

EQUIPMENT LEASE AGREEMENT

HARMONY TRAILER RENTALS, LLC

116 Jennie Drive

Harmony, PA 16037

(724) 612-5411

harmonytrailerrental@gmail.com

<i>Equipment</i>	<i>Rental Rate</i>	<i>Rental Charge</i>	<i>Estimated Charges</i>
	\$	\$	\$

Contract No.:

2022-00_____

Contract Date:

Equipment:

Customer Contact Information:

Leasing Location:

Harmony Trailer Rentals, LLC

116 Jennie Drive

Harmony, PA 16037

Rental Out Date/Time:

Rental Due Date/Time:

*NOTICE: FAILURE TO RETURN EQUIPMENT BY RENTAL DUE DATE/TIME MAY
RESULT IN ADDITIONAL CHARGES*

Terms and Conditions:

- 1) **Geographical Restriction** – In no event shall Customer remove the Equipment from the borders of the Contiguous United States absent explicit approval from Harmony Trailer Rentals, LLC;
- 2) **Jurisdiction** – Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be exclusively governed by the laws of the Commonwealth of Pennsylvania;
- 3) **Mandatory Arbitration** – Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the Butler County Court of Common Pleas or any other jurisdiction chosen by Harmony Trailer Rentals, LLC in accordance with its Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof;

Acknowledgements:

- 1) I understand that this Equipment must be returned to the location from which I rented it;
- 2) I understand that this Equipment is water resistant and not waterproof;
- 3) I acknowledge that I have received the appropriate User Instructions and acknowledge my responsibility to fully read and understand these user Instructions before operating this Equipment;
- 4) I understand that I can contact Harmony Trailer Rentals, LLC during normal business hours and at all times in the event of an extreme emergency;
- 5) I understand that I am financially responsible for all damages to Equipment;
- 6) I understand that Harmony Trailer Rentals, LLC will charge a flat rate cleaning fee of \$250.00 in the event I fail to return the Equipment free from debris. This cleaning fee may be in addition to any fees imposed for damages as outlined in Paragraph 5 above;
- 7) I agree that distracted driving is dangerous and that driving while distracted is likely to lead to an accident, causing serious injury or death. I agree not to use a handheld device and not to text while driving/operating any Harmony Trailer Rentals, LLC Equipment. My agreement not to do so is material to Harmony Trailer Rentals, LLC's decision to enter into this Agreement. My failure to comply is material breach of this Agreement;
 - a. The following shall be admissible as evidence of negligence and breach of contract in any lawsuit or arbitration: i) that the Customer was texting while driving; ii) that the Customer was using any handheld device (other than an extreme emergency) while driving;
- 8) I agree to submit all legal claims in accordance with Butler County Court of Common Pleas Arbitration Rules, incorporated by reference, and available at <https://www.butlercountypa.gov/DocumentCenter/View/289/Rule-L1301-Arbitration-PDF>;
- 9) I acknowledge that I have received and agree to the terms and conditions of this Equipment Lease Agreement and any duly executed codicils thereto.
- 10) Renter is responsible for maintain a valid drivers license, sufficient insurances to cover the rented trailer and appropriate vehicle registration.
- 11) The renter is responsible to supply a sufficiently capable vehicle with sufficient towing capability to haul the rented trailer and its contents.

Customer Printed Name

Customer Signature

Date

Harmony Trailer Rentals, LLC Printed Name

Harmony Trailer Rentals, LLC Signature

Date

AGREEMENT FINANCIALS TO FOLLOW

Cardholder Name	
Card Type	
Card Number	
Expiration Date	
Security Code	
Billing Zip Code	

Estimated Subtotal	\$
Estimated Rental Tax	\$
Estimated Rental Charges	\$
Credit Card Authorization Amount	\$
Net Paid Today	\$

THE BANK HAS PLACED A HOLD FOR \$_____ ON YOUR ACCOUNT. THIS HOLD MAY APPEAR ON YOUR STATEMENT. HARMONY TRAILER RENTALS, LLC WILL NOT CHARGE/CREDIT YOUR CARD UNTIL YOU RETURN THE EQUIPMENT, AND YOUR RENTAL CHARGES ARE CALCULATED. IF THE ACTUAL RENTAL CHARGES EXCEED THE HELD AMOUNT, OR IF YOUR RENTAL IS EXTENDED, HARMONY TRAILER RENTALS, LLC MAY CHARGE THE ORIGINAL AMOUNT AND AUTHORIZE AN ADDITIONAL AMOUNT FOR THE ESTIMATED BALANCE.

Customer Printed Name

Customer Signature

Date

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