



## Orlandi Trailer Rental Reservation Guide

Email [orlanditrailer@aol.com](mailto:orlanditrailer@aol.com)

The following documents must be completed and emailed to Orlandi Trailer promptly in order to reserve your rental for your desired dates. Please read all documents and ensure you agree to all terms. Once we receive all the needed paperwork, along with a non-refundable deposit, we will generate an invoice and send you a confirmation number. Only once we have received the deposit and you have received a confirmation number is your rental confirmed!

Documents to be Attached to Your Rental Request Email:

- ☐ Rental Information and Requirements
- ☐ 18' Kwik Load Trailer Rental Agreement
- ☐ Rental Contract Terms and Conditions
- ☐ Tire Agreement
- ☐ Current Driver's License
- ☐ Towing Vehicle's Current Registration
- ☐ Towing Vehicle's Current Insurance Card
- ☐ Current Credit Card\*

Please scan these documents and attach them to the email in PDF form only. Pictures of Driver License, Vehicle Registration, Insurance Card, and Credit Card are accepted.



## RENTAL INFORMATION & REQUIREMENTS

| Check | Rental Trailer       |
|-------|----------------------|
|       | Continental Cargo 20 |
|       | Continental Cargo 24 |
| XXX   | 18 KWIK Load         |
|       | Motorcycle Trailer   |

Initial below indicating that you agree to each of following rental terms and attach a PDF copy to your rental request email.

- \_\_\_\_\_ A deposit equal to half the price of the total rental is required for all trailer rentals. The deposit is non-refundable even if the rental is cancelled or the dates are changed.
- \_\_\_\_\_ No refunds will be given for early returns.
- \_\_\_\_\_ All tolls and fees incurred are automatically processed on the credit card used for the rental.
- \_\_\_\_\_ The rental reservation is not confirmed until the renter receives a confirmation email with a confirmation number.
- \_\_\_\_\_ A **working break controller** on the towing vehicle is required if renting a tandem axle trailer.
- \_\_\_\_\_ Orlandi Trailer has a two-day minimum for rentals. If you wish to rent for only one-day, you will still be charged the minimum rate.
- \_\_\_\_\_ Rentals must be returned on the date and time designated. Rentals not returned at the designated time will incur a \$500.00 service charge and be charged the daily fee for each additional day. These charges will be automatically processed to the credit card on file. Trailers must be returned during business hours no later than 4:30.
- \_\_\_\_\_ The renter must be 25 years of age or older and have a valid driver's license and auto insurance. All paperwork and documents must be completed in the name of the renter. The renter must be present upon pick up- no exceptions. Only the renter may drive and operate the towing vehicle.
- \_\_\_\_\_ Orlandi Trailer is not liable when a trailer is not returned in a timely manner by the previous customer thus making it unavailable for you reservation. However, if this occurs Orlandi Trailer will refund your deposit and work with you to find a solution.

I UNDERSTAND AND AGREE TO ORLANDI TRAILER'S RENTAL TERMS AS INDICATED.

NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

DATES AND TIME REQUESTED: PICKUP: \_\_\_\_\_ DROP OFF: \_\_\_\_\_

## Trailer Rental Agreement

Orlandi Trailer  
3120 Moorpark Ave  
San Jose, CA 95117  
Phone 408-296-5748

### Trailer Information

Trailer Description: **18' Kwik Load**  
Make: **Kwik Load**  
Model: **Flatbed**  
VIN #: **84137**  
Plate #: **4PX5452**

**The rental rate is: \$115.00 per day, \$645.00 per week, \$1430 per month**

Debit card or credit card used for payment will remain on file for the duration of the rental to cover additional daily rental charges or damage if necessary.

### Dates of Rental

Check Out Date: \_\_\_\_\_ Return Date: \_\_\_\_\_

Actual Return Date: \_\_\_\_\_ Additional Days Charged: \_\_\_\_\_

**Weekend Rentals:** If you do not want to be charged for the day you pick up and the day you return, then you must pick up after 4pm and drop off before 9am.

### Renter Information

Renters Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

Drivers License # \_\_\_\_\_ State \_\_\_\_\_ Towing Vehicle Plate # \_\_\_\_\_

Insurance Carrier \_\_\_\_\_ Policy # \_\_\_\_\_

Credit Card # \_\_\_\_\_ Exp \_\_\_\_\_ Code # \_\_\_\_\_

**Signature of Renter** \_\_\_\_\_ **Date** \_\_\_\_\_

By signing, the renter states that all information on this rental agreement is true and accurate. Further, that he/she has reviewed the Trailer Towing Instructions provided by Orlandi Trailer with this application and agrees to all of the terms and conditions.

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### Orlandi Trailer Office Use Only

Copy of Credit Card \_\_\_\_\_ Rental Invoice Complete \_\_\_\_\_

Copy of Driver's License \_\_\_\_\_ Contract Signed & Initialed \_\_\_\_\_

Copy of Vehicle Registration \_\_\_\_\_ Liability Form & Guide Signed \_\_\_\_\_

Copy of Insurance Card \_\_\_\_\_ Functioning Brake Control \_\_\_\_\_

Rental Accessories \_\_\_\_\_

## ORLANDI TRAILER RENTAL AGREEMENT TERMS AND CONDITIONS

1. **Definitions.** "Agreement" means all terms and conditions found on this form page and any other documents you sign or that we give you at the time of rental. "You" or "your" means the person identified as the renter or additional renter on this form, all Authorized Drivers, and any person or organization to whom charges are billed by us at its or the renters' direction. All persons referred to as "you" or "your" are jointly and severally bound by this Agreement. "We", "our" or "us" means the business renting the Trailer to you. "Authorized Driver" means you and any additional driver listed by us on this Agreement. "Trailer" means the non-motorized trailer identified in this Agreement and any trailer we substitute for it. "Loss of Use" means the loss of our right to use the Trailer for any reason because of damage to it or loss of it during this rental. Loss of Use is calculated by multiplying the number of days from the date of loss or damage to the Trailer until it is replaced or repaired times the daily rental rate. "Diminished Value" means the difference between the actual cash value of the Trailer just prior to damage or loss less the value of the Trailer after its repair. If we elect not to repair the Trailer "Diminished Value" means the difference between the actual cash value of the Trailer just prior to damage or loss less the salvage or sale value of the Trailer.

**Initial Here**\_\_\_\_\_

2. **Rental, Indemnity and Warranties.** This is a contract for rental of the Trailer. We may repossess the Trailer at your expense without notice to you, if the Trailer is abandoned or used in violation of law or this Agreement. You agree to indemnify us, defend us and hold us harmless from all claims, liability, costs and attorney fees we incur resulting from, or arising out of, this rental and your use of the Trailer. We make no warranties, express, implied or apparent, regarding the Trailer, no warranty of merchantability and no warranty that the Trailer is fit for a particular purpose.

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3. **Condition and Return of Trailer.** You must return the Trailer to the place and on the date and time specified in this Agreement, and in the same condition that you received it, except for ordinary wear. If the Trailer is returned after closing hours, you remain responsible for the safety of, and any damage to, the Trailer until we inspect it upon our next opening for business. Service to the Trailer or replacement of parts or accessories during the rental must have our prior approval.

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4. **Responsibility for Damage or Loss; Reporting to Police.** You are responsible all damage to, or loss or theft of, the Trailer, including damage caused by weather, road conditions and acts of nature, whether or not you are at fault. The Trailer is equipped with a spare tire. If you require use of that tire during the rental, you will be responsible for the cost to replace it. You are also responsible for the cost of any repair or the actual retail cash value of the Trailer if it is not repairable or if we elect not to repair it. You are also responsible for Loss of Use, Diminished Value, missing equipment, and a reasonable charge to cover our administrative expenses connected with any damage claim. You must report all accidents involving the Trailer to us and the police within 24 hours of occurrence.

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5. **Prohibited Uses.** The following uses of Trailer are prohibited: (a) transporting dangerous or hazardous items or illegal materiel; (b) transporting living persons; (c) towing the Trailer by anyone under the influence of drugs or alcohol; (d) allowing the Trailer to be towed by anyone who is not a renter or an Authorized Driver; (e) any use of the Trailer by anyone who obtained the Trailer or extended the rental period by giving us false, fraudulent or misleading information; (f) use of the Trailer in furtherance of any illegal purpose or under any circumstance that would constitute a violation of law other than a minor traffic citation; (g) use of the Trailer outside the United States or Canada; (h) use of the Trailer when loaded beyond its capacity, as determined by the manufacturer of the Trailer; (i) towing the Trailer through or under any structure without sufficient overhead or side clearance; (j) use of the Trailer when it is reasonable to expect you to know that further operation would damage the Trailer; (k) using the Trailer in a manner that causes damage to it due to inadequately secured cargo; (l) damaging the Trailer by your intentional, wanton, willful or reckless conduct; and, (m) damaging the Trailer by placing signs, lettering or painting on the Trailer.

**Initial Here**\_\_\_\_\_

6. **Insurance.** We provide primary collision and comprehensive insurance on the Trailer with a per-occurrence deductible. Our insurance has a per-occurrence deductible, the amount of which is shown as Dealers' Deductible on the reverse. You are responsible for damage to the Trailer up to the deductible amount. The coverage does not extend to the contents of the Trailer. You must provide liability insurance coverage on the Trailer through the motor vehicle insurance policy covering the towing vehicle.

**Initial Here**\_\_\_\_\_

7. **Charges.** You agree to pay us on demand for all charges due us under this Agreement, including, but not limited to: (a) time, and mileage (if applicable), for the period you keep the Trailer; (b) applicable taxes; (c) all traffic, toll or parking violations, fines, penalties, citations, forfeitures, court costs, towing and storage charges and other expenses involving the Trailer assessed against us or the Trailer; if you fail to pay a traffic or toll charge to the charging authority, you will pay us all fees owed to the charging authority plus our administrative fee of \$100 for each such charge; (d) all costs we incur recovering the Trailer if you fail to return it as agreed above, including but not limited to \$2.25/mile from San Jose, CA; (e) all costs, including pre- and post-judgment attorney fees, we incur collecting payment from you or otherwise enforcing our rights under this Agreement; (f) a 5% late payment fee on all amounts paid past the due date; (g) \$100 or the maximum amount permitted by law, whichever is greater, if you pay us with a check returned unpaid for any reason; and (h) a reasonable fee not to exceed \$500 to clean the Trailer, if returned substantially less clean than when rented. We will not refund any of the time charges if you return the Trailer earlier than the date or time due in.

**Initial Here**\_\_\_\_\_

8. **Deposit.** A 50% non-refundable rental deposit is required at the time of reservation. A damage deposit, consisting of either a valid credit card on file or \$500 cash, is also required at the time of the rental. We may use your deposit to pay any monies owed to us under this Agreement, including our estimate of damages to the Trailer.

**Initial Here**\_\_\_\_\_

9. **Modifications.** No term of this Agreement can be waived or modified except by a writing that we have signed. This Agreement constitutes the entire agreement between you and us. All prior representations and agreements between you and us regarding this rental are merged into this Agreement.

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10. **Waiver.** A waiver by us of any breach of this Agreement is not a waiver of any additional breach or waiver of the performance of your obligations under this Agreement. Our acceptance of payment from you or our failure, refusal or neglect to exercise any of our rights under this Agreement does not constitute a waiver of any other provision of this Agreement. You release us from any liability for consequential, special or punitive damages in connection with this rental or the reservation of a trailer. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable.

**Initial Here**\_\_\_\_\_



3120 MOORPARK AVE.  
SAN JOSE, CA 95117  
PHONE: (408) 296-5748  
FAX: (408) 247-1219

Check One

|                          |                      |
|--------------------------|----------------------|
| <input type="checkbox"/> | Continental Cargo 20 |
| <input type="checkbox"/> | Continental Cargo 24 |
| <input type="checkbox"/> | 18 KWH Load          |
| <input type="checkbox"/> | Motorcycle Trailer   |

## CUSTOMER RESPONSIBLE FOR DAMAGE AND LOSS

You are responsible for all costs, any damage, lost time, inconvenience, and replacement of any or all tire issues, including the spare tire, associated with the trailer for the entire term of your rental.

Issues included but are not limited to:

- ✓ Blow outs
- ✓ Flat tires
- ✓ Tire damage
- ✓ Replacement of tire or rim
- ✓ Towing cost due to tire issues of any kind

\_\_\_\_\_  
Print Customer Name

\_\_\_\_\_  
Rental Dates

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

## **CUSTOMER RESPONSIBILIY OF TIRE AND TOLLS**

### **TIRE DAMAGE AND FEES**

You are responsible for all costs, any damage, lost time, inconvenience and replacement of any or all tire issues, including the spare tire, associated with the trailer for the entire term of your rental. Issues include but are not limited to:

- Blow Outs
- Flat Tires
- Tire Damage
- Replacement of Tire Rim
- Towing Costs

### **RENTAL TOLL FEES**

If you are traveling across or thru any toll booths while pulling one of our rental trailers, it is your responsibility to pay the associated fees. If you are not able to pay the fees immediately, at the booth, then you are required to go online and pay them afterwards. Make sure you document the plate number and date traveled. You may go online and make a "One Time Payment" at the address below within 48 hours:

<https://www.bayareafastrak.org/en/tolls/one-time-payment.shtml>

If that is not convenient, you may call (877)229-8655 to make a payment

If you fail to pay the tolls and Orlandi Trailer Inc. receives an invoice, there will be \$25.00 service charge plus the toll charge automatically charged to your credit card.

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Signature

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Date