



## BRECHBILL TRAILER SALES, LLC Trailer Lease Agreement

### CUSTOMER INFORMATION

Date: \_\_\_\_\_

Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_

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

Driver's License State & No.: \_\_\_\_\_

Insurance Carrier and Policy No.: \_\_\_\_\_

Purpose of Rental: \_\_\_\_\_

Expected Rental Period: \_\_\_\_\_

*Please provide Driver's License and Insurance Card for photocopying.*

### **NOTICE:**

**Customer is expected to make down payment on Total Rent at time of contract with balance of the contract, damage, and late fees due at time of delivery.**

**Customers are responsible for insuring vehicle is compatible with and capable of hauling the desired trailer. Customer is solely**

**responsible for complying with all applicable Federal, State, and Local laws.**



**Brechtbill Trailer Sales, LLC Trailer**

THIS LEASE AGREEMENT (hereinafter referred to as “Agreement”), made and entered into this [day] day of [month], 20[year], by:

**BRECHBILL TRAILER SALES, LLC** of 1061 Lincoln Way West, Chambersburg, Pennsylvania, (the registered owner of the vehicle described below, hereinafter referred to as “Lessor”)

AND

[Name] of [Address] (hereinafter referred to as “Lessee.”)

The Parties agree as follows:

**1. EQUIPMENT.** The equipment to be leased to Lessee is described and identified in Exhibit “A” which is attached to this Agreement and incorporated by reference. The Equipment shall be in the exclusive possession, control, and use of the Lessee during the term of this lease, and the lessee hereby assumes full responsibility for the operation of said equipment during the entire period of this lease.

**2. LEASE TERM.** The Lease Term shall begin on [date] (Start Date) and terminate on [date] (End Date). Lessee agrees to return the Equipment to Lessor at Lessor’s place of business on or before 4:45 PM on he End Date of this Lease Term. Any returns occurring after this time shall be considered returned the following business day and subject to applicable late fees.

**3. LEASE PAYMENTS:** Lessee agrees to pay to Lessor as rent for the Equipment the total amount of \$ \_\_\_\_\_ (“Total Rent”), calculated based on the number of calendar days of the Lease Term at a rate of \$ \_\_\_\_\_ (“Daily Rate”). Payment shall be due in the following manner: At Start Date, \$ \_\_\_\_\_ due as “Down Payment” with the balance of the Total Rent due on End Date or delivery plus any additional charges for late delivery or damage to the equipment. Lessee agrees to pay a Late Fee of 150% of the Daily Rate for each additional calendar day the Equipment is not returned to Lessor past 4:45PM on the End Date.

**4. POSSESSION:** Lessee shall be entitled to possession of the Equipment on the Start Date of the Lease Term and shall be solely responsible for the hook up of the equipment to Lessee’s vehicle. At the End Date of the Lease Term, Lessee shall surrender the Equipment to Lessor by delivering the Equipment to Lessor’s place of business clean and in good condition and working order as the equipment was provided to Lessee, excepting only ordinary wear and tear. The Equipment is and shall remain the exclusive property of Lessor. Lessee shall not assign any rights hereunder.

**5. USE OF EQUIPMENT:** Lessee shall only use the Equipment in a careful and proper manner and will comply with all laws, rules, ordinances, statutes and orders regarding the use, hookup, maintenance, operation, and storage of the Equipment.

**6. WAIVER OF LIABILITY:** Lessor shall not be held liable for Lessee’s use of the Equipment and Lessee agrees to indemnify Lessor for any claims or expenses resulting from Lessee’s use of Equipment. In signing this Agreement, Lessee confirms that he/she has the requisite knowledge to use and operate this equipment safely and lawfully for its intended purpose and will exercise the necessary level of care in its use during the Term.

**7. CONDITION OF EQUIPMENT AND REPAIR:** Lessee or Lessee's agent has inspected the equipment and acknowledges that the Equipment is in good and acceptable condition. Lessee agrees and acknowledges that he/she is solely responsible for notifying Lessor of any damage existing at the time of taking possession of the Equipment so that said damage may be documented and not attributed to Lessee. Lessee agrees that the damage reported in Exhibit A shall be binding as a true and irrefutable assessment of the equipment's condition at time of rental.

**8. MAINTENANCE, DAMAGE AND LOSS:** Lessee will, at Lessee's sole expense, keep and maintain the Equipment clean and in good working order and repair during the Lease Term. In the event the Equipment is lost or damaged beyond repair, Lessee shall pay to Lessor the replacement cost of the Equipment; in addition, the obligations of this Agreement shall continue in full force and effect through the Lease Term. Lessee shall be responsible to maintain applicable motor vehicle insurance for the duration of the Lease Term. In the event the equipment is returned dirty, damages, or otherwise unfit for re-rental, Lessee agrees to be financially responsible for the actual costs or estimated costs of returning the equipment to the condition in which it was given to Lessee, to be determined and demanded at Lessor's discretion.

**9. ENTIRE AGREEMENT.** The parties warrant that they have entered into this Agreement voluntarily and of their own accord without reliance on any inducement, promise or representation by any other party, except those which are expressly set forth in this Agreement. This Agreement contains and constitutes the entire understanding and agreement between the parties respecting the subject matter hereof and may not be changed or altered in any way except by a writing signed by all parties hereto. The parties state that they have carefully read this Agreement, know its contents and freely and voluntarily agree to all of its terms and conditions.

**10. SEVERABILITY.** If any paragraph or clause hereof, shall be held invalid or unenforceable in any jurisdiction, then the meaning of such paragraph or clause shall be construed so as to render it enforceable to the extent permissible. If no permissible interpretation would save such paragraph or clause, it shall be severed from these terms and conditions and the remainder shall remain in full force and effect.

**11. DEFAULT.** In the event that any party hereto must bring an action based upon the breach by another of any of the terms or conditions of this Agreement, this Agreement shall be admissible as evidence of the parties' obligations. In the event Lessor must file suit against Lessee, Lessor shall be entitled to reasonable costs of court and attorney's fees as well as any other rights or remedies provided by law. Lessor shall be permitted to demand and seek interest on any sums owed and demanded by virtue of this Agreement at a rate of 6% beginning on the date first demanded. The Parties agree that Pennsylvania Law shall control this agreement and agree Franklin County, Pennsylvania shall be the proper jurisdiction to bring such claims.

**NOTICE:** By signing this, Lessee agrees to all terms and conditions as set forth above and further swears and affirms that all information provided is true and accurate to the best of Lessee's knowledge and belief. In the event of any changes to the information provided, Lessee agrees to immediately notify Lessor of said change. Lessee's signature shall confirm possession of Equipment was given in conformity with the terms set forth above.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

**LESSOR:**  
BRECHBILL TRAILER SALES, LLC

**LESSEE:**

\_\_\_\_\_(Signature)

\_\_\_\_\_(Signature)

\_\_\_\_\_(Print Name)

\_\_\_\_\_(Print Name)

\_\_\_\_\_(Title)

Checklist: (to be completed by Lessor)

- \_\_\_ Customer Information Complete
- \_\_\_ Drivers License copied
- \_\_\_ Proof of Insurance copied
- \_\_\_ Exhibit "A" Completed
- \_\_\_ Down Payment Paid
- \_\_\_ Inspection completed

**EXHIBIT "A"**  
**EQUIPMENT DESCRIPTION**

EQUIPMENT:

MAKE /YEAR:

MODEL/ SERIAL NO.:

LICENSE PLATE NO. STATE:

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**Start Date Damage Report Summary:**

Inspector: \_\_\_\_\_

Date: \_\_\_\_\_