



THEBETS LLC TRAILER RENTAL CONTRACT

Primary Driver's Name:
Date of Birth (mm/dd/yyyy):

I have read and agreed to the terms and conditions of this rental agreement and thereby give my consent to the agreement and acknowledge by signing I am the

designated primary driver and take responsibility for any damage or incidents occurring during the rental period. I understand that only approved drivers are allowed to use or have possession of the trailer.

RENTER SIGNATURE _____ DATE: _____

Renter acknowledges that he or she has read and agrees to the policies, terms and conditions below. Additionally. Approved drivers can be listed on an additional page attached to this Contract and signed by both Renter and Owner.

OWNER SIGNATURE: _____ DATE: _____

TERMS OF USE

Please read the terms of service ("Agreement") carefully and completely before using any services provided by TheBets LLC.

1. Definitions:

"Company" means TheBets LLC

"Services" means services offered to the Trailer renter through any type of platform (Facebook Marketplace, phone calls, text, email etc.)

"Renter" or "Trailer Renter" means any person or company or listed driver who requests a reservation or booking to rent a trailer.

"Owner" or "Trailer Owner" means any person or company who owns a trailer and lists a trailer for rent on any platform.

"Trailer" means any towable vehicle with wheels with the intended use of carrying a load that can be towed behind an adequate vehicle equipped to tow.

"Tow" or "Operate" means any trailer pulled behind any vehicle or to utilize, use, load, unload, tamper with or otherwise in any capacity.



"Listing" means any page or platform which displays a trailer for rent.

"Rental" means a Renter processing a transaction on any platform to pay for the use of the Owner's non-motorized trailer for a specific time period.

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"Rental by Day" or "Daily Rental" means a 24-hour rental period.

"Rental by Week" or "Weekly Rental" means a 7-day rental period.

"Rental by Month" or "Monthly Rental" means a 30-day rental period.

2. **Warranty:** The Renter accepts the trailer rental as-is without any warranty that such trailer will provide the function or desired performance and intended use. The Owner does not warrant the condition, quality, or performance of the trailer.

3. **Cancellations:**

- A. No charge until the booking is accepted
- B. Full Refund if canceled within 1 hour
- C. 25% deduction if canceled after 1 hour but within 2 hours
- D. 50% deduction if canceled after 2 hours but within 6 hours
- E. No refund if canceled after 6 hours
- F. No refund if canceled on the same day of booking

4. **Deposit:** The deposit amount is set by the Trailer Owner. If the owner charges a deposit, it will be indicated on their listing. All deposits are charged when the booking is accepted. If a trailer is returned without incident, the deposit refund is initiated by the Owner marking the transaction complete. Deposit refunds can take several days to appear on your bank statement.

5. **Rental Period:** The "Rental Period" starts and ends at the booking start and end date and time unless there is a mutual agreement between Owner and Renter to change the rental start and end date and time.

6. **Rental Extensions:** If the Renter cannot return when the trailer is due, the Renter must notify the Trailer owner and process a request for extension. Any verbal or written agreement to extend a rental will be considered as "Contract extended" and needs to be paid immediately through any electronic way of payment.



7. Prohibited Use of Rented Trailers:

- A. Any person(s) not named on the Rental Agreement shall not be allowed to operate or tow rented trailer.
- B. No person under the age of 25 shall be allowed to rent, tow or operate a rented trailer.
- C. The manufacturers specified weight limits shall never be exceeded regardless of the contents being hauled.
- D. No rented trailer shall ever be used in an unlawful manner.
- E. No person operating or towing a rented trailer shall plead ignorance to any local, state, or federal law regarding the safe operation or use of the trailer.
- F. The Renter is prohibited from towing a trailer with any inadequate vehicle or a load on any trailer that does not comply with the National Highway Traffic Safety Administration or the Department of Transportation standards.
- G. The Renter is prohibited from using any tow vehicle with improper towing equipment, such as, the improper size ball, the improper light plug connection, no or non-working brake controller or an improper tow hitch.
- H. The Renter is prohibited from switching a trailer to a different towing vehicle after taking possession of the trailer if the towing vehicle is not adequate to tow the trailer.
- I. The Renter is prohibited from using any trailer without first having full knowledge of how to operate it, load it, and knowledge of all weight specifications.
- J. The Renter is prohibited from driving on toll roads, parking illegally on streets and violating traffic laws.
- K. The Renter or any other driver is prohibited from operating or towing a trailer while under the influence of alcohol, marijuana or any controlled substance that may impair his or her ability to drive.
- L. The Renter or driver is prohibited from leaving the scene of an accident without reporting such accident to law enforcement.
- M. The Renter or driver is prohibited from using any cell phone, electronic device or any other activity that may cause a distraction while driving and operating or towing a trailer.
- N. The Renter is prohibited from operating or towing any trailer that requires a special license or permit to operate, tow or haul a load on any rented trailer if the Renter does not hold the required, valid, license or permit.
- O. The Renter is prohibited from performing any mechanical work on any rented trailer without the consent of the Owner.
- P. The Renter is prohibited from maintaining possession or refusing to relinquish any rented trailer when an Owner refuses to extend the rental.
- Q. The Renter is prohibited from maintaining possession or refusing to relinquish any rented trailer when a rental has been terminated for any reason.



- R. The Renter is prohibited from loaning, giving, re-renting or letting another person use a rented trailer who is not named as a driver or Renter on the reservation.
- 8. Fees Incurred by Renter:** The Renter is responsible for paying all fees, including but not limited to: tolls, parking tickets, towing, impound, damages, cleaning, late fees, loss, abandonment, non-returned accessories, etc. Unpaid fees will be subject to an additional \$30 administration fee by TheBets LLC per incident or citation. Delinquent accounts will be sent to collections and will incur an additional 35% surcharge and may be reported to the credit bureaus. The Renter acknowledges that he or she has no right to contest fees assessed for any of the items stated above. Renter agrees to indemnify and hold TheBets LLC and the Owner harmless of any actions, consequences or penalties associated with any activity or use while in the possession of the Renter.
- 9. Late Fee:** No rental grace period will be offered to the Renter. If the trailer is not returned by the return “due” date and time, an additional 24-hour rental amount will be withheld from the Renter's deposit unless an extension request has been submitted and pre-paid in advance.
- 10. Payment Processing:** The Company uses Square, a third-party payment processor. By using the Services offered by the Company, the Owner and Renter understands and agrees that the Company is not responsible or liable for terms and conditions, limitations set by, or monetary action taken by Square. This includes, but is not limited to: refunds, service fees, fraudulent charges or any other fees imposed by Square.
- 11. Chargeback:** A chargeback occurs when the Renter disputes a charge on their credit card. In the event a chargeback is initiated, the Company will review to determine if the chargeback was warranted. If not, the Company will dispute the chargeback on behalf of the Company and/or the Trailer Owner. The Company will require the cooperation of the Trailer Owner for necessary details and documents.
- 12. Rental Fees:** The Trailer Owner is responsible for setting his or her desired daily, weekly, and monthly rental fees, accessory rental fees, cleaning fees, delivery fees, etc.
- 13. Trailer Owner Requirements for Condition and Usability:** The Owner agrees the rented trailer will be well maintained, roadworthy and mechanically safe, in good cosmetic condition, equipped with a current license plate associated with the rental trailer, equipped with a manufacturer VIN sticker listing weight specifications to include weight



capacity, and have a current DOT inspection if required by state law. It is the responsibility of every Trailer Owner to ensure the trailer is good cosmetic and mechanical condition; including but not limited to: tires, spare tires, axles, bearings, hubs, drums, brakes, leaf springs, shackle links, hangers, electrical wires, coupler, coupler lock, safety chains, breakaway box, breakaway cable, frame, breakaway battery, bed, structure, walls, lights, hinges, doors, steps, etc. The Owner agrees to indemnify and hold TheBets LLC harmless of all liability as to the mechanical, structural or cosmetic failure of any rented trailer or for communication or miscommunication of any instruction or misrepresentation of any rented trailer and its specifications listed on the Ad website or other advertised materials.

- 14. Renter Requirements & Condition Acceptance:** Renters must be 25 years of age to rent a trailer. The Renter agrees that during the course of renting from trailer Owners, the Company will not be held responsible or liable for the condition or usability of any rented trailer. It is the responsibility of the Renter to inspect the trailer prior to taking possession. Once the Renter takes possession of the trailer, the Renter is accepting the condition and usability. The Renter and Owner should both take pictures of the trailer at the time of rental. The Renter agrees to use the rented trailer in a lawful manner. The Renter agrees that during the use of any rented trailer, he or she will abide by the specified weight limitations and will not overload any rented trailer. The Renter agrees not to haul hazardous materials or illegal substances that are prohibited by state or federal laws. The Renter agrees to abide by all laws and always operates the trailer in a safe manner. The Renter agrees to indemnify and hold TheBets LLC harmless of any and all liability as to the mechanical, structural or cosmetic failure of any rented trailer or for communication or miscommunication of any instruction or misrepresentation of any rented trailer and its specifications listed on any platform website or other advertised materials.
- 15. Non-Use:** The Renter agrees that by booking the rental and taking possession of the trailer, he or she accepts the condition and usability of the trailer and is entirely responsible for full payment of the rental and any additional fee. There will be no consideration of reimbursement for the inability to use the trailer, regardless of the circumstance, by the Renter for any reason after the Renter has taken possession of the trailer.
- 16. Damages:** Any damages to the trailer during the rental are the full responsibility of the Renter; not the Owner or the Company. The Renter will be liable to pay for damages that cannot be proven to have existed prior to the rental. It is highly recommended that the Renter and Owner both take pictures of the trailer when the trailer is connected to the Renter's vehicle at the start of the rental. The Renter shall keep the trailer secure and maintain the rented trailer during the rental at his or her own cost and expense. The Renter



agrees to return the trailer in the same condition it was received. The Renter shall pay the Owner full compensation for replacement and/or repair of the trailer or accessory which is not returned because it is lost or stolen or any part of the trailer or accessory which is damaged and in need of repair to put it into the same condition it was in at the time of rental. Renter agrees the Owner is authorized to hold them financially responsible for such loss or damage by not returning the full or partial amount of the deposit.

- 17. Owner Insurance:** The Trailer Owner is responsible for insurance and theft prevention. However, the Owner may require insurance coverage from the Renter, which is usually stated in the Owner's listing. It's recommended the Trailer Owner retain a copy of Renter's insurance at the time of rental. Be advised that some insurance policies don't cover a towed trailer. All owners are required to have a working GPS tracking device equipped on the rented trailer at all times to assist with theft recovery.
- 18. Renter Insurance:** All renters are required to provide insurance with liability, damage and loss coverages that extend to the rented trailer. In the event of a claim, the renter's insurance carrier will be primary. The owner's insurance carrier is secondary. Renters must provide evidence of valid insurance by the time of rental.
- 19. Rental Procedures:** It is common practice for a Trailer Owner to request a copy or picture of the renter's driver's license, insurance card, and a picture of the Renter's license plate. The Owner and Renter should both take pictures of the trailer at the time of rental and again at the return of the rental. In the event of a dispute, these pictures will be requested by the Company. Weight specifications, especially weight capacity, must always be pointed out to the Renter at the time of rental so the Renter does not exceed the weight limits.
- 20. Liability:** The Renter accepts liability while the trailer is in the Renter's possession. The Renter agrees to provide their own liability coverage and to hold the Owner and Company harmless during the course of the rental period. The Owner agrees to insure the rented trailer for property damage insurance coverage and liability insurance coverage. The Owner agrees to hold the Company harmless from any incident that arises during the rental. Company is not liable for any verbal or written agreement, statement, or other means of communication between Renter and Owner. The Renter and Owner understand and agree that the Company does not make any attempt to give advice, review communication or monitor the conduct of the Renter or Owner. The Company is not responsible for conducting background checks or ensuring any level of trust, credibility, or qualifying any Renter or Owner. By using the Company Services, the Renter and Owner agree the Company (TheBets LLC) will be held harmless from any liability from any damages, loss or any criminal or civil dispute arising from the course of doing business and utilizing the Company services.



- 21. Termination:** The Renter shall not pledge or encumber the rented trailer in any way. The Owner may terminate the rental agreement immediately upon the failure of Renter to abide by the terms of the rental agreement.
- 22. EMBEZZLEMENT/FAILURE TO PAY OR RETURN:** In the event that a trailer is not returned by the contract return “Due” date, and if there is no extension of the rental period or cooperation from the Renter, the Owner reserves the right to file a criminal complaint with local law enforcement.
- 23. Repossession:** If the Renter fails to return the trailer and does not cooperate in scheduling pickup of the trailer and does not pre-pay for the trailer to be picked up and returned, a minimum of \$7.00 per mile round trip repossession fee, and a minimum \$500 repossession fee will be charged to the Renter. This amount may be set higher at the discretion of the Owner.
- 24. Entire Agreement.** The terms of service in this agreement shall be binding to the extent they do not violate any laws. The terms of service in this agreement contain the entire agreement. No other agreements, verbal or written, have been made outside of this agreement to involve the Company. Additional contracts, amendments, terms and verbal or written agreements may be decided in addition to these terms between the Owner and Renter, but those agreements will not dissolve the terms of this agreement.