



## RENTAL TERMS AND CONDITIONS

1. The RENTER shall keep and maintain the rented trailer during the terms of the rental period at customers own cost and expense. Customer shall keep the trailer in a good state of repair during the rental period.
2. The RENTER shall pay DNG Rentals ("DNG") full compensation for full replacement of any trailer which is not returned because it is lost or stolen and/or repair including parts & labor, of any trailer which is damaged and in need of repair to put it into the same condition it was in at the time of rental. DNG's invoice for replacement or repair is conclusive as to the amount RENTER shall pay under this paragraph for repair or replacement.
3. The RENTER shall inform the DNG upon demand of the exact location of the trailer at any time while it is in the RENTERS's possession. Trailers are not to be taken outside the State of Arizona without prior WRITTEN consent from DNG Rentals.
4. The trailer shall be delivered to RENTER and returned to DNG at the RENTER's risk, cost, and expense. If a periodic rental rate is charged by DNG, rental charges are billed to the RENTER for each period or portions of the period from the time the trailer is delivered to RENTER until its return. If a term rental rate is charged by DNG, rental charges are billed to the RENTER for the full term even if the trailer is returned before the end of the term. If the trailer is not returned during or at the end of the term, then the rental charges shall continue on a full-term basis for any additional term or portion thereof until the trailer is returned.
5. No allowance will be made for any rented trailer or portion thereof which is claimed not to have been used. Acceptance of returned trailer by DNG does not constitute a waiver of any of the rights DNG has under the rental agreement.
6. If the RENTER is in default of any of the terms and conditions of this agreement, the DNG, and his agents, at the RENTER's risk, cost and expense may at any time enter the RENTER's premises where the rented trailer is stored or used at all times and recover the rented trailer.
7. The RENTER shall not pledge or encumber the rented trailer in any way. The DNG may terminate this agreement immediately upon the failure of RENTER to make rental payments when due, or upon RENTER's filing for protection from creditors in any court of competent jurisdiction.
8. The DNG makes no warranty of any kind regarding the rented trailer, except that DNG shall replace the trailer with identical or similar trailer if the trailer fails to operate in accordance with the manufacturer's specifications and operation instructions. Such replacement shall be made as soon as practicable after RENTER returns the non-conforming trailer.
9. RENTER indemnifies and holds DNG harmless for all injuries or damage of any kind for repossession and for all consequential and special damages for any claimed breach of warranty.
10. The RENTER shall pay all reasonable attorney and other fees, the expenses and costs incurred by DNG in protection of its rights under this rental agreement and for any action taken by DNG to collect any amounts due the DNG under this rental agreement.
11. These terms are accepted by the RENTER upon delivery of the terms to the RENTER or the agent or other representative of the RENTER.



## Rental Policies

### Care & Cleaning of Trailer

All rentals are made with the understanding that normal wear and tear is included in the rental rate. However, any damage from misuse or improper care will be charged for. Our rental rate structure anticipates all trailers being returned clean or additional charges will be made.

### Deposits

Deposits are required for any item rented unless credit has been established in advance. Deposit can be paid for with an approved credit or debit card (Visa, MasterCard, Discover, American Express). We also accept prepaid credit cards, cash, or checks for deposits.

### Tires – Road Damage - Flat Tires

Before operating rental trailer, check the jobsite for debris or terrain that could cause damage to tires, and be aware of roadway debris and/or damage that could cause tire damage to the trailer. In most instances, damage to tires are caused by conditions on a job site or roadways and as such payment for ALL tire repairs is considered the responsibility of the customer. In the event of a flat tire, the customer can call a tire repair company of their choice or DNG Rentals can call a tire repair company on behalf of the customer, at the sole expense of the Customer. DNG Rentals is NOT responsible for Tire Damage during the rental period. Please inspect tires prior to rental for good operating condition.

### Operating Condition of Trailer

We will perform an inspection WITH you prior to delivery. But in the event that the trailer you've rented is not operating as it should or has a problem, please contact DNG Rentals immediately. Phone (520) 333-7290.

Continuing to run the trailer with a malfunction can cause excess wear, tears, and damage and will also result in extra time spent attempting to complete your transportation project. Please help us take care of our trailer, and help you get your transportation project done properly, but addressing any and all malfunctions or problems as they occur.

If you do not call to inform us of the problem with the trailer and wait to inform us when you return the trailer when it is scheduled to be due, you may be held responsible for the full cost of the rental unit or repairs required to return it to operational condition.

### Identification & Insurance

Renting a trailer from DNG Rentals requires identification on all trailer rentals as follows:

1. Valid driver's license or Military ID or State ID card
2. Year, make and license # of renter's tow vehicle
3. Proof of insurance.



## **Reservations**

It is always a good idea to reserve the rental item in advance. All reservations will be held for 30 minutes. Some reservations require a deposit. Some seasonal items may only be available to reserve at the store's opening time. DNG Rentals may not have all rental items in stock. Most can be reserved upon return for your convenience with an advance reservation and deposit.

## **Past Due**

Rented trailer is considered past due if not returned by the due date and time listed on the rental contract.

## **Rental Days & Prices**

A rental day is 24 hours. Trailers are charged for time out, not time used. Overtime will be charged at the industry standard rate of one-sixth the daily rate per overtime hour unless otherwise instructed. Please email or call for current rental prices. All prices are subject to change without notice.

## **Weekend Rental Rates**

Rental rates are generally charged based on the amount of time the trailer is out, not time used. However, as our store is closed on Sunday, trailers picked up Saturday between 9:00 PM and 4 PM and returned on the following Monday by 9 AM will be charged 1 1/2 days. A similar rate structure would apply when our stores are closed for in observance of holidays.

## **Overnight Rates**

In order to qualify for an overnight rate, you must pick up the trailer during the last hour of business and return it during the first hour of business the following day

## **Authorized Agents**

Customers may send authorized agents to rent trailer on their behalf. Your authorized agent must 18 years-of-age or older per our insurance company policies. If you have not arranged for prepayment of the deposit prior to the rental, your authorized agent must use their personal credit or debit card to pay the deposit. In the event, you have not rented from us before; we ask that you set up the rental ahead of time in person at our store for identification purposes. Once you have been set up in our system, you may call the store with a credit to prepay the deposit and set up the rental for your authorized agent to pick up.

## **Towing Requirements**

Our insurance carrier establishes our minimum towing requirements for our rental trailers. Based upon information provided by insurance sources indicating a high correlation in accidents/claims involving short wheelbase tow vehicles and tandem axle trailers Houston Trailers, Inc. must use the following guidelines:

Tandem axle trailers, including tow dollies, require a tow vehicle with a minimum wheel base of 133 inches. The wheelbase measurement being made between the front and rear axle centers.



This will also apply to towed trailers with a gross vehicle weight (GVW) in excess of 2000 lbs. In addition, some larger/heavier trailers will require a 3/4 ton or larger chassis.

Most 20' or larger trailers require a minimum 3/4-ton, full size, domestic pick-up truck with a 133 inch minimum wheel base. Notable exceptions to this are the Ford Excursion and 3/4-ton Chevrolet Suburban meeting the minimum wheelbase requirements.

### **Hitch Requirements**

An adequate hitch is also necessary. For tandem axle trailers, all trailers greater than 3500 lb. GVWR, a minimum, class 3, receiver type hitch is required. Except, where a "factory" mounted step bumper, having the proper ball, has a rating beyond the requirement, and is of the proper height (15 to 18 in.). A hitch or bumper (factory mfg.) is rated to its' capacity, not that of the vehicle, which may be less. A single piece, solid, machined ball, with proper shank diameter must be used. Bushings to increase the shank size should not be used.

DNG Rentals reserves the right to decline the use of any vehicle we feel may not be appropriate.

### **Delivery Policies**

Call ahead to make arrangements (for an additional fee) to have one of our truck drivers deliver the trailer right to you. Our drivers also take the time to show the basic operating functions of the trailer before heading off on their next run.

Delivery charges are subject to change and in many cases based on the distance the delivery site is from the store. Please call DNG Rentals to confirm the cost of delivery to your area.

Rental rates on delivered trailer are a minimum 1-day charge. Customer must call store to request pick up of trailer. DNG Rentals does not automatically pick up trailer when the rental is scheduled to end. Failure to call store for pick up on time will result in additional charges for rental of the trailer based on the time the trailer was out of the yard.

### **Responsibility for Damage or Loss; Reporting to Police.**

You are responsible for all damage to, or loss or theft of, the trailer, including damage caused by weather, road conditions and acts of nature, whether or not you are at fault. You are responsible for the cost of repair or the actual retail cash value of the trailer if it is not repairable or if we deem it unrepairable. You are responsible for Loss of Use, Diminished Value, missing equipment or parts, and a reasonable charge to cover our administrative expenses connected with any damage claim. You must report all accidents involving the Trailer to us AND the Police within 4 hours of occurrence or discovery.