



TRAILER ADDENDUM – POTENTIALLY DANGEROUS EQUIPMENT



Customer Name and Contact Information: _____

The person whose signature appears on Page 2 of this Addendum (also referred to herein as the "Undersigned," "you" and "your") hereby represents and warrants that he/she is the authorized agent of and signatory for the above named Customer; acknowledges that he/she has received and carefully reviewed the following Trailer Safety Rules; and agrees to abide by each of such rules at all times with respect to all trailers (each being hereinafter referred to as a "Trailer" or "Rented Item") rented at any time and from time to time from FWS Rents, LLC, a Georgia limited liability company (also referred to herein as "FWS Rents," "Lessor," "we," "us," and "our"), to such Customer. Accordingly, at all times during the term of each such rental, **the Undersigned shall:**

1. Ensure that each vehicle used to pull a Trailer has: (a) all necessary weight, traction, structural integrity, suspension, horsepower, brakes and braking power; (b) a proper, adequate, functional and non-defective bumper and hitch, both of which fully comply with all requirements of the applicable manufacturer(s), as well as all applicable laws, rules and regulations (including without limitation, all applicable Department of Transportation and Federal Motor Carrier Safety Administration requirements); and (c) adequate, properly connected, fully functional and legally compliant, lights, signals and wiring (including without limitation, brake lights and turn signals) to safely and properly pull, maneuver and stop the Trailer when fully loaded;
2. Check and ensure proper tire pressure and connections before each use and at least every 100 miles;
3. Properly secure the Trailer to each vehicle to be used to tow it, using all coupling mechanisms and safety chains provided, and in the manner specified, by the manufacturer (or if applicable, FWS Rents), and re-check all connections before each use and at least every 100 miles;
4. Ensure that sixty percent (60%) of the load's weight is placed in the front half of the Trailer for stability. Note: If the Trailer sways or begins to jackknife, reduce speed gradually (**DO NOT APPLY EXCESSIVE PRESSURE TO BRAKES**), pull over and adjust the Trailer's load to move more of the weight to the front;
5. Ensure that the load placed in the Trailer **DOES NOT EXCEED THE MAXIMUM GROSS VEHICLE WEIGHT RATING, TOWING CAPACITY OR THE MAXIMUM HITCH CAPACITY** for such Trailer (Note: Even small amounts of dirt, sand, rocks, etc., may be too heavy to haul);
6. Refrain from detaching the Trailer from any vehicle if/when the Trailer is parked other than on a flat surface and otherwise secured in a manner that ensures it will not roll, slide, turn or tip, **AND if the Trailer is to be attached to any vehicle other than the vehicle to which it was attached upon commencement of your rental at the FWS Rents rental facility, you agree to FIRST contact, and obtain the approval of, FWS Rents** (it being acknowledged that FWS Rents may grant, condition or withhold such approval, and/or require you to first bring the trailer to FWS Rents's facility for disconnection and re-connection, in its sole and absolute discretion);
7. Apply brakes slowly and evenly when descending on grades and/or approaching stops;
8. Ensure that no articles placed in or on any Trailer extend beyond the rear of the Trailer;
9. Ensure that the ball coupler, if any, is not over-tightened, and is able to swivel freely while in use;
10. Carefully secure each load placed in or on the Trailer and ensure all ramps are up and locked before moving any Trailer;
11. Ensure that both sides of any vehicle used to tow the Trailer are equipped with adequate mirrors;
12. Ensure that all Trailer brakes, taillights and turn signals are connected, adequate and fully operational at all times;
13. Drive all vehicles used to tow the Trailer at a reasonable rate of speed given the terrain, traffic, load, height, vehicle size, weight, towing capacity, braking capacity, horsepower, weather conditions and surrounding circumstances;
14. Refrain from accelerating quickly and/or exceeding posted speed limits;
15. Comply with, and ensure any and all other user(s) of such Trailer comply with, any and all applicable **Electronic Logging Device** requirements (Note: Attachment of a Trailer to a Vehicle may result in exceeding the applicable weight threshold requiring such compliance);
16. Obey all traffic laws, rules, regulations and ordinances at all times;
17. Allow extra time and distance for braking, stopping, turning, passing and changing lanes;
18. Drive in the right lane whenever possible;
19. Never load cargo on the outside of the Trailer or allow any cargo to extend outside of the borders of the Trailer while in motion;
20. Protect (i.e., refrain from leaving the Trailer unattended) and maintain the Trailer at all times;
21. Never use any Trailer off-road or in any manner, location or circumstance which creates an unreasonable risk of loss, damage, seizure or disabling (e.g., "booting") off/to the Trailer;
22. **UNLESS THE TRAILER(S) YOU ARE RENTING IS/ARE SPECIFICALLY DESIGNED FOR ONE OR MORE OF THE FOLLOWING USE(S), NEVER place, store or transport in or on any Trailer(s) any: (a) persons, pets, livestock or other animals; (b) weapons, ammunition, drugs or alcohol; (c) trash, dirt or debris; (d) plants, perishables, food or food products; (e) flammable, corrosive, explosive or other potentially dangerous materials and/or substances; (f) medical waste and/or disease agents; (g) mercury, lead, lead-based paint or asbestos; (h) radioactive or otherwise contaminated substances; (i) other "hazardous substances," "hazardous materials," and/or "toxic substances" as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980; the Hazardous Materials Transportation Act; the Resource Conservation and Recovery Act; the common law; and/or any state, local or federal laws, rules, regulations and/or orders pertaining to environmental, public health or welfare matters, as amended or supplemented from time to time; unless otherwise agreed by FWS Rents in writing;**
23. Discontinue using the Trailer and contact FWS Rents immediately in the event of any accident, mishap or discovery of any unsafe condition;
24. Carefully review and comply with all manufacturer(s)' instructions, all instructions and warnings as well as all oral instructions provided by FWS Rents at all times; and
25. Cause all other persons using the Trailer to receive, carefully review and abide by these Trailer Safety Rules at all times.

YOU MUST COMPLY WITH ALL APPLICABLE LAWS, RULES, REGULATIONS (INCLUDING WITHOUT LIMITATION, DOT, FMCSA AND IFTA REQUIREMENTS) AND ORDINANCES AT ALL TIMES. USE OF ANY TRAILER FOR ANY PURPOSE OR IN ANY MANNER OTHER THAN FOR ITS INTENDED PURPOSE, AND AS SPECIFIED IN THIS ADDENDUM, OR CONTINUED USE OF ANY DEFECTIVE, DAMAGED OR MALFUNCTIONING TRAILER, MAY RESULT IN INJURY TO PERSONS OR PROPERTY, OR DEATH. YOU WILL HAVE EXCLUSIVE CONTROL OVER SUCH TRAILER(S) DURING THE TERM OF YOUR RENTAL. ACCORDINGLY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU HEREBY ASSUME ALL RISKS ASSOCIATED THEREWITH, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS FWS RENTS, LLC, A GEORGIA LIMITED LIABILITY COMPANY, ITS OWNERS, OFFICERS, MANAGERS, DIRECTORS, PARTNERS, SUPPLIERS, AGENTS, EMPLOYEES, INSURERS, SUBROGEEES, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "INDEMNITEES") FOR, FROM AND AGAINST, ANY AND ALL ASSOCIATED LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES, CLAIMS FOR PERSONAL AND BODILY INJURY(IES) (INCLUDING DEATH), AND PROPERTY DAMAGE) RESULTING FROM OR ARISING IN CONNECTION WITH SUCH TRAILER(S) AND/OR ANY USE MADE THEREOF (INCLUDING WITHOUT LIMITATION, ANY FAILURE BY YOU, YOUR AGENTS, EMPLOYEES OR CONTRACTORS TO FULLY AND TIMELY COMPLY WITH THE FOREGOING SAFETY RULES), REGARDLESS OF CAUSE, AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, EVEN IF ARISING IN WHOLE OR IN PART, FROM THE NEGLIGENCE OR CLAIMED NEGLIGENCE OF ANY ONE OR MORE OF THE INDEMNITEES. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU WILL ALSO BE DEEMED TO HAVE GRANTED TO FWS RENTS, LLC A LIEN ON ALL PERSONAL PROPERTY PLACED IN OR ON ANY TRAILER(S) PROVIDED BY OR AT THE DIRECTION OF FWS RENTS.

TRAILER ADDENDUM – POTENTIALLY DANGEROUS EQUIPMENT

This Trailer Addendum - Potentially Dangerous Equipment (this "Addendum") is executed and delivered by the Undersigned as of the date set forth below (the "Effective Date") to and for the benefit of FWS Rents, LLC, a Georgia limited liability company (also referred to herein as "FWS Rents," "Lessor," "we," "us," and "our").

The "Customer" or "Lessee" identified below ("Customer") has elected, and/or may in the future, elect to rent certain **POTENTIALLY DANGEROUS EQUIPMENT** from FWS Rents. Capitalized terms used, but not defined, herein shall have the meanings assigned thereto in the applicable Rental Contract(s) (each, a "Rental Contract") entered into between FWS Rents, LLC and the Customer. FOR THESE PURPOSES, "POTENTIALLY DANGEROUS" (AS DESCRIBED IN PARAGRAPH 1 BELOW) EQUIPMENT INCLUDES WITHOUT LIMITATION, THE TRAILER(S), IF ANY, DESCRIBED IN SUCH RENTAL CONTRACT(S).

1. **WARNING: THE SUBJECT RENTED ITEM(S) IS/ARE POTENTIALLY DANGEROUS. THE UNDERSIGNED ACKNOWLEDGES THAT THE POSSESSION, USE, TRANSPORTATION, AND/OR STORAGE OF SUCH RENTED ITEM(S) CREATE(S) SUBSTANTIAL RISK OF SERIOUS BODILY INJURY AND/OR DEATH AND MAY ALSO RESULT IN PROPERTY DAMAGE OR DESTRUCTION. ACCORDINGLY, THE UNDERSIGNED AGREES TO FULLY AND TIMELY COMPLY WITH THE SAFETY RULES APPEARING ON PAGE 1 OF THIS ADDENDUM, AS WELL AS ALL OTHER "INSTRUCTIONS" (AS DEFINED IN PARAGRAPH 4 BELOW AND/OR IN THE APPLICABLE RENTAL CONTRACT(S)), AND TO CAUSE ALL OTHERS TO DO SO AS WELL. CUSTOMER ALSO REPRESENTS AND WARRANTS TO FWS RENTS THAT CUSTOMER SHALL ENSURE THAT EACH OF THE FOLLOWING REQUIREMENTS (TO THE EXTENT APPLICABLE) IS FULLY SATISFIED IMMEDIATELY PRIOR TO EACH USE OF THE SUBJECT RENTED ITEM(S):**

TRAILER CHECKLIST:

Issue:	Customer / Lessee (Initials):
Vehicle and Hitch Adequate	
Coupler Secure on Ball	
Chains Crossed Under Tongue	
Tire Pressure Checked	
Lights and Brakes Installed, Checked and Properly Functioning	
Equipment and other Item(s) Properly Secured in/on Trailer	
Ramps Up and Locked	
Instructions Provided to, Received and Reviewed by Customer / Lessee	

IMPORTANT NOTE: WE RESERVE THE RIGHT TO REFUSE TO RENT ANY ITEM(S) FOR ANY REASON, INCLUDING WITHOUT LIMITATION, OUR DETERMINATION THAT ANY OF THE ABOVE REQUIREMENTS HAS NOT BEEN, OR WILL NOT BE, FULLY SATISFIED.

2. **ASSUMPTION OF RISK:** THE UNDERSIGNED HEREBY: (A) ACKNOWLEDGES CUSTOMER'S UNDERSTANDING OF THE RISKS AND THE IMPORTANCE OF ENSURING THAT EACH OF THE REQUIREMENTS SET FORTH IN THE ABOVE TRAILER CHECKLIST IS FULLY SATISFIED PRIOR TO EACH USE OF THE SUBJECT ITEM(S); AND (B) **ASSUMES ALL ASSOCIATED RISKS**, INCLUDING WITHOUT LIMITATION, RISK OF LIABILITY, LOSS, PROPERTY DAMAGE AND/OR OTHER CLAIMS OF, TO, AND/OR ARISING IN CONNECTION WITH, THE RENTED ITEM(S), ITS/THEIR USE, TRANSPORTATION, LOADING, UNLOADING, STORAGE, CONNECTION, DISCONNECTION (AND PROPER RE-CONNECTION) AND REPAIR (INCLUDING WITHOUT LIMITATION, PERSONAL AND BODILY INJURY(IES) AS WELL AS DAMAGE TO ANY PROPERTY LOCATED IN OR ON, OR OTHERWISE DAMAGED DIRECTLY OR INDIRECTLY BY, ANY TRAILER RENTED FROM FWS RENTS).

3. **WAIVER & INDEMNITY:** TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE UNDERSIGNED, INDIVIDUALLY AND FOR THE CUSTOMER/LESSEE IDENTIFIED IN THE RENTAL CONTRACT: (A) HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, RELINQUISHES AND DISCHARGES ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES, INCLUDING WITHOUT LIMITATION, CLAIMS FOR PERSONAL AND BODILY INJURY(IES) (INCLUDING DEATH), PROPERTY DAMAGE AND ATTORNEYS' FEES (COLLECTIVELY, "CLAIMS") AGAINST FWS RENTS, LLC, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE OWNERS, OFFICERS, MANAGERS, DIRECTORS, AGENTS, EMPLOYEES, INSURERS, SUBROGEEES, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "INDEMNITEES") ARISING FROM OR IN CONNECTION WITH THE RENTED ITEM(S) (OR ANY OF THEM), REGARDLESS OF CAUSE (INCLUDING WITHOUT LIMITATION, THE PROPER CONNECTION, RE-CONNECTION AND/OR SECUREMENT, AS APPLICABLE, OF EACH RENTED ITEM TO EACH VEHICLE USED TO TOW SUCH RENTED ITEM AND ALL CARGO LOCATED IN OR ON ANY ONE OR MORE OF THE SAME); AND (B) AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS FWS RENTS, LLC, AND EACH OF THE OTHER INDEMNITEES FOR, FROM AND AGAINST, ALL OF THE ABOVE DESCRIBED LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES, INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES (AND WITH RESPECT TO BOTH (A) AND (B) ABOVE, EVEN IF ARISING FROM THE NEGLIGENCE OR CLAIMED NEGLIGENCE OF ONE OR MORE OF THE INDEMNITEES).

4. **CUSTOMER'S ACKNOWLEDGMENTS:** The Undersigned represents, warrants, acknowledges and agrees to, with and for the benefit of FWS Rents and the other Indemnitees that: (a) the Undersigned has carefully reviewed all applicable training, instructions, operating and user manuals, and other information (including the "SAFETY RULES" appearing on Page 1 of this Addendum, and all other applicable laws, rules, regulations and standards, including without limitation, EPA, OSHA, MSHA, NFPA, IEEE, ASME, DOT, FMCSA, IFTA, ANSI, and state and local laws, rules, regulations, ordinances, requirements and standards, as well as Title 49 of the U.S. Code of Federal Regulations) pertaining to any one or more of the Rented Item(s) (including without limitation, those regarding the proper and safe transportation, loading, unloading, use, maintenance, repair and storage of such Item(s), as applicable (collectively, the "Instructions"); (b) upon receipt of each Rented Item now or in the future (as applicable), and immediately prior to each use, the Undersigned will ensure that each Rented Item, including all coupling mechanisms, safety chains, wheels, tires, brakes, lights and turn signals, is/are thoroughly examined, counted and tested and found to be free of defects, in good operating condition and repair, roadworthy, and in all ways acceptable and appropriate for its/their intended use, operation and environment; (c) the Undersigned will ensure that each user, operator and occupant of each Rented Item carefully reviews and follows all Instructions regarding the proper connection, disconnection, loading, unloading and use of such Item(s); and (d) the Undersigned has selected, and will select, each Rented Item based on the Undersigned's independent determination that it is appropriate for his/her/its purposes and not based on any recommendation by FWS Rents.

5. **NO WARRANTIES:** EACH RENTED ITEM IS PROVIDED **AS IS.** FWS RENTS MAKES **NO WARRANTIES**, EXPRESS OR IMPLIED REGARDING THE RENTED ITEM(S) (ALL OF WHICH WARRANTIES ARE HEREBY WAIVED BY THE UNDERSIGNED AND THE CUSTOMER / LESSEE), INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, UTILITY, FUNCTION, DESIGN, QUALITY, CAPACITY, FREEDOM FROM DEFECTS AND GOOD AND WORKMANLIKE PERFORMANCE). The Undersigned will (and will ensure that the Customer / Lessee does also) fully and timely comply with all applicable Instructions, properly maintain and care for each Rented Item, and ensure each such Rented Item is used only: (a) in a reasonable and safe manner; (b) as intended by its manufacturer; and (c) otherwise in full compliance with all applicable Instructions at all times. **For the avoidance of doubt, Customer will be responsible for all tires and tubes (including without limitation, punctures and flats).**

6. **MISCELLANEOUS:** This Addendum cannot be modified absent the express written consent of FWS Rents (granted, conditioned or withheld in FWS Rents's sole and absolute discretion). This Addendum: (a)(i) is incorporated into; (ii) supplements, and does not limit or impair the protections afforded to the Indemnitees (and each of them) under or in connection with each applicable Rental Contract (such Rental Contract and all other Addenda thereto being likewise incorporated herein); and (b) applies not only to the Rented Item(s) identified in the above referenced Rental Contract(s), but also to any and all other trailers provided by or at the direction of FWS Rents in the future whether or not pursuant to a Rental Contract (except only as otherwise agreed in writing by FWS Rents). All remedies of FWS Rents are cumulative. Any photocopied, facsimiled, digital or electronic signature of the Undersigned appearing hereon will be deemed an original. The Undersigned, for himself/herself and for the Customer identified in the above referenced Rental Contract(s), has carefully reviewed and hereby agrees to each of the foregoing provisions as well as the Safety Rules appearing on Page 1.

Date: _____

Signature: _____
Customer / Lessee / Authorized Signatory