

Agreement and Terms of Use • Initials required

1. Dump Trailer Rental Agreement & Terms of Use

This Trailer Rental Agreement ("Agreement") is between Potomac Haul and Drop Junk Removal, LLC ("Company", "we", "us", or "our") and the individual or entity renting the trailer ("Renter", "you", or "your").

This agreement applies to all current and future rentals between the Renter and Potomac Drop and Haul Junk Removal, LLC. The terms and conditions of this agreement shall remain in effect for all subsequent rentals unless updated or revoked in writing by either party. By proceeding with any future rental, the renter agrees to abide by the terms of this agreement without the need for an additional signature.

- Only the person signing this agreement may tow the trailer unless otherwise approved in writing.
- You must have the trailer ready for pickup at the same drop-off location by the agreed date and time, unless we provide written approval otherwise. The trailer must be returned in the same condition it was delivered (normal wear accepted).
- Do not exceed the trailer's weight capacity or make modifications without our approval.

2. Towing Safety

- You confirm your vehicle can safely tow the trailer and load.
- You will use the correct ball hitch and verify your vehicle is in good condition.
- If renting a hitch from us, you accept it as-is and assume full responsibility.
- Before towing, you agree to inspect the trailer and tires, hitch correctly (coupler, chains, connector, jack, breakaway cable), and test all lights and signals.
- You are responsible for hitching the trailer yourself, and you will only connect the trailer to your vehicle if you determine everything to be in safe and satisfactory condition.
- You are responsible for checking and securing the load, along with covering the load with the tarp if needed.

3. Responsibility for Damage or Loss

- You are solely responsible for loading, towing, braking, and safe use of the trailer.
- You accept full responsibility for any accident, damage, theft, or injury — regardless of cause or fault.
- We do our best to ensure the trailer is in safe, working condition at the time of rental, but we make no guarantees regarding its performance or condition once it leaves our possession.
- You must report any accident or damage within 12 hours.
- You're responsible for repairs or full replacement value (if totaled), loss of use, diminished value, missing or damaged equipment, and any admin fees related to claims.
- Potential repairs or part replacements must be pre-approved by us.

4. Dump Trailer Use

- You may NOT load concrete, paint, liquids, hazardous waste, batteries, or anything banned by local dump sites.
 - You are responsible for loading only safe, permitted materials.
 - Do not load above the side rails or block the tailgate or dump bed from operating.
 - Loads must be evenly distributed and within posted weight limits.
 - Only use the hydraulic system if you know how to operate it safely.
 - You are liable for damage from improper use, overloading, or restricted materials
 - Misuse may result in added repair or service fees.
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5. Prohibited Uses

The following uses of the Trailer are prohibited:

- Exceeding weight/height limits or loading in a way that presents a tipping or road hazard.
- Tampering with or modifying the hydraulic lift system.
- Hauling passengers, hazardous materials, or illegal goods
- Operation under the influence of drugs or alcohol
- Travel outside the U.S.
- Reckless or intentional misuse
- Any unlawful or deceptive purpose

Violation of these terms may result in immediate contract termination. We may repossess the trailer at your expense if misused or abandoned.

6. Insurance

- You must carry valid auto insurance that covers liability and damage while towing. Your policy must provide sufficient protection for injury or damage caused to people, property, or the trailer.
- You confirm you've checked with your agent to confirm coverage.
- If your policy does not cover this use, you must purchase supplemental insurance or decline the

rental. _____

7. Charges & Fees & Cancellation Policy

- You agree to pay all rental charges, taxes, and fees when due.
 - You are responsible for traffic, toll, and parking violations.
 - You authorize us to charge your card for damage, late returns, or violations of this agreement.
 - If overloaded, you will be charged an overloading fee in addition to the damage/repair costs •
- Late fee: \$30/hour after pickup time.
- Cleaning fee: Up to \$250 if returned excessively dirty.
 - Returned/failed payment fee: \$100, or maximum permitted by law.
 - You agree to pay for any court costs, towing and storage charges, and other expenses involving the Trailer assessed against us, including pre- and post-judgment attorney fees we incur collecting payment from you or otherwise enforcing our rights under this Agreement. We may charge a reasonable administration fee for any such charges.

Cancellation & Refunds:

- 24 hours before delivery for full refund
- Less than 24 hours \$50 cancellation fee
- Early pickups: No credits for unused hours or days
- Once the trailer has been delivered to your location, all payments become non-refundable. No refunds will be issued after delivery, even if the trailer is unused.

8. Legal Waiver, Indemnification & Governing Law

- We are not responsible for injury, accidents, damage, lost income, or third-party claims.
- You agree to indemnify and hold us harmless from any claims arising from trailer use.
- Accepting payment or not enforcing part of this Agreement does not waive any rights.
- You waive claims for any special, indirect, or punitive damages.
- Maryland law governs this Agreement and any legal dispute must be resolved in a Maryland court.
- No terms can be changed unless in writing, signed by both parties.

- If any part of this Agreement is found unenforceable, the rest still applies.
 - This is the full agreement — no prior conversations or promises apply.
- By initialing below, you acknowledge that you have read and agree to all terms in Sections 1–8 of this Agreement.

Credit Card Authorization

I authorize Potomac Drop and Haul Junk Removal, LLC to keep my credit card on file for any future transactions related to my rental until I request cancellation in writing.

I also authorize Potomac Drop and Haul Junk Removal, LLC to charge my credit card for:

- Damage, repairs, or replacement costs
- Additional rental days
- Cleaning fees for excessive dirt
- Missing equipment (straps, locks, ramps, tarps, etc.)
- Any fees described in this Agreement

I understand these charges may occur after pickup and inspection of the trailer.

By signing this contract, You acknowledge that You have read, understood, and agreed to these terms. Your digital signature is legally binding.