Gunny's Moto Works, LLC

4061 County Road 209, Carpenter, Wyoming 82054
(910) 467-7263
Trailer Contract

CUSTOMER INFORMATION

FULL NAME

ADDRESS CITY / STATE / ZIP

PHONE EMAIL DRIVER'S LICENSE #

INSURANCE COMPANY AND POLICY NUMBER

RENTAL TERMS

Trailer Size:		**Pick Up Day and Time**	
Trailer Type:		**Return Day and Time**	
Total Rental Term (days):			

PAYMENTS & FEES

Rental Price (hourly/ full day / weekend)	
• **Hourly**	
• **Full Day**	
• **Weekend**	
Security Deposit $100:	
Hourly Late Charge $75 per hour:	
Balance Due Upon Pick Up:	

By signing below, Customer confirms that all information provided is accurate and acknowledges being given the opportunity to review the full Terms & Conditions of this Agreement before signing. Customer agrees to all pricing, fees, charges, and obligations contained in this Agreement.

Renter's Signature Date

TERMS & CONDITIONS

1. DEFINITIONS

1.1 “Agreement” means this Stationary Dump Trailer Rental Agreement, including Page 1, these Terms & Conditions, any pricing sheet, invoice, text confirmation, email confirmation, and any written modification approved by Us.

1.2 “You,” “Your,” or “Customer” means the person signing this Agreement, any person or entity on whose behalf the Agreement is signed, and any person acting under Your direction or control.

1.3 “We,” “Us,” or “Our” means the company providing the stationary dump trailer rental service.

1.4 “Trailer” means the dump trailer, container, bin, doors, tarp system, ramps, jack, wheels, tires, accessories, locks, and any related equipment delivered under this Agreement. 1.5 “Property” means the delivery address, job site, residence, commercial property, driveway, lot, or any premises where the Trailer is placed or used. 1.6 “Charges” means all amounts due under this Agreement, including without limitation rental fees, delivery fees, pickup fees, extension fees, overweight charges, prohibited load charges, landfill surcharges, damage charges, cleaning charges, administrative fees, collection costs, court costs, attorney fees, taxes, and any other sums owed by You. 1.7 “Loss of Use” means the loss of Our ability to rent or use the Trailer for any period because of damage, misuse, detention, blocked pickup, contamination, or other condition caused by You or arising while the Trailer is on Your Property.

1.8 “Diminished Value” means the difference between the fair market value of the Trailer immediately before damage and its value after repair, or if not repaired, the difference between its pre-loss value and its salvage or sale value.

2. RENTAL PERIOD / DELIVERY / PICKUP

2.1 The rental period begins when the Trailer is delivered or placed at the Property and continues until it is picked up by Us

2.2 Any scheduled pickup date is an estimate only unless We expressly guarantee it in writing.

2.3 We may adjust delivery or pickup timing due to weather, traffic, landfill delays, mechanical issues, staffing limitations, route changes, unsafe site conditions, emergencies, or other events outside Our reasonable control.

2.4 No refund, discount, or credit shall be due for early completion, unused capacity, unused rental days, delayed loading by You, or partial use of the Trailer. 2.5 You shall keep the Trailer accessible for pickup at all times after requesting removal or upon expiration of the agreed rental term.

2.6 If We are unable to deliver, service, empty, or retrieve the Trailer because of blocked access, locked gates, vehicles, mud, soft ground, animals, unsafe conditions, weather, overloading, prohibited materials, or any other condition outside Our control, You shall remain responsible for the Trailer and for any additional trip, delay, labor, or service charges.

3. PAYMENT TERMS

3.1 All base rental charges, deposit amounts, delivery fees, and any known upfront charges are due before delivery unless otherwise agreed by Us in writing. 3.2 Any additional Charges arising during or after the rental period are due immediately upon demand.

3.3 Any unpaid balance more than three (3) calendar days past due may accrue interest at the rate of _____% per month or the highest rate allowed by law, whichever is lower. 3.4 In addition to interest, a late fee of $_____ may be charged on past-due balances.

3.5 A fee of $_____, or the maximum allowed by law, may be charged for any returned check, failed ACH payment, declined payment, chargeback, reversed card transaction, or disputed payment.

3.6 You agree that use of a credit card, debit card, ACH, or other payment method provided by You authorizes Us to process payment for all Charges due under this Agreement to the extent permitted by law.

3.7 By making payment, You represent and warrant that You are the authorized user of the payment method provided and have authority to use it. 3.8 You agree to pay all costs We incur in collecting unpaid balances or enforcing this Agreement, including reasonable attorney fees, court costs, filing fees, service fees, repossession costs, skip-trace costs, and collection agency fees where permitted by law.

4. USE OF TRAILER / PERMITTED USE

4.1 The Trailer is rented strictly as a stationary dump trailer unless We expressly authorize otherwise in writing.

4.2 You shall use the Trailer carefully, lawfully, and only for its intended purpose.

4.3 You shall ensure that all materials loaded into the Trailer are lawful to transport and dispose of and are acceptable to the receiving landfill, transfer station, recycling center, or disposal facility.

4.4 You shall not permit the Trailer to be used in any reckless, negligent, abusive, unlawful, or improper manner.

4.5 You shall not allow any person to move, tow, relocate, alter, repair, or tamper with the Trailer.

5. PROHIBITED MATERIALS / PROHIBITED USES

5.1 You shall NOT place or allow to be placed in the Trailer any hazardous, toxic, flammable, explosive, corrosive, infectious, illegal, regulated, or environmentally restricted material. 5.2 Prohibited materials include, without limitation: (a) Paint, stain, thinner, and solvents (b) Oil, gasoline, diesel, kerosene, or fuel containers (c) Chemicals, pesticides, herbicides, pool chemicals (d) Batteries (e) Asbestos-containing materials (f) Propane tanks, gas cylinders, oxygen tanks, or pressurized containers (g) Firearms, ammunition, fireworks, or explosives (h) Medical waste, biohazards, sharps, or animal carcasses (i) Wet concrete, sludge, liquids, sewage, or contaminated soils (j) Refrigerators, freezers, air conditioning units, and other appliances containing refrigerants (k) Tires, unless expressly approved in advance (l) Any item prohibited by applicable law or by the receiving disposal facility 5.3 You shall not burn anything in or near the Trailer.

5.4 You shall not load material above the top rail, in a manner that creates unsafe hauling conditions, or in a manner likely to cause spillage, shifting, or falling debris. 5.5 You are solely responsible for all costs, penalties, cleanup, segregation, reloads, disposal charges, return trips, environmental claims, liens, fines, or damages resulting from prohibited materials or prohibited use.

6. WEIGHT / LOADING / OVERAGES

6.1 You shall not exceed the included tonnage listed on Page 1.

6.2 Any weight above the included tonnage shall be billed at the overweight rate listed on Page 1.

6.3 You shall load the Trailer evenly and in a manner suitable for transport.
6.4 If the Trailer is overloaded, loaded unevenly, or otherwise unsafe to haul, We may refuse pickup until corrected.
6.5 If unloading, hand sorting, reloading, or multiple trips are required due to overloading, unsafe loading, or prohibited contents, You shall pay all associated labor, equipment, disposal, and transportation charges.
6.6 Any additional landfill, transfer station, disposal, environmental, or recycling fees caused by the contents of the Trailer shall be Your responsibility.

7. CONDITION OF TRAILER / ACCEPTANCE
7.1 You acknowledge that upon delivery You had the opportunity to inspect the Trailer and accept it in its present condition, except for any condition specifically noted in writing. 7.2 The Trailer is rented AS IS, with all faults, and We make no warranties, express, implied, statutory, or otherwise.
7.3 We specifically disclaim any implied warranty of merchantability, fitness for a particular purpose, suitability, or non-infringement.
7.4 You acknowledge that You are not relying on any oral statement or representation not expressly contained in this Agreement.

8. SITE CONDITIONS / ACCESS / PROPERTY RISK
8.1 You are solely responsible for ensuring that the Property is suitable for delivery, placement, and pickup of heavy equipment.
8.2 You are solely responsible for identifying and protecting: (a) Septic tanks and drain fields (b) Irrigation lines and water lines (c) Utility lines, conduits, cables, and underground facilities (d) Fences, curbs, pavers, and decorative surfaces (e) Soft ground, retaining walls, and unstable soil (f) Tree limbs, overhangs, wires, roof lines, and other overhead obstructions (g) Any concealed hazard or site condition that could affect delivery, placement, or removal
8.3 Heavy equipment and loaded Trailers may crack, scratch, rut, settle, sink, or otherwise mark driveways, concrete, asphalt, lawns, pavers, landscaping, or other surfaces. 8.4 By directing placement of the Trailer on the Property, You assume the risk of ordinary surface damage and ground disturbance associated with delivery, placement, loading, standing weight, and removal.
8.5 We shall not be responsible for damage to driveways, pavement, grass, landscaping, underground utilities, or similar property conditions unless such damage is caused solely by Our gross negligence or willful misconduct.

9. CUSTOMER RESPONSIBILITY FOR DAMAGE / LOSS / THEFT
9.1 You are fully responsible for the Trailer from the time of delivery until the time we remove it and inspect it.
9.2 You are responsible for all damage to, contamination of, misuse of, detention of, loss of, or theft of the Trailer, regardless of fault, including damage caused by weather, acts of nature, vandalism, third parties, or negligence by anyone on the Property.
9.3 If the Trailer is damaged, contaminated, detained, or not returned to rentable condition, You shall pay, as determined by Us: (a) All repair parts and labor (b) Loss of Use (c) Diminished Value (d) Administrative expenses (e) Transport, towing, recovery, and service charges (f) Cleaning and decontamination charges (g) Full replacement value if We determine the Trailer is not economically repairable or if repair is not practical
9.4 If the Trailer is stolen, destroyed, not recovered, or so severely damaged that We elect not to repair it, You shall pay its full replacement value together with Loss of Use, Diminished Value, and all related administrative and recovery costs.
9.5 You must notify Us promptly of any damage, accident, vandalism, fire, law enforcement contact, or theft involving the Trailer. If criminal conduct or theft is involved, You must also notify law enforcement within twenty-four (24) hours.

10. NO MAINTENANCE / NO REPAIRS / NO MODIFICATIONS
10.1 You shall not repair, modify, alter, weld, drill into, paint, remove decals from, or attach anything to the Trailer without Our prior written consent. 10.2 You shall not attempt to service tires, wiring, hydraulics, brakes, couplers, doors, or any mechanical component.
10.3 Any unauthorized maintenance, repair, or modification is at Your sole risk and expense and shall not reduce Your liability under this Agreement.

11. NO MOVEMENT / NO SUBRENTAL / NO TRANSFER
11.1 You shall not tow, move, relocate, reposition, transfer possession of, sublease, lend, pledge, sell, conceal, or otherwise dispose of the Trailer. 11.2 Any unauthorized movement, transfer, concealment, or subrental of the Trailer constitutes a material breach of this Agreement and may be treated as conversion or theft to the fullest extent permitted by law.

12. INSURANCE
12.1 You are solely responsible for obtaining and maintaining any insurance coverage You desire for the Trailer, the contents loaded into it, and any liability arising from its use or presence on the Property.
12.2 Our insurance, if any, does not provide coverage for Your liability, Your property, or damage caused by You, third parties, or conditions at the Property. 12.3 If You provide proof of insurance, such insurance shall be primary and non-contributory as to any claim for which You are responsible.

13. INDEMNITY / DEFENSE / HOLD HARMLESS
13.1 To the fullest extent permitted by law, You agree to indemnify, defend, and hold harmless Us and Our owners, officers, managers, members, employees, agents, contractors, successors, and assigns from and against all claims, demands, suits, losses, liabilities, damages, fines, penalties, liens, judgments, costs, and expenses, including reasonable attorney fees, arising out of or related to: (a) Delivery, placement, use, loading, or pickup of the Trailer (b) Conditions at the Property (c) Injury to persons or damage to property (d) Prohibited materials or improper disposal (e) Violation of law or regulation (f) Your breach of this Agreement
13.2 This indemnity obligation applies even if a claim is asserted by You, a family member, guest, contractor, neighbor, property owner, tenant, governmental agency, or disposal facility.

14. PERSONAL SAFETY / RELEASE OF LIABILITY
14.1 You acknowledge that use of the Trailer involves inherent risks, including shifting loads, pinch points, sharp debris, falling material, heavy doors, slips, trips, and other hazards. 14.2 You agree that children and unauthorized persons shall be kept away from the Trailer.
14.3 You agree not to climb inside, on top of, or underneath the Trailer.

14.4 To the fullest extent permitted by law, You assume all risk of injury, death, property damage, and loss arising from the Trailer being present on the Property or being loaded, used, or accessed by You or others.
14.5 To the fullest extent permitted by law, You release Us from liability for consequential, incidental, special, indirect, exemplary, or punitive damages arising out of this Agreement or the rental.

15. DEFAULT / REMEDIES / RECOVERY OF EQUIPMENT

15.1 You shall be in default under this Agreement if You: (a) Fail to pay any amount when due (b) Breach any term of this Agreement (c) Provide false or misleading information (d) Deny access to the Trailer (e) Hide, move, overload, misuse, damage, or contaminate the Trailer (f) Become insolvent, file bankruptcy, or have a receiver appointed (g) Otherwise jeopardize Our rights in the Trailer
15.2 Upon default, We may, in addition to any other legal remedy: (a) Declare all Charges immediately due and payable (b) Suspend service (c) Refuse pickup until unsafe or prohibited conditions are corrected (d) Recover, remove, or repossess the Trailer by lawful means (e) Enter the Property, with or without notice, to the extent permitted by law and without breach of the peace, for the purpose of recovering the Trailer (f) Pursue civil action, collections, or any other legal or equitable remedy
15.3 You waive any claim against Us for trespass, conversion, property damage, or similar claim arising from lawful recovery of the Trailer, except to the extent caused solely by Our gross negligence or willful misconduct.
15.4 Repossession, recovery, or removal of the Trailer shall not relieve You of liability for unpaid Charges, damages, or any other amounts owed.

16. BUSINESS ENTITY / PERSONAL GUARANTEE

16.1 If You sign this Agreement on behalf of an LLC, corporation, partnership, trust, or other entity, You represent that You are authorized to bind that entity. 16.2 In consideration of Us entering into this Agreement, the individual signing on behalf of such entity personally and unconditionally guarantees full and timely payment of all sums due and full performance of all obligations under this Agreement.

17. FORCE MAJEURE

17.1 We shall not be liable for any delay, nonperformance, rescheduling, or failure to perform caused by weather, flood, storm, hurricane, fire, accident, traffic, road closure, landfill closure, labor shortage, fuel shortage, equipment breakdown, utility outage, governmental action, acts of God, or any cause beyond Our reasonable control. 17.2 In such event, Our performance shall be excused or delayed for the duration of the condition without liability to You.

18. NO WAIVER / MODIFICATIONS

18.1 No waiver of any term or breach of this Agreement shall be effective unless in writing and signed by Us
18.2 Our acceptance of partial payment, delayed enforcement, or failure to enforce any right shall not constitute a waiver of any other or future breach. 18.3 No oral statement, promise, or representation shall modify this Agreement.
18.4 This Agreement may be modified only by a written document signed by Us.

19. ENTIRE AGREEMENT / SEVERABILITY

19.1 This Agreement constitutes the entire agreement between the parties and supersedes all prior proposals, understandings, negotiations, advertisements, and communications relating to the rental.
19.2 If any provision of this Agreement is found invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.
19.3 The headings used in this Agreement are for convenience only and do not affect interpretation.

20. GOVERNING LAW / VENUE

20.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming, without regard to conflict of law principles. 20.2 Any lawsuit, action, or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state courts located in the county where Our principal office is located, or in any other court of competent jurisdiction selected by Us if permitted by law.
20.3 You consent to personal jurisdiction and venue in such courts.

21. ELECTRONIC SIGNATURE / ENFORCEABILITY

21.1 Your signature on this Agreement, whether handwritten, electronic, typed, digital, or captured through an electronic signature platform, shall be deemed legally binding and enforceable to the fullest extent permitted by law.
21.2 This Agreement shall be enforceable against You upon Your signature, and no signature by Us shall be required for enforceability unless required by applicable law. 21.3 A copy, scanned version, photograph, digital file, or electronically stored version of this Agreement shall be treated the same as an original.

CHEAT SHEET
(COMMON MATERIAL WEIGHTS)

Material	Weight
Gravel	2,400 - 2,900 pounds (1.2 - 1.45 tons)
Sand	2,600 - 3,000 pounds (1.3 - 1.5 tons)
Dirt	2,000 - 2,700 pounds (1 - 1.35 tons)
Concrete	3,500 - 4,050 pounds (1.75 - 2 tons)
Asphalt	3,000 - 3,700 pounds (1.5 - 1.85 tons)
Mulch	400 - 800 pounds (0.2 - 0.4 tons)
Topsoil	2,100 - 2,700 pounds (1.05 - 1.35 tons)
Wood Chips	500 - 1,000 pounds (0.25 - 0.5 tons)
Household Trash	600 - 800 pounds (0.3 - 0.4 tons)
Roofing Shingles	2,100 - 3,000 pounds (1.05 - 1.5 tons)

Weight per Cubic Yard

Weight per Square

Material	Weight
Asphalt Shingle (one square, covering 100 sq. ft)	200 - 300 pounds
8 squares	1,600 - 2,400 pounds (0.8 - 1.2 tons)

Volume and Weight Conversion

Asphalt Shingles per Cubic Yard:

Approximately 3 - 4 squares of asphalt shingles fit into one cubic yard, depending on compaction.

Notes

1. The weights can vary based on moisture content, compaction, and the specific type of material.
2. When planning for loads, it's best to consider the higher end of the weight range to avoid overloading

Dump Trailer Loading and Materials Requirements

Customer must:

- Do not load above the top rails of the trailer.
- Heavy materials should not exceed halfway up the side walls.
- Distribute weight evenly from front to back and side to side.
- Do not place all weight at the front or rear of the trailer.
- Secure and tarp any load that could blow or fall out during transport.

The following materials are not allowed:

- Concrete
- Hazardous waste
- Chemicals
- Paint or solvents
- Oil or fuel
- Batteries
- Propane tanks
- Explosives
- Medical waste
- Asbestos
- Radioactive materials
- Burning materials
- Any material prohibited by local landfill regulations

Renter's Signature Date
