

# ELK HAVEN HORSE CAMP TRAILER RENTAL

Person Renting Trailer

Rental Date(s)

Destination

# of Horses Hauled

I, the undersigned, am renting a trailer from Elk Haven Horse Camp (called "Owner"), and agree to the following terms:

## **Cost:**

I agree to pay \$60.00 a day.

## **Proper Use and Trailer Contents:**

Upon taking possession of this horse trailer, I understand that I will assume full responsibility for it. I understand that it is my responsibility to furnish a towing vehicle of sufficient size and with the necessary components such as strong towing receiver, drop hitch, electrical wiring, towing ball, etc. to safely tow this horse trailer. (Note at bottom any components rented from Elk Haven.)

I will not tow the Trailer through or under any structure without sufficient overhead or side clearance. I will not use Trailer to transport dangerous, hazardous, illegal material, or living persons. I will not allow anyone other than myself to tow or use Trailer.

Owner is not responsible for any of the contents of the Trailer, including but not limited to horses, persons, tack, tie downs. Owner will not provide any tack needed to properly secure my horse, tack and/or any other contents while inside or outside of the Trailer. It is my responsibility to provide and properly use all tie downs and tack necessary while in or out of the Trailer. It is my responsibility to know how to properly secure my horse or any other contents while in or out of the rented horse trailer.

All conditions apply regardless if the Trailer is moving or at a standstill. All conditions apply regardless if the Trailer is attached or detached to my or any other vehicle.

**Rental, Indemnity and Warranties:**

This is a contract of lease only and not of sale. I agree that I have leased a Trailer upon the express condition that it will at all time remain the property of the Owner. Owner may repossess the Trailer at my expense without notice to me, if the Trailer is abandoned or used in violation of the law or this Agreement. I agree to indemnify Owner, defend Owner, and hold Owner harmless from all claims, liability costs and attorney fees Owner incurs resulting from, or arising out of, this rental and my use of the Trailer. Owner makes no warranties express, implied or apparent, regarding the Trailer.

**Condition and Return of Trailer:**

I will exam the Trailer and report any damage found prior to rental period, if no damage is reported it will be implied that the Trailer was found to be in good condition. I will return the Trailer to Owner on the date specified in this Agreement, and in the same condition that I received it, except for ordinary wear. Service of the Trailer or replacement of parts or accessories during the rental period must have Owner's prior approval. I will not alter the Trailer by placing signs, lettering or painting on the Trailer.

**Responsibility for Damage or Loss; Reporting to Police:**

I am responsible for all damages to, or loss or theft of, the Trailer, including damage caused by weather, road conditions and acts of nature, whether or not I am at fault. I am responsible for the cost of repair or the actual retail cash value of the Trailer if it is not repairable or if Owner elects not to repair it. (The Trailer is valued at \$6000). I am also responsible for any missing equipment, and a reasonable charge to cover any administrative expenses connected with any damage claim. I will report all accidents involving the Trailer to Owner and the police within 24 hours of occurrence.

**Release of Liability:**

Owner is not responsible for any injuries, accidents, or death of any persons, any animals, or any contents, while in or out of the Trailer. I release Owner, property owners, employees and contract personnel, agents and volunteers, successors or assigns, lessors and joint ventures from any and all liability, claims, demands, actions and causes of action whatsoever arising out of any damages, both in law and in equity, in any way resulting from personal injuries, conscious suffering, death, or property damage sustained by me or by others arising out of my use of the Trailer.

***I am at least 18 years of age and I have read each part of this Agreement. I understand that it is a promise not to sue and to release Owner, property owners, employees and contract personnel, agents and volunteers, successors or assigns, lessors and joint ventures from any and all liability, claims, lawsuits, losses, costs, causes of action and damages of any kind. I have made a free and deliberate choice to sign this Agreement as a condition of my use of the Trailer.***

Address

Phone Number

Insurance Information

Driver's License #

Trailer Components I Need to Rent: 2 5/16" Ball/Hitch, 7-way Wiring Adapter, or None

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