



LEASE AGREEMENT

LEASE #:

LESSOR

Hall Bros Trailer Leasing
7040 North State Rd 337
PO Box 133
Orleans, IN 47452

hbtrailerleasing@gmail.com

LESSEE

Name: _____

Address: _____

City / State / Zip: _____

Email: _____

THIS LEASE AGREEMENT ("Lease") is made and entered into by and between Hall Bros Trailer Leasing ("Lessor") and _____ ("Lessee").

- 1. Use of Trailers: The Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, certain trailers (found in Appendix A) and/or other storage containers ("the Trailers"). Lessee shall use the Trailers solely for the purpose of storing non-hazardous property or over the road use for transportation services. If the Trailer(s) are used for storage, the Trailer(s) shall be kept by Lessee at its address specified herein or at Lessor's business premises, and shall not be removed from such location unless specified below (the Lessee will be charged for moving "storage" trailer(s) on public roads without properly notifying the Lessor).
[] Over the Road
[] Storage
2. Term: The term of this Lease shall be from ____ of _____, ____ to ____ of _____, _____. Lessee must lease Trailers for at least one (1) week. Lessee may extend the period of Lease upon a one (1) week notice prior to the previous specified date unless otherwise discussed by the Lessee and Lessor. All extensions of Leases must be a minimum of one (1) week.
3. Rent and Compensation: All amounts due and owing for the Trailers shall be as set forth under this Lease, including Appendix A. All payments shall be made without any set-offs or deductions whatsoever and without any prior demand required. All rental/lease payments shall be made to the Lessor on or before the thirtieth (30th) day from the statement date (due date of payment will also be on each monthly invoice).
4. Acceptance of Trailers: Lessor makes no warranties, express or implied about the Trailers and EXPRESSLY DISCLAIMS ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. Lessee has examined the Trailer and is satisfied that the Trailers are suitable for use, and agrees to accept every Trailer (found in Appendix A) in an "as is" condition. "As is" condition will be specified by the Lessor on the Trailer specification sheet(s) given to the Lessee on the delivery date of the Trailer(s).
5. Maintenance and Repairs: Lessee shall, at its sole cost and expense, keep and maintain the Trailers in a clean and good condition and in good repair, and return Trailers as they were received(in "as-is" condition), ordinary wear and tear excepted. The Lessor is responsible for on-site and en-route emergency maintenance and repairs during the term. Flat tires, theft and damage other than normal wear and tear repairs will be billed back to the customer at actual cost plus 15%. Maintenance and repairs of Trailers will occur at a location chosen by the Lessor. The Lessee shall not make any alterations, additions, or improvements to the Trailers, including any writings or markings on the Trailers, without the prior written consent of the Lessor. Lessor shall have the right to inspect the Trailers at all times. Upon return of Trailer(s), they will be inspected by a repair/maintenance shop chosen by the Lessor for any un-ordinary wear and tear and will be specified on a Trailer specification sheet.

- a. **Tires:** The Lessee is responsible for all tire repairs that occur while the Lease is still in effect (excluding needing a tire changed due to tire wear). If a trailer needs a tire repair, the customer can NOT replace tire(s) with a recap tire(s). If the trailer(s) is/are returned with skidded tire(s), they will not be prorated. Skidded tire(s) will be replaced by the Lessor at the Lessee's expense, and Lessee will have the option to take back the skidded tire. Tires that do not pass DOT standard due to tire wear during the time of the Lease, will be replaced by the Lessor at their facility at 7040 North State Road 337 in Orleans, IN 47452.
6. **Assumption of Risk:** Lessee assumes the risk of loss for all property stored in, on or about the Trailers, and Lessor shall not be liable to Lessee, Sub-Lessee, third parties or their respective agents, employees, customers, or invitees for injury to persons, including death, or for loss or damage to any property, including that arising from theft, vandalism, or other casualty occurring in, on or about the Trailers.
7. **Lessor's Insurance:** The Lessor shall provide the Lessee with a current certificate of insurance evidencing the following insurance coverage. Lessor shall maintain, at their expense, the following insurance for the specified use of the Trailer(s);
- Over the Road:
- Bodily injury and property damage liability, with a minimum combined single limit of \$1,000,000 per occurrence.
 - Commercial General Liability for contractual liability coverage for hold harmless agreements, with a minimum combined single limit of \$1,000,000 per occurrence.
 - Minimum deductible of \$1,000 on comprehensive and collision.
- Storage:
- Commercial General Liability for contractual liability coverage for hold harmless agreements, with a minimum combined single limit of \$1,000,000 per occurrence.
8. **Default and Remedies:** Lessee shall be in default hereunder if Lessee breaches any provision, term or condition of this Lease or if Lessor, in its sole discretion, determines that Lessee is financially impaired or Lessor's interest in the Trailers are in jeopardy. In the event of any breach or default by Lessee hereunder, Lessor shall have the right to immediately terminate this Lease and immediately remove the Trailers. Property stored in the Trailers may be removed by Lessor and stored for the account of Lessee, with Lessee being responsible for all costs, including attorney's fees, involved with such removal and storage. At the termination of the Lease, Lessee shall remove all property in the Trailers and repair any damage to the Trailers caused by such removal to the Lessor's reasonable satisfaction. Any property which remains in or upon the Trailers after Lessee has surrendered possession of the Trailers shall be deemed to be abandoned by Lessee and such property shall be retained by the Lessor as its property.
9. **Assignment and Subletting:** Lessee shall have no right to assign this Lease or Lessee's interest therein or the sublease the Trailer without the prior written consent of the Lessor. The Lessor shall have the right to assign, transfer or otherwise convey this Lease or Lessor's interest in the Lease without any approval from, or written notice to, Lessee.
10. **Severability:** If any agreement, term, covenant or condition of this Lease shall be found by a court of competent jurisdiction to be null and void or unenforceable, all other provisions of this Lease shall remain in full force and effect.
11. **Notices:** Any and all notices or other communications required or permitted under this Lease shall be in writing or sent via email. If notice was given in writing, it shall be sufficiently given if delivered in person to the party or if sent to the party by United States certified mail, postage prepaid, addressed to the address of the party appearing in the Lease or to such other address or person that shall be furnished in writing by either party to the other.
12. **Governing Law:** The laws of the State of Indiana shall govern this Lease in all of its aspects, including execution, interpretation, performance and enforcement.

13. **Entire Agreement:** This Lease constitutes the entire understanding and agreement among the parties hereto pertaining to the Lease of the Trailers and supersedes all prior and contemporary leases and agreements of the parties pertaining to the Trailers. No modification or termination of this Lease shall be binding unless executed in writing by the parties hereto and no waiver of any part of this Lease shall be deemed a waiver of any other part of this Lease.

LESSOR

LESSEE

Hall Bros Trailer Leasing

By: _____

Printed Name: _____

Printed Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Address: P.O. Box 133

Address: _____

Orleans, IN 47452

Other Point of Contact (Optional):

Printed Name: _____

Signature: _____

Email: _____

Mailing Address: _____

Other Comments: