

# Trailer Rental Agreement

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**This is a template, not legal advice.** Laws on rentals, waivers and boating vary by state. Have a local attorney review and adapt it before you use it.

## 1. Parties and rental period

This Trailer Rental Agreement ("Agreement") is made between **[Business name]**, [Business address], [Phone], [Email] ("Owner"), and the person named below ("Renter").

- **Renter:** [full name], [address], [phone], [email], date of birth [date]
- **Rental period:** from [date] at [time] to [date] at [time]

The rental begins when the Renter takes possession of the trailer, or when the Owner finishes setting it up at a delivery location, and ends when the trailer is returned to the Owner and checked in.

## 2. The trailer and equipment

The Owner rents to the Renter the following trailer ("Trailer"):

- **Trailer:** [year, make, model, size]
- **VIN:** [VIN]; **plate:** [plate and state]
- **Gross vehicle weight rating (GVWR):** [weight]
- **Included equipment:** [[ramps, straps, spare tire, jack, wheel chocks, hitch pin, other]]

The Renter has inspected the Trailer, its tires, lights, coupler, safety chains and equipment, and agrees they are in good condition, except as noted on the check-out inspection.

## 3. Pickup or delivery

- **Pickup:** the Renter collects the Trailer from [location] and returns it there.
- **Delivery:** the Owner delivers and sets up the Trailer at [campground, site or address] and collects it at the end of the rental. When the Owner delivers the Trailer, the Renter will not hitch, tow or move it.

## 4. Renter and driver requirements

The Renter, and anyone else who tows the Trailer, must be at least [age] years old and hold a valid driver's license: [license number, state and expiry]. Additional drivers: [names]. The Renter is responsible for anyone they allow to tow or use the Trailer.

## 5. Tow vehicle requirements

For any rental the Renter tows, the tow vehicle is: [year, make, model], plate [plate and state].

The Renter confirms that the tow vehicle:

- has a tow rating and payload that safely cover the Trailer's loaded weight and tongue weight;
- has a properly installed hitch receiver rated for the Trailer, with a [ball size] ball;
- has working [4-pin or 7-pin] wiring, with all trailer lights tested at pickup;
- has a working brake controller wherever the Trailer has electric brakes; and
- is insured for towing, as the Renter's own auto insurance policy requires.

The Owner may refuse to hand over the Trailer if the tow vehicle doesn't meet these requirements, and will refund the rental fee if so.

## 6. Loading and use

The Renter will:

- never load the Trailer beyond its GVWR, and balance and secure all cargo;
- cross the safety chains under the coupler and connect the breakaway cable, where fitted, before towing;
- obey towing speed limits, and never carry passengers in the Trailer while it is moving;
- not use the Trailer for hazardous materials, commercial hauling beyond the agreed use, or any illegal purpose; and
- not sublet the Trailer or modify it in any way.

## 7. Where the trailer may go

The Trailer may be used only [Where the trailer may go]. It may not be taken off paved or maintained gravel roads, or out of the country, without the Owner's written permission.

## 8. Rental fee and payment schedule

- **Rental fee:** [amount] for the rental period
- **Delivery fee, add-ons and other fees:** [items and amount]
- **Taxes:** [amount]
- **Total:** [amount]

A payment of [amount] is due at booking, and the balance is due [when]. The Renter authorizes the Owner to charge the card on file for the balance and for any charges under this Agreement.

## 9. Security deposit

The Renter will provide a security deposit of [amount], held on the Renter's card [when]. The deposit may be used for damage, cleaning, missing equipment, late return and any other amounts owed under this Agreement. Any balance will be released within [number] days after the Trailer is returned and checked in. If the amounts owed exceed the deposit, the Renter will pay the difference.

## 10. Cancellation and refund policy

- Cancelled [days] or more days before the rental: full refund
- Cancelled [days] or more days before the rental: [percent]% refund
- Cancelled later than that, or no-show: no refund

Refunds are made to the original payment method.

## 11. Return condition and late return

The Renter will return the Trailer empty, swept clean and in the same condition as at pickup. A cleaning fee of [amount] applies if it is returned dirty or with items left inside. If the Trailer is returned late, the Renter will pay [amount]. If the Trailer is more than 24 hours late and the Owner cannot reach the Renter, the Owner may report it to the authorities.

## 12. Damage and the renter's responsibility

The Trailer will be inspected and photographed at check-out and check-in. The Renter is responsible for loss of or damage to the Trailer and its equipment during the rental period, other

than normal wear, including damage to the deck, walls, roof, fenders, lights, coupler and tires. Charges include the reasonable cost of repair or replacement, and the Owner will give the Renter an itemized list.

### **13. Accidents, breakdowns and flat tires**

In an accident, the Renter will make sure everyone is safe, call emergency services if needed, report it to the police where required, and notify the Owner immediately at [Phone]. For a breakdown or flat tire, the Renter will pull over safely and call the Owner before arranging any repair. Repairs the Owner approves in advance will be reimbursed with a receipt, unless the Renter caused the damage.

### **14. Insurance**

The Renter's auto insurance must cover the tow vehicle while it tows the Trailer. The Renter will provide proof of insurance on request: [insurer and policy number]. Damage to the Trailer itself is the Renter's responsibility under section 12, unless a damage waiver purchased from the Owner says otherwise.

### **15. Assumption of risk and release**

The Renter understands that towing and using a trailer involve risks, including sway, jackknifing, brake or tire failure, shifting cargo and the actions of other drivers. **The Renter voluntarily assumes these risks.**

To the fullest extent allowed by law, the Renter releases, waives and agrees not to sue the Owner, its owners, employees and agents for any injury, loss or damage arising from the rental or use of the Trailer, **except** to the extent caused by the Owner's gross negligence or willful misconduct. The Renter agrees to indemnify the Owner against claims by others arising from the Renter's use of the Trailer.

### **16. General terms**

This Agreement is governed by the laws of [state]. If any part of it is found unenforceable, the rest remains in effect. This Agreement, with the check-out and check-in inspections, is the entire agreement between the parties. The Renter agrees to sign this Agreement electronically.

## 17. Signatures

**Renter:** I have read and agree to this Agreement, including the tow vehicle requirements in section 5 and the assumption of risk and release in section 15.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Owner:** [Business name], by [name, title]

Signature: \_\_\_\_\_ Date: \_\_\_\_\_