



Making You the Towing Leader

316 W Milwaukee Street, PO Box 511, New Hampton, IA 50659
Phone: 641-394-3166 / 800-222-6047 Fax: 641-394-4044

Wrecker Rental Agreement

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

Rental Contract : \_\_\_\_\_

Rental Unit (Vehicle) Information

Stock # \_\_\_\_\_ Year \_\_\_\_\_
Plate# \_\_\_\_\_ Model \_\_\_\_\_
Make \_\_\_\_\_
Registration(State): \_\_\_\_\_
VIN: \_\_\_\_\_
Wrecker/Carrier Model \_\_\_\_\_
Serial Number(Body): \_\_\_\_\_

\*Notice (Customer is responsible for changing registration if necessary for legal operation in his area and all related costs of doing so.)

Rental Period Shall Begin \_\_\_\_/\_\_\_\_/\_\_\_\_
Expected Return \_\_\_\_\_
Rental Unit (Vehicle) Value(\$) \_\_\_\_\_
Beginning Miles \_\_\_\_\_
Fuel Level Out F 3/4 1/2 1/4 E

You will be charged for less than full tank at return at local fuel rates. Full unit specifications and inventory of equipment are to be found on attached document identified by stock number above. Extension of term must be approved by Zip's Truck Equipment, Inc. to accommodate scheduling rental for other customer use.

Customer Information

Customer Name: \_\_\_\_\_ Phone # \_\_\_\_\_
Company Name: \_\_\_\_\_
Street Address \_\_\_\_\_ PO Box \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
Federal ID# \_\_\_\_\_ Corporation Proprietorship Other
Driver #1 License \_\_\_\_\_ Driver #2 License \_\_\_\_\_

I hereby certify that this rental transaction is a business transaction, that the rental unit will be used for business purposes only and that I am duly authorized to sign in behalf of the above company as it's agent.

Authorized Agent Signature X \_\_\_\_\_

Rates and Charges Computations

Less than 14 Days Daily Charge @\$ \_\_\_\_\_ per day
More than 14 Days Daily Charge @\$250.00 per day
Extreme Use Surcharge(i.e. snow emergency, street cleaning, extreme cold, etc.) - @\$ \_\_\_\_\_ per day
(in addition to normal charges) Applies Does not apply
Mileage Charge @\$0.25 per mile under 200 miles/day
Mileage Charge @\$0.30 per mile over 200 miles/day
Miles of charge begin at units place of origin.
Delivery Charge @ \$ \_\_\_\_\_ per mile
Pickup Charge @ \$ \_\_\_\_\_ per mile
Fuel Charge @ \$ \_\_\_\_\_ per gallon
Charges begin at designated time for reserved availability.

Payment & Method of Payment

Payment must be authorized for final payment by credit card. Charges will be made each 14 days throughout rental term in advance.

Credit Card Holder Name \_\_\_\_\_
Credit Card Issuer Mastercard VISA American Express
Credit Card # \_\_\_\_\_
Date of Expiration \_\_\_\_\_

I hereby agree to payment terms and authorize all charges to be placed on the above credit card.

Authorized Signature X \_\_\_\_\_
Other Method of Payment \_\_\_\_\_

Third Party Responsible for Payment

Name \_\_\_\_\_ Address \_\_\_\_\_
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_ P.O. or Claim # \_\_\_\_\_
Method of Payment \_\_\_\_\_
Notes \_\_\_\_\_

Driver Requirements and Qualification of Operators

Customer agrees to allow only authorized capable and trained employees to operate rental unit. Customer further agrees that all operators be properly licensed (Holding Chauffeurs or CDL (Commercial Driver's License) as required by the state in which the unit is operated. Customer also agrees that only persons under Customer's employ be allowed to operate the rental unit and that all operators be properly trained in the safe use of the equipment and be covered by the liability insurance coverage's required by this rental agreement. Customer agrees to hold Zip's Truck Equipment, Inc. harmless from any claims resulting from use of the Rental Unit or any other part of this agreement.

Authorized Signature X \_\_\_\_\_ Date \_\_\_\_\_

Condition Report

Check Out

Unit is assumed to have no dents, damage, or mechanical problems unless noted below.
Photo of unit if damaged is attached.
Description \_\_\_\_\_

Check In

Ending Miles \_\_\_\_\_ Fuel Level: F 3/4 1/2 1/4 E
Gals. needed at check-in \_\_\_\_\_ Price @\$ \_\_\_\_\_ per/gal.
Delivery Miles \_\_\_\_\_ Pickup Miles \_\_\_\_\_
Damages Incurred \_\_\_\_\_

I have examined this rental unit and acknowledge the check out conditions report to accurately reflect the status of the rental unit at pickup. I further agree to pay for any damages or breakage other than that that is attributable to reasonable wear & tear which occurs during the rental period.

Date \_\_\_\_\_ Authorized Signature X \_\_\_\_\_

## Insurance Requirements

**Lessee hereby certifies that rental unit is insured with liability, comprehensive and on-hook coverage's at a minimum to the amounts below.**

<b>Combined Single Limit</b>	<b>\$750,000.00</b>	<b>Minimum Public Liability</b>	<b>\$750,000.00</b>
<b>Maximum Deductible Comprehensive</b>	<b>\$1,000.00</b>	<b>Any One Accident</b>	<b>\$750,000.00</b>
<b>Maximum Deductible Collision</b>	<b>\$1,000.00</b>	<b>On-Hook Liability</b>	<b>\$50,000.00</b>

**Insurance Carrier** \_\_\_\_\_ **Agency** \_\_\_\_\_  
**Contact** \_\_\_\_\_ **Street** \_\_\_\_\_ **City** \_\_\_\_\_ **State** \_\_\_\_\_  
 \_\_\_\_\_ **Zip** \_\_\_\_\_ **Phone** \_\_\_\_\_ **Fax** \_\_\_\_\_ **Policy Number** \_\_\_\_\_  
 \_\_\_\_\_ **Ending Coverage Date** \_\_\_\_\_

**IMPORTANT:** Before Unit may be picked up, Proof of Insurance MUST be on file at Zip's Truck Equipment Inc. Zip's Truck Equipment, Inc. must be named as **"Loss Payee and Additional Insured"** and the coverage must be paid in full through the end of the term of the rental agreement.

I hereby certify the insurance requirements noted above are met and agree to the terms above. I agree to hold Zip's Truck Equipment Inc. harmless for any and all claims occurring during the term of the rental.

**Authorized Signature X** \_\_\_\_\_ **Date** \_\_\_\_\_

**This Rental Agreement executed in duplicate, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Zip's Truck Equipment, Inc., hereinafter referred to as LESSOR and \_\_\_\_\_ and all additional drivers, hereinafter referred to as CUSTOMER.**

**WITNESSTH THAT:**

The LESSOR, in consideration of the rents reserved and of the agreements and conditions herein contained, on the part of CUSTOMER to be kept and performed, rents and leases unto the CUSTOMER and CUSTOMER hereby rents and leases from LESSOR, according to the terms and provisions herein contained the above-described Rental Unit (Vehicle).

1. Rental Unit (Vehicle) and other equipment and accessories as described on the inventory sheet belong to the Lessor and are in good condition unless the Customer notifies Lessor to the contrary within 6 hours after the rental begins. Customer will return rental unit which includes all tires, equipment, accessories, and rental unit (vehicle) documents during regular office hours in the same condition as when received except for ordinary wear and tear to Zip's Truck Equipment, Inc. At 316 West Milwaukee Street, New Hampton, Iowa no later than the due date back specified or sooner as described below. Customer may make arrangements to have the Rental Unit(Vehicle) picked up by Zip's employees for an additional pick-up fee as specified on the first page of the contract. CUSTOMER IS ABSOLUTELY LIABLE FOR ANY DAMAGE TO AND LOSS OF USE OF THE VEHICLE. In the event the Rental Unit(Vehicle) is not returned to Zip's Truck Equipment, Inc., Renter shall pay the pickup charge computed on a mileage basis as noted above and any additional recovery charges incurred. Lessor may repossess the Vehicle (WITHOUT TELLING CUSTOMER AND AT CUSTOMERS' COST) if it is illegally parked, used in violation of towing and recovery regulations of renter's state, used in violation of this agreement, appears to be abandoned, or is not returned on the due back date. Lessor can terminate rental at will and is only obligated to prorated rental charges.

Customer specifically agrees that risk of loss during the rental is customers' obligation. Customer is liable for loss of Rental Unit(Vehicle) due to theft (regardless of negligence).

2. Vehicle shall not be used or operated by any person.

a. Other than Customer or those in his employ who is not a qualified, trained and licensed operator holding Chauffeurs or CDL ( Commercial Drivers License)as required by the state in which the unit is operated, at least 21 years of age; or

b. who has given Lessor any material false or misleading information;

c. Whose driving ability is impaired to any degree by intoxicating liquor or any other substance; or

d. In any race, speed test, contest or any illegal purpose, or in any wanton or reckless or grossly negligent manner; or

e. Who leaves keys in or does not properly lock up or secure the Vehicle and Equipment; or

f. Who is not sufficiently alert or capable of properly or safely driving the Rental Unit(Vehicle); or

g. To carry hazardous or explosive substances; or

h. If the speedometer or odometer of the Vehicle has been tampered with, disconnected or is inoperative; or

i. who has failed to pay rental charges; or

j. Outside the state in which the Vehicle is rented and licensed; or

k. Who fails to provide and maintain Liability, Comprehensive, and Collision insurance policies on the Rental Unit(Vehicle), equipment or;

l. Who is not qualified to drive and properly operate the rental unit safely, or

m. Who does not inspect the Rental Unit(Vehicle) and equipment for safety problems after each tow, or who should know and allow further use of the rental unit and it's equipment which may cause it damage (i.e. warning indication lights on, steam coming from engine, wheel lift not retracting, inappropriate noises etc.);or

n. Who has more people in the Vehicle than seat belts.

3. Customer will pay Lessor on demand all charges incurred in connection with the rental described herein. Customer gives Lessor permission to submit an unsigned credit card voucher, stating that Customer's signature is on file, or to amend, alter, complete or execute on behalf of Customer a name for payment of any charges. All charges are subject to final audit, and if an error is found, Customer or Lessor shall promptly pay or credit the other, as appropriate, to correct any error.

4. Customer must pay any traffic or parking tickets issued during the rental plus all costs incurred by Lessor if Customer does not pay for tickets when they are due.

5. The number of miles which are driven during the rental shall be the number shown on the Vehicle mileage recorder. If the recorder is disconnected or tampered with while the Rental Unit is rented to Customer, the Customer shall be charged as if he or she had driven 600 miles per day.

6. If Customer has indicated to Lessor, and Lessor agrees that someone else or that some company will pay for this rental and they do not pay (such as Customer's Insurance Company), the Customer must pay all charges upon demand by Lessor.

7. Customer assumes full responsibility for any expenses resulting from repairs to the Rental Unit made without Lessor's permission.

8. Customer agrees that in the event of loss of or damage to the rental unit or it's equipment, whether or not due to what Customer does or does not do, Customer shall be responsible for and shall pay Lessor (on demand) the amount of loss or damage, including but not limited to loss of use of the Vehicle, except as shall be otherwise expressly provided herein or by law. Customer represents and warrants that the rental unit is currently insured with at least minimum coverages and standard provisions as required by state law for Automobile Bodily Injury and Property Damage, Motorists coverage where required, Liability Coverage and Collision and Comprehensive as provided above for temporary substitute Vehicle or drive other vehicle extension. Customer agrees and understands obtaining his or her own insurance for the Rental Unit(Vehicle) and Equipment is part of the consideration relied upon by Lessor for renting to the Customer. Customer also understands and agrees that Lessor is relying on Customer's insurance warranties and representations, and thus is not providing Rental Unit(Vehicle) Bodily Injury, Property Damage Liability (including Personal Injury Protection), no fault and Uninsured Motorist coverages (where required), Liability Coverage, and Collision and Comprehensive insurance on the Rental Unit(Vehicle) to the Customer or any other person.

9. In the event of rental unit's mechanical breakdown, Customer is to notify Lessor immediately to determine if the repair can be made locally, or if the vehicle needs to be returned to Zip's Truck Equipment Inc. for repair. Only repairs authorized by Zip's Truck Equipment Inc. are to be made at Lessor's expense. Unauthorized repairs will be made at Customer's expense. The Lessor has a maximum of 48 hours to repair the vehicle and equipment locally or at the office. If vehicle cannot be repaired within 48 hours, the rental agreement terminates. However, Customer and Lessor may choose to engage in another Rental Agreement.

10. CUSTOMER SHALL BE LIABLE FOR REASONABLE LOSS OF USE OF AND DAMAGE TO VEHICLE AND EQUIPMENT, REGARDLESS OF ANYTHING ELSE STATED IN THIS AGREEMENT WHICH IS CAUSED BY CUSTOMER'S VIOLATION(S) OF ANY TERMS AND PROVISIONS OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE USE RESTRICTIONS STATED IN NO.2. ALL OF LESSOR'S OBLIGATIONS DESCRIBED IN THIS AGREEMENT ARE VOID IF VEHICLE AND/OR EQUIPMENT IS USED OR OPERATED IN VIOLATION OF THIS RENTAL AGREEMENT. HOWEVER, CUSTOMER'S OBLIGATIONS AND LESSOR'S RIGHTS REMAIN VALID AND ENFORCEABLE.

a. Lessor's insurance, if any, shall not apply to any obligation imposed under worker's compensation, unemployment compensation, disability benefits or other similar laws or to any thing Customer must do because of any other contract.

b. Customer shall defend and indemnify Lessor from all loss, liability and expense, in excess of the insurance amounts stated in this agreement, arising out of Customer's use of Rental Unit.

c. Customer must immediately report any accident to Lessor at the rental location and to the police and other law enforcement agencies when required to do so by any governmental law or regulation. Customer must immediately deliver to Lessor at the rental location every document relating to any accident or to any claim or legal action arising out of any accident. Customer must cooperate with Lessor and its insurer in the investigation and defense of any accident, claim or legal action.

11. If Customer violates any part of this Agreement, including but not limited to failing to return Rental Unit on the due back date, or within 24 hours following a written or oral demand to Customer by Lessor, (which demand if in writing, shall be considered delivered 48 hours after the mailing of a certified letter addressed to the residence or business address of Customer has shown above); Customer shall indemnify Lessor for all losses or charges incurred for such violation, and Lessor may cause the issuance of a warrant for the arrest of Customer or any person who has the Rental Unit(Vehicle) or Equipment.

12. Lessor shall have a lien on Customer's property transported in the Rental Unit for all charges and expenses incurred by Lessor under the terms of this Agreement, including those caused by damage to or destruction of the Rental Unit. Customer will furnish Lessor upon demand with a certified statement describing the property and setting forth it's actual value. In the event of Customer's failure to pay all rental and other charges hereunder when due, Lessor shall have the right to sell, as agent for Customer, at public or private sale, with or without notice to Customer, any property of Renter transported in the Rental Unit toward satisfaction of all such charges plus any costs of collection thereof.

13. Customer will not hold Lessor responsible for and will pay all cost incurred by Lessor and will defend and indemnify Lessor from all claims, lawsuits, or demand of any kind concerning:

a. The issuance of a warrant for the arrest of Customer or any person using or operating Rental Unit;

or

b. Any other action by Lessor, including self-help, which lessor feels is necessary to get back its Rental Unit (Vehicle), to collect monies due Lessor, or to otherwise enforce the terms of this Agreement including, but not limited to, repossession costs, collection costs, court costs, and reasonable attorney's fees.

14. Customer agrees that Lessor is not responsible for any indirect special or consequential damages in connection with or arising out of the use, operation, maintenance or performance of Rental Unit, including, but not limited to, any claim related to a Rental Unit(Vehicle) reservation, or for any of Customer's property left, stored or transported in the Rental Unit or anywhere on Lessor's rental facilities or Lessor's Vehicles even if Renter's property is stolen or damaged because of what Lessor did or did not do.

15. Customer shall not be considered the agent or employee of Lessor for any purpose whatsoever.

16. If any part of this Agreement is found not valid, void, or unenforceable, the rest of the Agreement shall still be valid and enforceable.

17. Customer agrees to everything stated on all pages of this agreement, which is the entire Agreement between Customer and Lessor. Customer agrees that this Agreement can only be changed in writing and if signed or initiated by the Lessor.

**I, the Customer, hereby agree to all terms and conditions specified on all pages and attachments of this rental agreement.**

**Signature of Customer X** \_\_\_\_\_