial body by limiting and reducing it or them, so as to be enforceable to the extent compatible with the then applicable law.

9. **Waiver.** A waiver of any claim, demand or right based on the breach of any provision of this Agreement shall not be construed as a waiver of any other claim, demand or right based on a subsequent breach of the same or any other provision.

10. **Notice.** Any notice required or permitted to be given under this Agreement shall be sufficient only if in writing and if sent by United States mail, certified, return receipt requested, postage prepaid, to the Parties at the addresses set forth in the first paragraph of this Agreement.

IN WITNESS WHEREOF, the Parties have hereto executed this Agreement as of the date first above written.

COMPANY: Crown Trailer Rentals, LLC              CUSTOMER:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_                \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_