

## SPRUCE RENTALS UTILITY TRAILER RENTAL AGREEMENT

This Utility Trailer Rental Agreement ("Agreement") is entered into between **Company** ("Company," "we," "us," or "our") and the undersigned renter ("Renter," "you," or "your"). This Agreement is intended to be enforceable under the laws of the State of Oregon and is drafted to allocate full responsibility and risk to Renter to the fullest extent permitted by law.

**1. DEFINITIONS** "Agreement" means this document and all terms on its face and reverse side, together with any addenda, invoices, inspection reports, rules, or written instructions provided by Company.

"Renter" or "You" means the individual and/or business entity identified on the rental form, all Authorized Drivers, and any person or entity to whom charges are billed at Renter's request. All such parties are **jointly and severally liable**.

"Authorized Driver" means Renter and any additional driver expressly approved in writing by Company. Authorized Drivers act as Renter's agents. "Trailer" means the utility trailer identified in this Agreement and any substitute trailer provided by Company. "Loss of Use" means the loss of Company's ability to rent the Trailer during repair, replacement, or disposition, calculated using Company's standard daily rental rate.

"Diminished Value" means the reduction in market value of the Trailer resulting from damage or loss, whether or not repaired.

**2. RENTAL; NO WARRANTIES; INDEMNITY** This is a contract for rental only. **NO WARRANTIES** are made, express or implied, including any warranty of merchantability or fitness for a particular purpose. Renter agrees to **defend, indemnify, and hold harmless Company**, its owners, employees, and agents from any and all claims, damages, losses, liabilities, costs, and attorney fees arising out of or related to the rental, possession, use, condition, loading, towing, storage, or return of the Trailer, **regardless of fault**, except to the extent prohibited by Oregon law. Company may repossess the Trailer without notice and at Renter's expense if the Trailer is abandoned, misused, overdue, or used in violation of this Agreement or law.

**3. CONDITION; INSPECTION; RETURN** Renter acknowledges receipt of the Trailer in good condition unless otherwise noted. Renter shall return the Trailer to the designated location, date, and time, in the same condition, ordinary wear excepted. If returned after business hours, Renter remains fully responsible for the Trailer until Company completes its inspection. **Company's post-rental inspection shall be conclusive** unless Renter proves otherwise by clear and convincing evidence. No repairs, modifications, or servicing may be performed without Company's prior written consent.

**4. RESPONSIBILITY FOR DAMAGE, LOSS, OR THEFT** Renter is **strictly liable** for all damage to, loss of, or theft of the Trailer, including but not limited to damage caused by weather, road conditions, acts of nature, vandalism, or third parties, **whether or not Renter is at fault**. Renter shall pay, at Company's election: Cost of repair (using vendors chosen solely by Company), or full replacement value if not repairable or if Company elects not to repair.

In addition, Renter is responsible for **Loss of Use, Diminished Value, missing equipment, and reasonable administrative fees**, all of which are conclusively presumed reasonable. All accidents, damage, or theft must be reported to Company and law enforcement within 24 hours.

**5. PROHIBITED USES** The Trailer shall not be used for (a) Transporting hazardous, illegal, or living cargo, (b) any illegal purpose, (c) operation by anyone under the influence of drugs or alcohol, (d) towing by an unauthorized driver, (e) operation outside the United States or Canada, (f) overloading beyond manufacturer limits, (g) operation with improperly secured cargo, (h) operation where clearance is insufficient, (i) Intentional, reckless, or negligent conduct, (j) placement of signage, lettering, or paint, (k) or any use that could reasonably be expected to cause damage.

**6. SPEED RESTRICTION & LOCATION MONITORING** Renter agrees that the Trailer shall **never be towed at a speed exceeding 65 miles per hour**, regardless of posted speed limits or roadway conditions. Violation of this provision constitutes a material breach and voids all insurance coverage. Renter acknowledges and agrees that the Trailer **may be equipped with GPS or other electronic tracking devices**. Company may monitor the Trailer's location, speed, and movement at any time for asset protection, recovery, billing, and compliance purposes. Renter waives any expectation of privacy regarding Trailer location or usage data.

**7. INSURANCE** Renter represents that it maintains **primary automobile liability insurance** covering the towing vehicle and Trailer during the entire rental period, with limits sufficient to cover bodily injury and property damage.

Any insurance provided by Company, if any, is **secondary, discretionary, and subject to all exclusions**, and does not relieve Renter of responsibility for deductibles, uncovered losses, or prohibited uses. Company retains all rights of **subrogation** against Renter and Renter's insurers.

Coverage does not extend to cargo or personal property.

**8. CHARGES; PAYMENT AUTHORIZATION** Renter agrees to pay all charges due under this Agreement, including rental charges, taxes, fines, tolls, administrative fees, damage costs, Loss of Use, Diminished Value, attorney fees, and collection costs.

Renter **authorizes Company to charge any credit or debit card on file** for all amounts due without further notice. Late payments incur a 5% fee. NSF payments incur a \$100 fee or the maximum allowed by law.

**9. DEPOSIT** Company may apply any deposit to amounts owed under this Agreement. Company's application of the deposit is final and non-appealable.

**10. MODIFICATIONS; ENTIRE AGREEMENT** This Agreement may only be modified by a written document signed by Company. It constitutes the entire agreement between the parties.

**11. WAIVERS; LIMITATION OF DEFENSES** Renter waives all defenses based on comparative fault, contributory negligence, or failure to mitigate damages, to the fullest extent permitted by Oregon law.

Renter releases Company from all incidental, consequential, special, or punitive damages related to this rental.

**12. GOVERNING LAW; VENUE; JURY WAIVER** This Agreement shall be governed by the laws of the State of Oregon. Venue shall lie exclusively in the state or federal courts located in the county where Company's principal place of business is located. **RENTER KNOWINGLY AND VOLUNTARILY WAIVES THE RIGHT TO ARBITRATION.**

**13. SEVERABILITY** If any provision is found unenforceable, the remaining provisions shall remain in full force and effect.

#### **RENTER ACKNOWLEDGMENT**

By signing below, Renter acknowledges reading, understanding, and agreeing to all terms of this Agreement.

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

Company Representative: \_\_\_\_\_ Date: \_\_\_\_\_

