

# Alberta West Trailers Rental Agreement



Alberta West Trailers Ltd  
93 Mahogany Point SE, T3M 0T2  
Calgary, Alberta  
Phone: 403-919-9193  
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**Renter Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **Province:** \_\_\_\_\_ **Postal code:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Work:** \_\_\_\_\_ **Cell:** \_\_\_\_\_

**Date of Birth:** \_\_\_\_\_

**Alberta Operator's License #** \_\_\_\_\_ **Expiry** \_\_\_\_\_

**Vehicle:** \_\_\_\_\_

**Plate #** \_\_\_\_\_

**Insurance Provider** \_\_\_\_\_

**Policy Number** \_\_\_\_\_ **Policy Type** \_\_\_\_\_

  

**Additional Driver Name:** \_\_\_\_\_

**Alberta Operator's License #** \_\_\_\_\_ **Expiry** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **Province:** \_\_\_\_\_ **Postal code:** \_\_\_\_\_

**Rental Dates From:** \_\_\_\_\_ **to:** \_\_\_\_\_

**Destination:** \_\_\_\_\_ **Purpose:** \_\_\_\_\_

**Pick up Time:** \_\_\_\_\_ **Return Time:** \_\_\_\_\_

  

**Cash Damage Deposit:** \$250.00\* **Credit Card #** \_\_\_\_\_ **Expire Date** \_\_\_\_\_

**Rental Fee:** \_\_\_\_\_

**GST:** \_\_\_\_\_

**Total Amount Due:** \_\_\_\_\_ *(The Total Amount Due is to be paid by cash, certified cheque, Debit, Visa or MasterCard.)*

**\*We reserve the right to retain the deposit amount to pay any amounts owed to us under this agreement and reserve the right to charge additional fees to you including, but not limited to, damages, cleaning costs, missing items, or not returning the trailer on time and to the correct location in the original rented state.**

- Your vehicle **MUST** be insured **“To haul a non-owned trailer”**.
- Your vehicle must have **Legal Liability for Damage to Non-Owned Automobiles. Section SEF 27.**
- Trailer must be cleaned inside and out before return to avoid added cleaning charges.
- Cleaning charge if necessary is \$50 minimum.
- Trailer must be returned by specified time on contract to avoid late charges.
- Late charges are \$25 per hour or double the daily rate will apply.
- The trailer is not to be driven over 50 kilometers per hour on gravel roads.
- **NO SMOKING** (renter or guests) inside the trailer or outside within 3 meters.
- No refunds on early returns
- You agree to be responsible for all damages caused by accident, abuse or neglect. Damages incurred can be, but are not limited to, road debris, dents, damage from horses or other animals, theft, vandalism or any other type of damage that was not on the trailer when it left other than normal wear that will occur from use. A horse damaging the trailer is **NOT** considered normal wear.
- Renter is responsible for any and all claims on the trailer.
- Rental is restricted to Alberta, British Columbia, and Saskatchewan only.

**Trailer Rental Details: 2014 Sundowner Super Sport Bumper Pull 2 Horse Trailer**

**VIN #:** \_\_\_\_\_

**Plate #:** \_\_\_\_\_

Only the person(s) listed on this agreement and who is above the age of twenty five (25) with a valid operator’s license may rent, tow, and otherwise operate this trailer. You are responsible for all collision damage to the trailer, even if someone else causes it, or the cause is unknown. You are responsible for the cost of repair up to the value of the trailer. Your own insurance must cover all of your financial liability for the rented trailer. You must check with your insurance company to find out the extent of your coverage before renting the trailer.

You are bound by the terms and conditions contained in all parts of this agreement. You must return the trailer to the same location in which it was rented on or before the indicated due back time. There will be additional fees if the trailer is not returned as specified. You agree to pay for all damages, fines, towing, expenses, legal fees on a solicitor and client basis, penalties, forfeitures, administrative costs or fees that you incur during the rental period.

You agree and are bound to the terms and conditions found on all three pages of this agreement and on any additional materials we may provide to you at the time of rental.

By signing below to confirm that all the information you provided is true and accurate.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## RENTAL AGREEMENT TERMS AND CONDITIONS

1. **DEFINITIONS.** "Agreement" means all terms and conditions found all three (3) pages, any addenda or any additional materials we provide at the time of rental. "You" or "your" means the person identified as the renter on Page 1, any person signing this agreement, any authorized driver and any person or organization to which charges are billed by us on the renter's direction. All persons referred to as "you" or "your" are jointly and severally bound by this agreement. "We," "our" or "us" means Alberta West Trailers identified on Page 1. "Authorized Driver" means you, any additional driver approved by us and listed by us on this agreement, and any other driver authorized by the law of the province of Alberta where the trailer is rented provided that person has a valid operator's license and, is at least twenty five (25) years of age. "Trailer" means the trailer identified in this agreement and any substitute, and all its tires, tools, accessories, keys, equipment, and documents. "Physical damage" means all damage to, or loss of, the Trailer caused by collision or upset; it does not include damage to, or loss of the Trailer due to theft, hail, flood, or fire. "Loss of use" means the amount calculated by multiplying the number of days/weeks/months from the date of damages to the Trailer until it is repaired times the corresponding periodic rental rate, unless otherwise provided by law.
2. **RENTAL.** This agreement is a contract for the rental of the Trailer. WE MAKE NO WARRANTIES, EXPRESS, IMPLIED OR APPARENT REGARDING THE TRAILER, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR THAT THE TRAILER IS FIT FOR A PARTICULAR PURPOSE. We may repossess the Trailer at your expense without notice to you, if the Trailer is abandoned or used in violation of law or this agreement. You waive all recourse against us for any criminal reports or prosecutions that we may take against you that arise out of your breach of this agreement.
3. **CONDITION AND RETURN OF TRAILER.** You must return the Trailer to our rental office or other location we specify, on the date and time specified in this agreement, and in the same condition that you received it, except for ordinary wear. Service to the Trailer or replacement of parts or accessories during the rental must have our prior approval.
4. **RESPONSIBILITY FOR DAMAGE OR LOSS; REPORTING TO POLICE.** You are responsible for all damage to or loss of the Trailer, loss of use of the Trailer while it is being repaired, diminution of the Trailer's value caused by damage to it or repair of it, missing equipment, and all administrative costs we incur due to damage to, or loss of, the Trailer regardless of whether or not you are at fault. You must report all accidents or incidents of theft and vandalism to the police as soon as you discover them. You must report all accidents involving the Trailer to us immediately.
5. **LIABILITY INSURANCE.** You are responsible for all damages or losses you cause to others. You agree to provide auto liability insurance covering you, us, and the Trailer. You will indemnify, defend, and hold us harmless from all liability, costs and solicitor and client fees arising out of use of the Trailer.
6. **CHARGES.** You will pay us on demand for all charges due under this Agreement that are allowed by law, including, but not limited to: (1) time and usage for the period during which you keep the Trailer ; (b) charges for optional services, if you elect to purchase any; (c) applicable sales use and other taxes; (d) loss of, or damage to the Trailer , which is included in the cost of repair of the retail 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, plus loss of use, diminution of the Trailer 's value caused by damage to it or repair to it, and our administrative fees incurred for processing the claim; (e) all fines, penalties, forfeitures, court costs, towing charges and other expenses involving the Trailer assessed against us or the Trailer during your rental, unless these expenses are our fault; (f) all expenses we incur in locating and recovering the Trailer if you fail to return it or we elect to repossess the Trailer under the terms of this Agreement; (g) all costs, including pre and post judgment solicitor fees, we incur collecting payment from you or otherwise enforcing our rights under this agreement; and (h) a 2% late payment fee, on all amounts past due.
7. **DEPOSIT.** We may use your deposit to pay any amounts owed to us under this agreement.
8. **YOUR PROPERTY.** You release us, our agents and employees from all claims for loss of, or damage to, your personal property or that of any other person, that we received, handled or stored, or that was left or carried in or on the Trailer or in any service Trailer or in our offices, whether or not the loss or damage was caused by our negligence or was otherwise our responsibility.
9. **BREACH OF AGREEMENT.** If you breach this agreement, you will be liable for all damage to, or loss of, the Trailer caused by your breach, unless otherwise provided by law.
10. **MODIFICATIONS.** No term of this agreement can be waived or modified except by a writing that we have signed. If you wish to extend the rental period, you must return the Trailer to our rental office for inspection and written amendment by us of the due in date or time.
11. **MISCELLANEOUS.** No waiver by us of any breach of this Agreement will constitute a waiver of any additional breach or waiver of the performance of your obligations under this agreement. Unless prohibited by law, you release us from any liability for consequential special or punitive damages in connection with this rental or the reservation of a Trailer. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable. This agreement constitutes the entire Agreement between you and us. All prior representations and agreements between you and us are merged into this agreement.
12. **RENTAL AGREEMENT VIOLATIONS.** You agree to properly operate this Trailer. If any of the following acts are committed, any coverage provided to you will be voided: (a) Operation of the Trailer by an unauthorized driver; (b) Violation of any provision of this Agreement while operating the Trailer; (c) Driving while intoxicated or under the influence of drugs, alcohol or other substances which would impair driving ability; (d) Reckless driving of the Trailer to include, among other things, off regularly maintained roadways, to carry hazardous or explosive substances, to carry hazardous waste of any kind, to transport weight in excess of the Trailer 's maximum payload capacity, where insufficient clearance or height or width exists, improper loading; (e) Using the Trailer to participate or act or assist in any activity that violates any law, rule, or regulation; (f) Using Trailer to carry persons or property for hire; (g) Using Trailer to tow or push any other Trailer , trailer or other object; (h) Operation of Trailer by person who has used false or misleading information to obtain the Trailer ; (i) Taking the Trailer outside of the Province of Alberta without the prior consent of Alberta West Trailers.