



HOLD HARMLESS & INDEMNIFICATION AGREEMENT

This Hold Harmless & Indemnification Agreement ("Agreement") is entered into by and between **Werth the Haul Trailer Rentals** ("Company"), and the undersigned renter/customer ("Renter").

1. PURPOSE

Renter desires to rent and/or use a trailer and/or related equipment provided by Werth the Haul Trailer Rentals. This Agreement is intended to allocate risk and responsibility associated with the use, operation, loading, towing, and return of the rented equipment.

2. ASSUMPTION OF RISK

Renter acknowledges that the use of trailers and towing equipment involves inherent risks, including but not limited to property damage, personal injury, or death. Renter voluntarily assumes **all risks**, known and unknown, associated with the rental, possession, use, loading, unloading, towing, and return of the trailer and any accessories.

3. HOLD HARMLESS & INDEMNIFICATION

Renter agrees to **defend, indemnify, and hold harmless** Werth the Haul Trailer Rentals, its owners, members, officers, employees, agents, and affiliates from and against any and all claims, demands, damages, losses, liabilities, costs, and expenses (including reasonable attorney's fees) arising out of or related to:

- The rental, possession, or use of the trailer or equipment
- Improper loading, towing, securing, or operation
- Mechanical failure not caused by Company's gross negligence
- Violations of traffic laws or regulations
- Injury, death, or property damage to Renter or third parties
- Failure to comply with Michigan law or DOT regulations
- Renter's breach of this agreement

This obligation applies regardless of whether such claims arise in whole or in part from the negligence of Werth the Haul Trailer Rentals, **except where prohibited by law.**

4. CONDITION & USE OF EQUIPMENT

Renter acknowledges that the trailer and equipment were received in good, safe, and operable condition. Renter agrees to return the trailer in the same condition as received, ordinary wear and tear excepted. Any damage, misuse, excessive dirt, abnormal wear, or missing components may result in additional charges. Renter agrees:

- To use the trailer only for its intended purpose
- Not to exceed manufacturer weight limits
- To properly secure loads and use appropriate safety chains, straps, and hitch equipment
- Not to allow unauthorized drivers or operators

5. MAINTENANCE & MALFUNCTIONS

Renter agrees to immediately stop using the trailer and notify Werth the Haul, LLC if any mechanical issue, damage, or unsafe condition occurs. Continued use after discovering a defect is strictly prohibited.

5. INSURANCE

Renter acknowledges that Werth the Haul Trailer Rentals does not provide insurance coverage for the Renter, cargo, towing vehicle, or third parties. Renter represents that they carry adequate auto liability insurance covering towing and use of rented trailers.

6. DAMAGE & LOSS

Renter is financially responsible for any loss, theft, or damage to the trailer or equipment during the rental period, including downtime, repair costs, and replacement costs if deemed a total loss.

7. NO WARRANTIES

The trailer and equipment are provided “**AS IS**” without warranties of any kind, express or implied, including fitness for a particular purpose.

8. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the **State of Michigan**.

9. SEVERABILITY

If any provision of this Agreement is found unenforceable, the remaining provisions shall remain in full force and effect.

10. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions or agreements related to liability and risk allocation.

RENTER INFORMATION

Renter Name: _____

Driver's License #: _____

Phone: _____

Email: _____

ACKNOWLEDGEMENT & SIGNATURE

By signing below, Renter acknowledges that they have read, understand, and voluntarily agree to this Hold Harmless & Indemnification Agreement.

Renter Signature: _____

Date: _____

Werth the Haul Trailer Rentals

Authorized Representative: _____

Date: _____

