



## TRANSPORT AGREEMENT / TRAILER

### FREE MOVE-IN TRAILER HIRE CONDITIONS

1. RENT-A-STORE rents to the TENANT the use of the trailer on the terms and conditions of this agreement and of the main storage lease agreement. The TENANT for the purposes of this trailer rental agreement becomes the HIRER.
2. The initial free trailer hire period will be for tenants who are moving into storage units at the beginning of their lease with Rent-A-Store only.
3. The trailer hire will be free of charge only for the date and times specified in this trailer hire agreement. Should the initial FREE HIRE PERIOD be exceeded, a daily hire rate of R1500.00 including Vat will apply.

### COLLECTIONS AND RETURNS

4. GATE HOURS: Please note our gates are locked by the security company strictly at 18:00, and keys are kept off the premises. No access for trailer drop offs or collections, will be possible between 18h00 and 06h00.
5. POSSESSION: The trailer rented in terms of this lease agreement always remains the exclusive property of Rent-A-Store. The person renting the trailer shall not at any time alienate, hire out, or in any way dispose of the trailer. The Hirer shall be deemed to be in possession of the trailer from the time he takes delivery of the trailer from Rent-A-Store until such time as he returns it to the Rent-A-Store premises.
6. FAILURE TO RETURN: Should the Hirer fail to return the trailer on time, the Hirer will be charged the daily penalty hire rate of R1500.00. The Hirer must notify Rent-A-Store during office hours should they not be able to return the trailer within the initial free hire period, otherwise the trailer will be assumed stolen and criminal charges will be laid against the hirer. Daily hire rate period means 24 hours or part thereof. Any extra charges levied need to be paid immediately failing which, unpaid charges will be charged onto the Hirers storage account with Rent-A-Store. Any unpaid amounts will then be subject to collection conditions in terms of the main storage lease agreement, specifically clause 14, failure to pay.
7. RETURN: The trailer shall be deemed to have been accepted in good order and repair and without any damage, unless the Hirer proves and notes otherwise on the collection and return check list attached. The trailer shall be returned by the Hirer to Rent-A-Store, in the same condition as we supplied to the Hirer at the beginning of the period of rental, on the agreed return date specified, and if this agreement is terminated at any time before then, for any reason, then immediately after such termination.

Failure by the Hirer to return the trailer timeously shall have the following consequences.

1. The Hirer shall be liable to pay the daily rental, in respect of a further rental contract, which shall be calculated on the daily rental for the period, from the time on the last day until the time of the return of the trailer to Rent-A-Store. Rent-A-Store shall be entitled to claim and the Hirer shall be bound to pay damages, for any losses suffered by or harm caused to Rent-A-Store as a result of the user's failure to return the goods timeously – such losses shall include inter alia loss of possible earnings or profits.
2. Rent-A-Store retains the right of access to any place where the trailer may be for the purposes of repossessing the trailer should the user not comply with any of the conditions of hire. Rent-A-Store shall be the sole and final judge of the condition of the trailer at all times and this decision shall be final and binding.
3. Rent-A-Store have the right to assume that if the trailer is not returned at the time stipulated on the contract, and that no prior arrangements have been made that the trailer has been deemed stolen and criminal charges will be instituted against the Hirer.

### BREAKDOWN/ACCIDENT DAMAGE OR THEFT

8. Should the trailer in any way be damaged, stolen or hijacked, the insurance excess of R3000.00 will be paid by the tenant. The insurance cover excludes damage/loss due to negligence. Wheels, axles, tools, coupler and lights are in no way covered by insurance. Any extra charges levied need to be paid immediately, failing which, unpaid charges will be charged onto the Hirers storage account with Rent-A-Store. Any unpaid amounts will then be subject to collection conditions, in terms of the main storage lease agreement, specifically clause 14, failure to pay. The Hirer must notify Rent-A-Store during office hours should they not be able to return the trailer within the initial free hire period, otherwise the trailer will be assumed stolen and criminal charges will be laid against the Tenant/Hirer. The trailer shall be at the sole risk of the Hirer throughout the

Signed Rent-A-Store:

Signed Tenant:

rental period and the Hirer acknowledges that he is responsible for the trailer during the rental period. The Hirer shall be liable for a maximum excess of R3000.00. This does not include wheels, axles, tools, coupler, lights and negligence. During the rental period if the trailer is involved in any accident, stolen or hijacked, the Hirer shall take every responsible precaution to guard the interest of Rent-A-Store including, but without being limited to the following where appropriate. The Hirer shall obtain the names and addresses of everyone involved and if possible, witnesses. The Hirer shall not admit any responsibility or liability nor release any party from any liability of potential liability, nor settle any claim, nor potential claim, against or any action relating to the incident. In the case of the aforementioned, it is the duty of the Hirer to report any of the above to Rent-A-Store immediately, and supply full reports thereof. Should the trailer be involved in any accident a police report case number must be supplied to Rent-A-Store, failure to do so within seven days will make the Hirer responsible for the full repairs to the trailer or other involved. Should the trailer breakdown, the Hirer must inform Rent-A-Store, and an order must be supplied before repairs are under taken, should the Hirer not comply with the above, the repairs will be for the Hirers own account. It is the Hirers responsibility to return the trailer to Rent-A-Store premises regardless of the reason of breakdown or damages.

9. It must be noted that there is no third party liability on the trailers. Rent-A-Store waives its liability to third parties.

## GENERAL

10. Rent-A-Store have bookings every day and need the trailer to be ready for the next Hirers use. Due to unforeseen circumstances or late returns, Rent-A-Store cannot guarantee the availability of trailers.
11. The hirer warrants that the driver of the vehicle stated above is in possession of a valid license.
12. INDEMNITY: Rent-A-Store shall not be liable for any damage arising out of defect in or mechanical failure of the trailer, for any loss or damage to any property transported in the trailer, nor any indirect damages, consequential loss, additional accommodation or any loss of accommodation, loss of profits or special damage of any kind or any breach of this agreement. Rent-A-Store accepts no liability for losses or damages suffered by the Hirer, because of the trailer hired not being able to perform for any reason whatsoever. The Hirer shall be liable for all fines, penalties and the like, including all legal costs incurred by Rent-A-Store to its attorneys in accordance with the usual charges at the time for parking, traffic and other criminal offences arising out of or concerning the use of the trailer during the rental period and the Hirer accordingly indemnifies Rent-A-Store against all liability. All charges payable by the Hirer shall be payable on the termination of the rental period unless Rent-A-Store requires all or any charges to be prepaid in advance. The trailer may not be used to transport goods in violation of any customs laws or any other illegal manner or beyond the borders of the territory or in any area in the territory where there is or may be a risk of incidence of civil unrest, political disturbance or riot or any activity associated with any of the foregoing. The Hirer shall make adequate provision for the safety and security of the trailer and in particular without limiting the generality of the foregoing he shall keep the trailer properly secured and locked when not in use. The Hirer hereby indemnifies Rent-A-Store in respect of all claims by any person whatsoever in respect of any injury to persons, and or damage or loss to property caused by, or in connection with or arising out of renting the trailer. Rent-A-Store states that there is no third party liability on the trailers and Rent-A-Store waives its liability to third parties. Further the Hirer hereby indemnifies Rent-A-Store in respect of any costs and charges connected with the claims of whatsoever nature arising out of the renting of the trailer. The Hirer consents in terms of Section 45 of Act 32 of 1944, to Rent-A-Store instituting any action or proceeding or enforcing any of the rights under this agreement in the Magistrate's Court or any district having jurisdiction by virtue of section 28 or the said act. The Hirer agrees however, that Rent-A-Store in its sole and absolute discretion may institute any such action or proceedings in any division of the High Court which may have jurisdiction. The Hirer shall not be entitled to cede any of his rights under this agreement or to sub-rent or part with possession of the trailer. If Rent-A-Store institutes any legal proceedings against the Hirer to enforce any of its rights under this agreement it shall be entitled to recover from the Hirer all debt collection or legal cost it incurs to its own debt collectors or attorneys in accordance with their usual charges and assessed as between attorney/debt collector and own client. The Hirer chooses to address specified in the main storage lease agreement as his domicilium citandi et executandi (i.e. address for service of all legal process) and any notice posted to him there shall be deemed to have been received 3 days after it is posted unless he proves the contrary. Any leniency extended by Rent-A-Store to the Hirer in respect of any provisions under these conditions of days after it is posted unless he proves the contrary. Any leniency extended by Rent-A-Store to the Hirer in respect of any provisions under these conditions of hire shall not in any way constitute a waiver of diminutive of any rights which Rent-A-Store may have in terms of the trailer hire contract or under the "conditions of hire". The trailer must be used in accordance with the road traffic ordinance.

**Version: 6**

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Signed Tenant: