**Micro Weddings and Events**

**TRAILER RENTAL AGREEMENT**

This rental agreement ("Agreement") is made effective as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, by

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and Micro Weddings and Events for an event at the

following address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The parties agree as follows:

1. **Rental.** Pursuant to the terms and conditions set forth herein, MWE shall provide the enclosed 20' cargo trailer including its contents (the "Trailer") for use by Renter. It is the renter’s responsibility to provide proper access to roads and space for the trailer to be parked for the duration of the rental. Parking location must be flat with the ability to get truck and trailer into and exited from the location. Prior to signing this agreement, Micro Weddings and Events (“MWE”) and the renter will evaluate requests and options for placement.

2. **Use.** Renter may utilize the Trailer and its contents in a manner befitting an appropriate use of the items. All contents of the trailer are free to be used by the renter for the timeframe of the rental. Once the trailer has been delivered, it and the items inside are the responsibility of the renter. Any inappropriate or illegal use of the trailer and or its contents are strictly prohibited. Once trailer is delivered, it will be locked in place for the duration of the rental.

3. **Duration.** The rental period shall be from\_\_\_\_\_\_\_\_\_\_\_\_\_ to\_\_\_\_\_\_\_\_\_\_\_. Renter must have all items belonging on the trailer packed in the manner it was delivered prior to the time of pick up on the date and time specified in this Agreement. All items are expected to be in same condition the renter received the Trailer, with respect to ordinary wear. Renter shall remain responsible for the safety of and any damage to the Trailer until MWE inspects it upon the next opening for business. An inventory will be done upon pickup, however, an inspection of all items will be done after pickup.

4. **Driver's License.** Renter's shall be at least 25 years old and shall present at the time of rental, a driver's license issued by any state, territory or possession of the United States that is valid for the entire rental period:

5. **Fees.** Subject to the following; Renter's use of the Trailer shall be at no cost to Renter:

(a) Renter agrees to pay MWE on demand for all charges due to MWE under this Agreement, including: ·

(i) Loss of or damage to the Trailer or its contents, which includes the cost of repair, or the actual cash value of the Trailer based on valuation methods accepted by the auto insurance industry on the date of the loss if the Trailer is not repairable, or if MWE elects not to repair the Trailer;

(ii) and/or

Cleaning cost if the Trailer is not returned in the same condition rented;

(iii) Actual expenses incurred by MWE in locating and recovering the Trailer if Renter fails to return it or MWE elects to repossess the Trailer under the terms of this Agreement. ·

(b) Renter must present at the time of rental a payment card (credit, debit or prepaid debit card) in Renter's name, which will be charged by MWE upon the occurrence of any of the events set forth in Section 5(a). Eligible payment cards are American Express, Discover, MasterCard or Visa.

6. **Liability Insurance.** Renter shall hold liability insurance / homeowners insurance that covers injury liability, collision and comprehensive insurance covering Renter, MWE, and the Trailer. MWE will also retain liability insurance for loss of personal property or injury.

7. **Repossession.** This Agreement is a contract for the rental of the Trailer and its contents. MWE may repossess the Trailer at Renter's expense without notice to Renter, if the trailer is abandoned or used in violation of law or this Agreement. Renter agrees to indemnify MWE, defend MWE and hold MWE harmless from all claims, liability, cost and attorney fees incurred by MWE resulting from, or arising out of, this rental and Renter's use of the Trailer. **MWE makes 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.**

8. **Responsibility or Damage or Loss; Reporting to Police.** Renter is responsible for all damage to the Trailer, missing equipment, and MWE administrative expenses connected with any damage claim, regardless of whether or not Renter is at fault. Renter is responsible for loss due to theft of the Trailer and all damages due to vandalism that occurs in connection with a theft, if Renter fails to exercise ordinary care while in possession of the Trailer. Renter is responsible for 'damage due to vandalism not associated with theft of the Trailer. Renter must report all accidents or incidents of theft or vandalism to the police as soon as Renter discovers them. Renter must report all accidents involving the Trailer to MWE within 24 hours of occurrence.

9. **Personal Property.** Renter releases MWE from all claims for loss of, or damages to; Renter's personal property or that of any other person / property that was left or damaged by the Trailer.

10. **Condition of Trailer.** MWE shall provide the Trailer in clean and operating condition. Service to the Trailer or replacement of parts during the rental must have MWE's prior approval.

11. **Waiver and Indemnification.** Renter, individually and on behalf of himself/herself, his/her personal representatives, heirs, successors and assigns, agree to hold harmless, defend, and indemnify MWE from any and all claims, suits, or causes of action by others for bodily injury, property damage, or other damages which may arise out of, result from, occur during, or are in any way connected with Renter's rental and use of the Trailer and any equipment related thereto, including claims arising from MWE's or any other party's negligence.

RENTER AGREES THIS WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT IS TO BE CONSTRUED UNDER THE LAWS OF THE STATE OF ILLINOIS, USA; AND IF ANY PORTION HEREOF IS HELD INVALID, THE BALANCE HEREOF SHALL, NOTWITHSTANDING, CONTINUE IN FULL LEGAL FORCE AND EFFECT. RENTER. AGREES THIS AGREEMENT IS TO BE \_CONSTRUED BROADLY TO PROVIDE A WAIVER, RELEASE AND INDEMNIFICATION TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW.

12. **Attorneys' Fees.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party or parties .shall be entitled to recover reasonable attorney's fees and all other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

**COMPANY:**

Micro Weddings and Events

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For Trailer/s: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**RENTER:**

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

Print Name

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

Signature

**Renter's Address/Phone Number:**

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

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

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

**Renter’s Driver’s License Number**

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

**Micro Weddings and Events**

Event Site Questions:

1. Do you understand that once the trailer is parked, the hitch will be locked and that the trailer will not be moved until it is picked up after the event?

**Yes / No**

1. Does the event site provide ample space for a truck and trailer to enter and exit the site safely?

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

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1. Is there a flat surface on site that is large enough for a 20 foot trailer to sit LEVEL with an additional 20 to 30 feet behind the trailer to safely unload? Please explain.

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1. What is the surface of the preferred parking location? e.g. concrete, gravel, grass, etc… \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

1. Is there an alternate parking location nearby in case the designated space is inaccessible? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. Does the site have security to monitor the trailer overnight? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. Is there a designated contact person at the event venue for coordinating arrival and departure for the trailer other than the renter?

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

1. Who will be responsible for monitoring the trailer and access during your rental? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. Do you have ample help to lift the items on the trailer safely? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. Are there specific access hours for the event venue? If so, what are they?\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

1. Will the event site allow you to have a trailer on site for multiple days?\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

1. Are there any other parking issues that may arise while you are renting the trailer? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**Micro Weddings and Events**

**Trailer Rental:**

**Standard Event Trailer:** $1200 rental ($800 Security Deposit)

 **Total up front - $2,000** Yes No

**Ceremony Event Trailer:** $400 rental ($200 Security Deposit)

 **Total up front - $600** Yes No

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

Renter Signature Date