

## **TRAILER LEASE AGREEMENT**

This Trailer Lease Agreement ("Agreement") is entered into on [Date]:\_\_\_\_\_\_, by and between:

## Lessor (Owner):

- Company Name: 500 Trucks LLC DBA Fleet Trailer Rentals
- Address: P.O. Box 185, Atwater, CA 95301
- Phone: 209-910-5554
- Email: Fleettrailerrentals@gmail.com

## Lessee (Renter):

EIN #:\_\_\_\_\_

#### **Guarantor Information:**

•Full Name	9:	
•Address:		
•Phone #:		
•Email:		

#### Guarantor Agreement Clause

The undersigned Guarantor agrees to unconditionally guarantee the performance of all obligations, payments, and terms under this lease agreement by the Lessee. In the event the Lessee defaults on any obligation, the Guarantor will be held fully responsible for fulfilling the obligations under this lease, including but not limited to payment of all fees, damages, and costs incurred.

The Guarantor acknowledges that their liability under this agreement is joint and several with the Lessee. This guarantee shall remain in full effect throughout the duration of the lease, and until all obligations are fully satisfied.

By signing below, the Guarantor agrees to the terms and conditions outlined in this Guarantor Agreement.

Guarantor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

#### Alternate Contact:

- Name:\_\_\_\_\_
- Phone #:\_\_\_\_\_

#### **Trailer Description**

- Trailer #:\_\_\_\_\_
- Make:\_\_\_\_\_
- Model:\_\_\_\_\_
- Year:\_\_\_\_\_

- VIN Number:\_\_\_\_\_\_
- Condition: See Trailer Release Inspection Form

#### Lease Term:

This Agreement shall begin on Start Date:\_\_\_\_\_\_ and will terminate on End Date:\_\_\_\_\_\_, with a minimum lease term of \_\_\_\_\_\_ months unless renewed or terminated earlier as per the provisions of this Agreement. Lessee agrees to return the trailer by the end of the lease term in accordance with the conditions set forth below.

## **Rental Payment Terms:**

• Rental Fee: \$\_\_\_\_\_ [Amount] per Month, due on the \_\_\_\_\_ [Day] of each Month

• Late Payment Fee: A late fee of \$300 will be charged if payment is not received on the due date. After a late payment, the rental fee will increase by \$100 for all future payments.

• Security Deposit: A refundable security deposit of \$1500 for reefer trailers or \$1000 for dry van trailers is required upon signing of this Agreement.

- Payment Method: Payment will be made via ACH direct debit authorization.
- First Month's Rent and Deposit: Due at signing of the Agreement.

#### **Insurance Requirements:**

• Lessee must list "500 Trucks LLC" as Additional Insured and Loss Payee on their insurance policy:

## 500 Trucks LLC P.O. Box 185 Atwater, CA 95301

- The trailer must be specifically listed on the insurance certificate with its VIN.
- Trailer Interchange Coverage of at least \$30,000 is required.
- A copy of the insurance certificate must be provided before the trailer is released.

## Use of the Trailer:

• Permitted Use: The trailer is to be used solely for transportation of goods.

• Geographical Restrictions: The trailer may only be used within the United States of America, 48 contiguous states.

• Prohibited Uses: The trailer may not be used for illegal activities, transporting narcotics, human trafficking, or in any way that violates local, state, or federal law.

#### Condition at Pickup:

• The Lessee will receive the trailer fully serviced, inspected, and DOT-legal, in road-ready condition, and in good working order.

#### Maintenance and Repairs:

• Lessee Responsibilities: Lessee is responsible for all preventive maintenance during the lease term and must maintain the unit in good working condition.

• Lessee must ensure the trailer is properly greased, hubs are topped off with oil, and no oil leaks occur, as this could cause catastrophic failure such as axle damage.

• Ensure reefer units are serviced according to schedule, including oil and filter changes every 3,000 hours at an approved shop. Failure to do so may result in engine failure, which will be the Lessee's responsibility.

Scheduled Maintenance:

Lessee is responsible for all scheduled maintenance during the lease, including ensuring that reefer units are brought to the Lessor's Stockton shop for scheduled maintenance before 3,000 hours of run time.

#### Monthly Maintenance-

• Grease the trailer and check hub oil levels.

• The lessee is responsible for reporting and repairing any leaking wheel seals that could lead to severe axle damage.

• The lessee acknowledges and agrees that failure to check and maintain proper hub oil levels as part of the daily pre-trip inspection on all axles can cause significant damage, including potential axle failure. This may result in repairs costing between \$5,000 and \$8,000, for which the lessee will be fully responsible. \_\_\_\_\_ [initial]

• Mandatory maintenance intervals: Lessee is responsible for ensuring the equipment is maintained in good working order & serviced throughout the lease term.

• Maintenance receipts must be submitted as proof of service.

#### Repairs-

Lessee is responsible for all repairs and maintenance after the trailer is picked up. Lessor must keep all maintenance records and /or email them in. Lessor does not cover any repairs. Lessee will be responsible for the following, among others:

• Tires, slack adjusters, brakes, drums, hubs, alignment, electrical issues, air leaks, doors, walls, floors, glad hands, cross beams, airbags, shocks, skirts, hub seals, air chute, Freon leaks, alternator, belts, etc.

#### Notification of Damages-

All maintenance and repair damages must be reported to the Lessor immediately. Any damage repairs must be approved by the Lessor, and pictures and proof of damages must be sent immediately to *Fleettrailerrentals@gmail.com* for records. Receipts for any damages and proof maintenance must also be emailed.

## Return of the Trailer:

• Return Location: The trailer must be returned to \_\_\_\_\_ [Return Location] on or before the end of the lease term.

• Condition: Lessee must return the trailer in DOT-legal condition, in the same location, and in the same condition as when it was picked up.

• Notice for Return: A minimum of two weeks' notice is required for trailer return, along with a scheduled date and time. An additional charge may apply if proper notice is not given. Rent must be current. The Lessor will not accept the trailer if payments are past due. Lease will continue until account is brought current

• Inspection: A trailer return inspection form must be completed and signed by both the Lessee and Lessor at the time of return.

## **Early Termination:**

• In the event of early termination, the Lessee will forfeit the security deposit. The early lease will be prorated to the daily rental rate of \$100 per day for reefers and \$75 per day for vans. deposit will not be counted towards the prorated rental rate.

#### Improper Return:

• If the trailer is not returned properly, the Lessee will be charged until the trailer is returned in acceptable condition, per the trailer check-in procedure.

• Wear and Tear Charges: that will be incurred if trailer brought back early • Additional charges for wear and tear may apply: \$250/month for tires wear and tear, \$100/month for breaks Wear & tear

• The Lessee will be held responsible for any damages incurred during the rental period.

## **Payment Processing and Authorization:**

• Lessee authorizes 500 Trucks LLC DBA Fleet Trailer Rentals to withdraw the agreed rent amount of \$[\_\_\_\_\_] for [\_\_\_\_\_] months. If payment fails, 500 Trucks LLC DBA Fleet Trailer Rentals is authorized to retry all payment methods until payment is processed.

• The Lessee must provide a four-week notice to terminate the lease agreement.

• Improper notice for return will result in forfeiture of the deposit and incur early termination

fees.

## **Condition of Trailer Upon Return:**

• The trailer must be returned in the same condition as it was when picked up. Any damages or excessive wear and tear will result in charges to the payment method on file.

## **Default and Termination:**

• If the Lessee fails to make payments or violates any term, the Lessor may terminate the Agreement and repossess the trailer. (Repo charges will apply; starting at \$2,500)

## **Dispute Resolution:**

Any disputes arising under this Agreement shall be resolved through [Arbitration/Mediation], governed by the laws of [CA].

## Hold Harmless Clause

The Lessee agrees to indemnify, defend, and hold harmless the Lessor, its employees, agents, and affiliates from any and all claims, liabilities, damages, losses, or expenses (including, but not limited to, legal fees) arising from or related to the use, operation, or possession of the trailer during the lease term. In the event of an accident or incident involving the trailer, the Lessee assumes full responsibility for all damages, injuries, or losses to any parties involved, including third parties. The Lessor shall not be held liable for any direct or indirect damages, injuries, or losses resulting from the use of the trailer. The Lessee acknowledges that they are solely responsible for ensuring that the trailer is used in a safe and lawful manner and that they maintain appropriate insurance coverage during the lease period. [initials]

#### Signatures:

#### Lessor (Owner):

Sign:	
Print:	
Date:	

#### Lessee (Renter):

Sign_	
Print_	
Date:	

#### Trailer Maintenance and Repairs Agreement; Terms & Conditions

Listed Below are the responsibilities and expectations for both the lessor and lessee before trailer pick-up, throughout the lease term, and prior to trailer return. Review and sign below.

#### Lessee Responsibilities:

- The lessee is responsible for all wear-and-tear components, preventive maintenance, and repairs during the lease term. This includes, but is not limited to, ensuring the trailer is properly maintained and serviced, greased, hubs are filled with oil, and regularly inspected for leaks. Failure to perform these tasks may result in severe damage, costly repairs, and potential equipment failure, all of which will be the lessee's responsibility.
- Lessee must return the trailer to the same location where it was initially picked up, unless otherwise directed.
- Lessee must return the trailer DOT compliant, in the <u>same condition</u>, as it was when picked up. This includes—but is not limited to—the Tires, Break Pads, Drums, Hub Seals, Shocks, Rims, Alignment, Cross Beams, Doors, Lights, Walls, Floors, Rubber Dock bumpers, Air Equalizer hoses, Air Bags, Skirts, Chute, Reefer door panels etc
- Lessee Must report current Reefer hours every month when rent is due.

#### Lessor responsibilities:

- The Lessor will provide a road-ready, DOT-compliant trailer. All trailer tires and brakes will have a minimum of 50% tread remaining. Alternatively, the Lessee may opt for brand-new tires and brakes for an additional deposit.
- The lessor will provide the trailer with drums and brakes in good condition, free of uneven wear or warped drums.
- Reefer Units: We provide mandatory oil change and preventive maintenance service at 3,000-hour interval at no additional cost.
- Reefer units: We cover the engine, compressor & main seal leaks.

#### <u> Tires & Brake pads</u>

The lessee will receive all eight trailer tires and brake pads in good working condition, with at least 50% of their usable life remaining. Tires and brake pads must be returned in the same condition as received at the start of the lease. For example, if the lessee receives the trailer with tires and brake pads at 50% wear, the trailer must be returned with the tires & brake pads at 50% wear or better. If the trailer is received with new tires and brake pads, they must be returned in a similarly new condition.

#### Brake Pads & Drums

The lessee will receive all eight brake pads in good working condition, with at least 50% life remaining and no uneven wear patterns. Trailer brake pads must be returned in the same condition as received, including wear pattern. If there is any uneven wear pattern, such as "oval shape" wear caused by excessive heat, the lessee will be required to replace both the drums and brake pads before returning the trailer.

#### <u>Drums</u>

The lessee will receive all four drums in good working condition, free of excessive heat damage, unwarped & round in shape, not "oval". The trailer must be returned with the drums in the same condition as received. Brake Pads with even wear pattern. If the drums become warped due to excessive heat, leading to uneven brake pad wear, the lessee will be responsible for replacing both the brake pads and drums prior to returning the trailer.

#### Shocks, bushings & alignment

The lessee will receive the trailer with all four shocks in proper working condition, free of leaks, and all bushings in good, undamaged condition. The alignment will also be set correctly. The trailer must be returned with shocks, bushings, and alignment in the same condition as received. If any of these components—shocks, bushings, or alignment—are found to be in disrepair, the lessee is responsible for completing necessary repairs prior to returning the trailer.

#### <u>Airbags, Hub Seals, Air Equalizer hoses</u>

The lessee will receive the trailer with all four airbags, Hub seals and air equalizer hoses in good working condition, free of any leaks. The trailer must be returned with all four airbags, Hub seals and air equalizer hoses in the same condition, with no leaks, as when it was picked up.

I,	[First & Last Name], fully understand and agree to these
terms and conditions.	
Date:	
Company:	
MC #:	
DOT #:	
Print Full Name:	
Signature:	

By signing this agreement, you, the lessee, acknowledge and fully understand that the trailer must be returned in the same condition as when it was picked up, including all components listed above.

\*\*\*Note: Before hooking up to the trailer, it is mandatory to take 50-150 clear photos and videos covering every square inch of the trailer. including the interior, exterior, walls, floors, underside, all cross beams, 8 tires, 4 brake pads, 4 drums, 4 airbags, 4 shocks, bumper, 2 doors, 2 side skirts, 4 hubs, reefer unit, reefer door panels, etc. Make sure to document any pre-existing damage. These check-in photos will be used for reference when the trailer is returned.

# **Trailer Inspection Form**

Inspectors Name:	Inspection Date:	
Authorized Receiving Drive	er	
Full Name:	Contact #:	
Company Name:		
MC#:	DOT #:	
Trailer Information		
Trailer Type:	Trailer #:	
Trailer VIN #:		
Trailer Year/Make/Model:		_
Reefer Unit Hours:	Fuel Level:	
Freon Level:	_	
Last service Date/ Hours:		

## Inspection Details

Items	Condition	Remarks
Trailer axle		
Lights		
Reflectors		
Belts and hoses		
Chute		
Alignment		
Abs light		
Glad hands		
Crossbeams		

Brakes	Condition	Remarks
DS Front		
DS Rear		
PS Front		
PS Rear		

Drums	Condition	Remarks
DS Front		
DS Rear		
PS Front		
PS Rear		

Hub Seals	Condition	Remarks
DS Front		

DS Rear	
PS Front	
PS Rear	

Rims	Condition	Remarks
DS Front		
DS Rear		
PS Front		
PS Rear		

Air Equalizer Hoses	Hose 1	Hose 2	Remarks
DS Front			
DS Rear			
PS Front			
PS Rear			

Tires	Thread/ 32	Brand	PSI	Remarks
DS/F/O				
DS/F/I				
DS/R/O				
DS/R/I				
PS/F/O				
PS/F/I				

PS/R/O		
PS/R/I		

\_\_\_\_\_

## Pre-Existing Damage

Please list any pre-existing damage below:

## <u>Lessor</u>

Print: \_\_\_\_\_

Sign: \_\_\_\_\_

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

## <u>Lessee</u>

Print:	 
Sign: _	
Date:	 