



**RENTAL CONTRACT**

**General Information**

Client or Company: \_\_\_\_\_ Federal ID: \_\_\_\_\_

Name: \_\_\_\_\_ Position: \_\_\_\_\_ Driver License N°: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Telephone: \_\_\_\_\_ Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail Address: \_\_\_\_\_ Web Site: \_\_\_\_\_

Do you use Purchase Orders to rent units?    YES    NO

**Account Authorized Users:**

Name & Position: \_\_\_\_\_ Email: \_\_\_\_\_ Telephone: \_\_\_\_\_

Name & Position: \_\_\_\_\_ Email: \_\_\_\_\_ Telephone: \_\_\_\_\_

Name & Position: \_\_\_\_\_ Email: \_\_\_\_\_ Telephone: \_\_\_\_\_

**Accounts Payable**

Name & Position: \_\_\_\_\_ Email: \_\_\_\_\_ Telephone: \_\_\_\_\_

Name & Position: \_\_\_\_\_ Email: \_\_\_\_\_ Telephone: \_\_\_\_\_

**Credit References**

Name: \_\_\_\_\_ Email: \_\_\_\_\_ Telephone: \_\_\_\_\_

Name: \_\_\_\_\_ Email: \_\_\_\_\_ Telephone: \_\_\_\_\_

**Bank References**

Bank: \_\_\_\_\_ Branch: \_\_\_\_\_ Account N°: \_\_\_\_\_

Bank: \_\_\_\_\_ Branch: \_\_\_\_\_ Account N°: \_\_\_\_\_

**Insurance Policy**

Company: \_\_\_\_\_ Policy N°: \_\_\_\_\_ Agent: \_\_\_\_\_ Tel: \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

**Signature:** \_\_\_\_\_



I certify that I am authorized to sign this contract by the above stated company/person.

### TERMS AND CONDITIONS – ATTACHMENT No. 1

1. Payment in advance of first (1<sup>st</sup>) month's rental fee, one (1) month's deposit, plus delivery and pick up fees are required for each unit upon delivery.
2. All invoices are due upon arrival. A 2% monthly interest fee will be charged to all unpaid invoices due over 30 days.
3. The client is responsible of assuring the unit and all contents within, releasing Dueñas Trailers Rental, Inc. of any damage to property, merchandise and/or third persons, organizations inside or outside of the facilities of Dueñas Trailers Rental, Inc. The storage of any flammable, chemical, biomedical, toxic, pathological, dangerous, solid/liquid wastes and/or products, illegal drugs and firearms is strictly prohibited.
4. It is the client's responsibility to verify the maximum weight permitted for storage inside the unit/s so as not to overload or exceed the maximum amount permitted. The client is also responsible for damages caused by and to the unit/s, merchandise and/or third persons. In the event that the unit/s does not specify the maximum weight permitted, it is the client's responsibility to verify and request this information.
5. In the event of theft or damages to unit/s, the client is responsible for payment in full of the total monetary value of the unit/s or cost for repairs or replacement of parts, labor, materials and equipment used.
6. Dueñas Trailers Rental, Inc. reserves the right to reclaim possession of all unit/s and contents within for unit/s with outstanding balances of 30 days or more, free of any claims by Client. Any such act by Dueñas Trailers Rental, Inc. will not release Client of its obligation to pay any outstanding balances due or Dueñas Trailers Rental, Inc.'s right to claim damages for breach of contract. Unit/s will continue to be invoiced until the all pending invoices are made current. All overdue accounts will be transferred to our credit department and reported to credit bureaus. Avoid possible damage to your credit!
7. All balances must be paid in full at the moment unit/s are either returned by client or ordered to be picked up by Dueñas Trailers Rental, Inc. Client accepts and authorized Dueñas Trailers Rental Inc. and FBS the direct debit of credit cards or bank accounts noted in Attachment No. 2 of this rental contract as payment of any and all outstanding or pending balances.
8. Client will, defend at its own expense and hold harmless Dueñas Trailers Rental, Inc. and its agents, employees and indemnities from and against any and all claims, losses, damages, liabilities, demands, actions, costs, expenses and fees (including attorneys' fees) arising out of, or in connection with the rental or outstanding account reconciliation.
9. The Client may under no circumstances transport unit/s outside of the Commonwealth of Puerto Rico or rent unit/s to third parties without the written authorization of Dueñas Trailers Rental Inc. Client must make a deposit of 50% of the total monetary value of the unit/s if authorization is given. This deposit will be refunded given that there are no pending or outstanding balances and unit/s is returned with no damages
10. For all programmed movements (delivery, pick up or movements) that cannot be done due to unit/s unavailability; a 50% dead freight charge of the total cost of service will be applied.
11. Dueñas Trailers Rental, Inc. will not be responsible for any damages to merchandise or contents within the unit/s during movements.
12. All unit/s rented for storage purposes do not include P.R license plates, these unit/s are not authorized for road use. Unit/s rented for road use is rented with an assigned P.R license plate, the same must be returned with unit/s. There will be a \$350.00 charge for all stolen/lost/missing license plates. The Client is responsible for all claims/fines given during the rental period. Client is also responsible for reporting all stolen/lost/missing license plates to the Police Department of Puerto Rico.
13. Storage units may only be accessed by those person/s authorized under this contract and only if the account has no outstanding balances. To authorized persons other than those on this contract a written consent with copy of valid photo identification must be sent and received.
14. A one (1) month minimum rental contract for trailers, containers with or without wheels or a six (6) month minimum rental period for office trailers is required. If the unit/s is returned before the minimum rental contract is completed, there will be a 50% charge of the total for all remaining months. The minimum monthly rental contracts may only be changed with the written approval by our company; a modified monthly rental fee will apply. An additional charge of \$60.00 will apply for keys or locks that are damaged / missing. Client is responsible for maintenance of air conditioners. All services issued by Dueñas Trailers Rental Inc. will be invoiced.
15. Our company offers a direct debit payment system via credit card of bank account, those clients who wish to choose this payment method will be issued a discounted rental fee, if for any reason those clients who are participants of this program wish to cancel this option, their rental fee will be changed to the current rental fee.
16. Client is responsible for inspecting their storage unit and merchandise periodically. Client must notify Dueñas Trailers Rental, Inc., of any imperfections of their storage unit immediately. Dueñas Trailers Rental, Inc. will not under any circumstances, be liable for any damages, costs or expenses paid or incurred by Client on account of any imperfections or defects impairing the quality, value or suitability for any purpose of any merchandise in storage. In no event shall Dueñas Trailers Rental, Inc. be liable for any consequential, special or contingent damages; Client assumes all risks of loss, damages or delay incidents.
17. All checks returned under any reason will have a \$25.00 additional charge.
18. All invoices are paid C.O.D. There is a 30 day period for claims on any invoice by the client. Any invoice that passes this time period will be understood as correct and is subject to payment by due date. **Initials:\_\_\_\_\_Date:\_\_\_\_\_**



19. All storage units rented at Dueñas Trailers Rental, Inc. facilities are to be used for storage of merchandise only. Under no circumstances will the assembly of merchandise or any business transactions be allowed. The Client will be permitted the access of one (1) vehicle at or near their storage unit.

20. Client will request and notify Dueñas Trailers Rental, Inc. of any pick up or movements of units with two (2) days in advance. The client is responsible for the follow up of any requests. All unit/s will continue to be invoiced until pick up is completed in its totality.

21. In the event, Dueñas Trailers Rental, Inc. needs to recover any pending balances thru the courts system, Client is aware and accepts that all issues will be governed in accordance with the laws of the Commonwealth of Puerto Rico and enforced in the courts located within.

22. The person, employee or representative who signs this contract, guarantees the payment of all invoices and services requested this representative also accepts that this contract is a business/personal obligation and any legal action could affect their personal credit status.

23. There will be an additional charge of \$245.00 each for tire 1000-20-16 used by trailers and/or chassis rented for storage or road use that are returned with damaged tires or that have been changed (tires that are not Dueñas Trailers Rental property) there will also be an additional service charge of \$25.00 for each tire changed. Any sized tire that is not mentioned herein will be charge the current market price.

24. Units that have are reported lost and/or stolen will continued to be charged the rental fee until said unit is returned or paid for in full.

25. Trailers and/or containers that are returned after the 15<sup>th</sup> of any month after the required one month rental period and/or office trailer units returned after the 7<sup>th</sup> month after the 6 month required rental period will be charged the full months rental fee.

26. Delivery and pick up charges are based on the town in which the service will take place. All areas must be fully accessible by the client and our company to deliver, pick up, install or uninstall. Any additional equipment such as cranes and/or etc. with services included will be the clients' responsibility for coordination and payment.

27. It is understood and agreed that this contract embodies the complete understanding of both the Client and Dueñas Trailers Rental, Inc. relative to the rental of units and that the terms and conditions of this contract may not be revised or modified in any way except by a written consent issued by Dueñas Trailers Rental, Inc. The Terms and Conditions of this contract shall supersede and control over any provisions; terms and conditions contained in any confirmation, purchase order, check

or other writing the Client has given or may give, and the right of the parties shall be governed exclusively by the provisions, terms and conditions hereof. Any conflicting provisions, terms and conditions contained in any past or future writing of the Client are hereby objected to by Dueñas Trailers Rental, Inc. This contract shall be governed in accordance with the laws of the Commonwealth of Puerto Rico and enforced in the courts located within. Dueñas Trailers Rental Inc. may at any moment revise this contract without prior notification. Client will be notified by mail of any changes to the contract, Client will have a period of no later of 15 days to make any claims to the changes made. If client objections to any amendment of the contract, the clients account will be closed, all unit/s will be picked up and client must pay any pending balances.

28. This is a non transferable contract.

29. When Dueñas Trailers Rental Inc; make any delivery or pickup of equipment and the unit for some reason is not available there will be a waiting time charge of \$ 50.00 per hour.

30. This Agreement may be executed in one or more of its clauses, but all of which together shall constitute an agreement that requires the parties to this contract. Additional each of the parties agrees that a photocopy or facsimile signature attesting the execution of part of this Agreement shall be effective as an original signature and can be used instead of the original for any purpose.

31. Customer will have a period of 90 days to claim the deposit. If not claimed in this period, will remain as credit for term of one year. As long as the unit has been returned without damage or debts.

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

Title: \_\_\_\_\_ Signature: \_\_\_\_\_

In signing this contract I accept that all information provided is true, and accept that I fully understand and agree with all the above Terms and Conditions.

I certify that I am authorized to sign this contract by the above stated company/person.



**Automatic Payment Authorization – Attachment No. 2**

**Client Information:**

Company: \_\_\_\_\_

Telephone 1: \_\_\_\_\_ Telephone 2: \_\_\_\_\_ Telephone 3: \_\_\_\_\_ Fax: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Physical Address: \_\_\_\_\_

**Credit Card Information:**    Visa    Master Card    Amex    Other. SSSSSSSSSSSSSSS \_\_\_\_\_

**Cardholder:**

Card No. \_\_\_\_\_ Expiration Date: \_\_\_\_\_  
Initial \_\_\_\_\_ Monthly Charge: \_\_\_\_\_  
Charge: \_\_\_\_\_

➤ **Note: Attach legible copy of credit card ( Both sides)**

**Checking Account Information:**

Bank: \_\_\_\_\_ Branch: \_\_\_\_\_

Account No. \_\_\_\_\_ Routing No. \_\_\_\_\_

Initial \_\_\_\_\_ Monthly Charge: \_\_\_\_\_  
Charge: \_\_\_\_\_

➤ **Attach legible copy of “Voided” Check**

**Terms and Conditions**

I, \_\_\_\_\_ authorize Dueñas Trailers Rental, Inc. and the above stated banking institution to electronically debit or charge from my bank account or above stated credit card, the payment of all invoices with Dueñas Trailers Rental, Inc. It is understood by representatives of the above stated company and the banking institution, that Dueñas Trailers Rental, Inc. reserves the right to cancel payments or cancel my participation with this program at any given moment. It is also understood that I may cancel my enrollment with this program at any moment by written notification to Dueñas Trailers Rental, Inc. at least fifteen (15) working days before the due date of the next invoice; I also accept that a \$2.00 rental fee increase will be added to my current monthly rental fees at moment of my cancellation.

**I certify that I am authorized to sign this contract by the above stated company/person.**

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

**Signature:** \_\_\_\_\_