

Terms of Service

You hereby authorize us to process a credit or debit card voucher for all charges due us under this agreement, including later payment of any traffic, toll or parking violations assessed against the Trailer, or insurance deductibles due in the event of loss. You agree that you have advised your insurance provider of your intentions to haul the Trailer. You have been advised by your agent that your liability and property damage insurance cover your risk of liability for injury or damage to others or their property and your insurance policy has been endorsed accordingly to cover full replacement cost of the trailer. Time is of the essence for all conditions and obligations in this contract. You agree to not dispute any charges on your credit or debit card statement from any variant of TSM Hauling, LLC or EZ Dump Trailers. These terms are subject to change at any time without notice.

Any time beyond time due in will be charged in full-day increments. There is no partial-day rental rate.

If you have rented a trailer at the daily rental rate and would like to extend your rental to the weekly rate, we WILL NOT apply any discounts retroactively. You will only receive the pro-rated discount beginning the day you notify us that you will be keeping the rented trailer for the duration of a 7-day rental period. PLEASE let us know if you would like to switch from the daily rate to a weekly or monthly rate AS SOON AS POSSIBLE during your rental to save YOU the most money and help US better plan to meet other customers' needs.

If you have rented a trailer at the weekly rental rate and would like to extend your rental to the monthly rate, we WILL NOT apply any discounts

retroactively. You will only receive the pro-rated discount beginning the day you notify us that you will be keeping the rented trailer for the duration of a 28-day rental period. Please let us know if you would like to switch from the daily rate to a weekly or monthly rate AS SOON AS POSSIBLE during your rental to save YOU the most money and help US better plan to meet other customers' needs. Thanks!

Rental Guidelines

1. Definitions, Indemnity, Warranties, Modifications. "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 TSM Hauling, LLC DBA EZ Dump Trailers. "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 full 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. If the repair made to the trailer in the event of damage leaves any sign of the damage, we reserve the right to determine an estimated assessment of diminished value and assess

that charge along with the repair cost. This is a contract for the 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. You acknowledge and agree to the use of electronic satellite data logging, recording, and transmitting equipment that may be used to monitor speed, position, and direction at any time. You are responsible for all damage to, or loss or theft of, the Trailer, including damage caused by weather, road conditions, and acts of nature, whether you are at fault. You are responsible for the cost of 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. 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.

2. 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.

Service to the Trailer or replacement of parts or accessories during the rental must have our prior approval.

3. 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 Texas; (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. If you intend to take the trailer outside Dallas County, you must discuss with us prior and make proper arrangements, including, but not limited to providing a current Certificate of Insurance listing full coverage including comprehensive and collision insurance of the specific trailer with TSM Hauling, LLC DBA EZ Dump Trailers as the loss payee.
4. Further use restrictions. For safety reasons, the trailer is to be towed at speeds no higher than sixty (60) miles per hour. Any indication of overspeed may result in forfeiture of the security deposit or additional charges inspection and repair. We also kindly ask that you keep the speed under sixty (60) to ensure the longevity of the tires as well as the tarps on the trailers, which can both be damaged by

excessive speed. Helping keep our trailers in great shape for the next customer helps us keep our costs low for everyone! Use of the trailer without a functioning trailer brake controller connected at **ALL TIMES** is strictly prohibited. Furthermore, proper use of a breakaway lanyard is required at all times.

5. Charges. You agree to pay us on demand for all charges due us under this Agreement, including, but not limited to: 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; (e) all costs, including pre- and post-judgment attorney fees and any collections fees we incur collecting payment from you or otherwise enforcing our rights under this Agreement; (f) a 5% late payment fee per thirty-day period on all amounts paid past the due date; (g) \$10 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 no less than \$35 and not to exceed \$500 to clean the Trailer, if returned any less clean than when rented; and (i) applicable loss of use daily charges for days when trailer is placed out of service for repairs; and (j) a \$15 dollar fee to recharge any battery that is returned below 100%. It is up to our discretion to refund any of the time charges if you return the Trailer earlier than the date or time due in. Any repair work is billed at \$85 per hour with a one hour minimum. Any tire damage will result in a minimum charge of \$35 to address the issue up to and including full replacement cost at full market price plus \$35 to change the tire.
6. Deposit. We may use your deposit to pay any monies owed to us under this Agreement, including our estimate of damages to the

Trailer. We will hold your deposit until repairs are made and will decide to return any monies owed to the renter only upon completion of repairs. Your deposit will be released from our system no more than 24 hours from the time the trailer is returned. We do not have any control over bank processing times to return the deposit into your account.

7. Future Rentals. You agree and authorize EZ Dump Trailers and TSM Hauling, LLC to store your personal information, driver's license and insurance information, payment information, and signatures on file in our internal database to be used for future rentals, quality control, and direct communication. By accessing EZ Dump Trailers property or renting equipment, you agree to all terms and conditions set forth in this contract for an indefinite period and you authorize EZ Dump Trailers, TSM Hauling LLC, and any of our agents and appointees to process payment for any future rentals and charges automatically.