



TRAILER ADDENDUM SAFETY RULES



The person whose signature appears on Page 2 of this Addendum (the "Undersigned") hereby acknowledges that he/she has received and carefully reviewed the following Trailer Safety Rules, and agrees to abide by each of such rules at all times with respect to all trailers (each being hereinafter referred to as a "Trailer") rented from Badger Rental Services, Inc., a Georgia corporation (hereinafter referred to as "BRS," "Lessor," "we," "us" and "our").

The Undersigned shall:

1. Ensure that each vehicle used to pull a Trailer has: (a) all necessary weight, traction, structural integrity, suspension, horsepower and braking power; (b) a proper, adequate, functional and non-defective hitch which fully complies with all requirements of the applicable manufacturer(s), as well as all applicable laws, rules and regulations (including without limitation, all applicable Department of Transportation and Federal Motor Carrier Safety Administration requirements); and (c) adequate, properly connected, fully functional and legally compliant, lights, signals and wiring (including without limitation, brake lights and turn signals) to safely and properly pull, maneuver and stop the Trailer when fully loaded;
2. Secure the Trailer to each vehicle to be used to tow it, using all coupling mechanisms and safety chains provided, and in the manner specified, by the manufacturer (or if applicable, BRS);
3. Ensure that sixty percent (60%) of the load's weight is placed in the front half of the Trailer for stability. Note: If the Trailer sways or begins to jackknife, reduce speed gradually (**DO NOT APPLY EXCESSIVE PRESSURE TO BRAKES**), pull over and adjust the Trailer's load to move more of the weight to the front;
4. Ensure that the load placed in the Trailer **DOES NOT EXCEED THE MAXIMUM GROSS VEHICLE WEIGHT RATING, TOWING CAPACITY, OR THE MAXIMUM HITCH CAPACITY** for such Trailer (Note: Even small amounts of dirt, sand, rocks, *etc.*, may be too heavy to haul);
5. Refrain from detaching the Trailer from any vehicle if/when the Trailer is parked other than on a flat surface and otherwise secured in a manner that ensures it will not roll, slide, turn or tip, AND if the Trailer is to be attached to any vehicle other than the vehicle to which it was attached upon commencement of your rental at BRS rental facility, you agree to FIRST contact, and obtain the approval of, BRS (it being acknowledged that BRS may grant, condition or withhold such approval in its sole and absolute discretion);
6. Apply brakes slowly and evenly when descending on grades and/or approaching stops;
7. Ensure that no articles placed in or on any Trailer extend beyond the rear of the Trailer;
8. Ensure that the ball coupler, if any, is not over-tightened, and is able to swivel freely while in use;
9. Carefully secure each load placed in or on the Trailer;
10. Ensure that both sides of any vehicle used to tow the Trailer are equipped with adequate mirrors;
11. Ensure that all Trailer brakes, taillights and turn signals are connected and operational at all times;
12. Drive all vehicles used to tow the Trailer at a reasonable rate of speed given the terrain, traffic, load, height, vehicle size, weight, towing capacity and horsepower, weather conditions and surrounding circumstances;
13. Refrain from accelerating quickly and/or exceeding posted speed limits;
14. Obey all traffic laws, rules, regulations and ordinances;
15. Allow extra time and distance for braking, stopping, turning, passing and changing lanes;
16. Drive in the right lane whenever possible;
17. Never load cargo on the outside of the Trailer;
18. Protect (*i.e.*, refrain from leaving the Trailer unattended) and maintain the Trailer at all times;
19. Never use any Trailer off-road or in any manner, location or circumstance which creates an unreasonable risk of loss, damage, seizure, or disabling (*e.g.*, "booting") of/to the Trailer;
20. **UNLESS THE TRAILER(S) YOU ARE RENTING IS/ARE SPECIFICALLY DESIGNED FOR ONE OR MORE OF THE FOLLOWING USE(S), NEVER place, store or transport in or on any Trailer(s) any: (a) persons, pets, livestock or other animals; (b) weapons, ammunition, drugs or alcohol; (c) trash, dirt or debris; (d) plants, perishables, food or food products; (e) flammable, corrosive, explosive or other potentially dangerous materials and/or substances; (f) medical waste and/or disease agents; (g) mercury, lead, lead-based paint or asbestos; (h) radioactive or otherwise contaminated substances; (i) other "hazardous substances," "hazardous materials," and/or "toxic substances" as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980; the Hazardous Materials Transportation Act; the Resource Conservation and Recovery Act; the common law; and/or any state, local or federal laws, rules, regulations and/or orders pertaining to environmental, public health or welfare matters, as amended or supplemented from time to time; unless otherwise agreed by BRS in writing;**
21. Discontinue using the Trailer (and contact BRS immediately) in the event of any accident, mishap or discovery of any unsafe condition;
22. Comply with the manufacturer's instructions, as well as any instructions provided by BRS, for safe use of the Trailer at all times; and
23. Cause all other persons using the Trailer to receive, carefully review and abide by these Trailer Safety Rules at all times.

USE OF A TRAILER FOR ANY PURPOSE OR IN ANY MANNER OTHER THAN FOR ITS INTENDED PURPOSE, AND AS SPECIFIED IN THIS ADDENDUM, OR CONTINUED USE OF ANY DEFECTIVE, DAMAGED OR MALFUNCTIONING TRAILER, MAY RESULT IN INJURY TO PERSONS OR PROPERTY, OR DEATH. ACCORDINGLY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PARTY SIGNING THIS ADDENDUM HEREBY ASSUMES ALL RISKS ASSOCIATED THEREWITH, AND AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS BRS, ITS OWNERS, OFFICERS, MANAGERS, DIRECTORS, AGENTS, EMPLOYEES, INSURERS, SUBROGEEES, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "INDEMNITEES") FOR, FROM AND AGAINST, ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES, CLAIMS FOR BODILY INJURY(IES) (INCLUDING DEATH), AND PROPERTY DAMAGE) RESULTING FROM OR ARISING IN CONNECTION WITH SUCH USE, REGARDLESS OF CAUSE, AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, EVEN IF ARISING IN WHOLE OR IN PART, FROM THE NEGLIGENCE OR CLAIMED NEGLIGENCE OF ANY ONE OR MORE OF THE INDEMNITEES.



TRAILER ADDENDUM POTENTIALLY DANGEROUS EQUIPMENT



This Potentially Dangerous Equipment Addendum - Trailers (this "Addendum") is executed and delivered by the Undersigned as of the date of the Rental Contract identified below (the "Effective Date") to and for the benefit of Badger Rental Services, Inc., a Georgia corporation ("BRS," "Lessor," "we," "us" and "our").

Customer/Lessee: _____

Rental Contract: _____

The "Customer" or "Lessee" identified above (hereinafter, "Customer") has elected to rent certain **POTENTIALLY DANGEROUS EQUIPMENT** on the terms set forth in the above referenced Rental Contract. Capitalized terms used, but not defined, herein shall have the meanings assigned thereto in the Rental Contract. FOR THESE PURPOSES, "POTENTIALLY DANGEROUS EQUIPMENT" (AS DESCRIBED IN PARAGRAPH 1 BELOW) INCLUDES WITHOUT LIMITATION, THE TRAILER(S), IF ANY, DESCRIBED IN THE RENTAL CONTRACT.

1. **WARNING: THE SUBJECT RENTED ITEM(S) IS/ARE POTENTIALLY DANGEROUS. THE UNDERSIGNED ACKNOWLEDGES THAT THE POSSESSION, USE, TRANSPORTATION, AND/OR STORAGE OF SUCH RENTED ITEM(S) CREATE(S) SUBSTANTIAL RISK OF SERIOUS BODILY INJURY AND/OR DEATH AND MAY ALSO RESULT IN PROPERTY DAMAGE OR DESTRUCTION. ACCORDINGLY, THE UNDERSIGNED AGREES TO COMPLY FULLY WITH THE SAFETY RULES APPEARING ON PAGE 1 OF THIS ADDENDUM, AS WELL AS ALL OTHER "INSTRUCTIONS" (AS DEFINED IN PARAGRAPH 4 BELOW), AND TO CAUSE ALL OTHERS TO DO SO AS WELL.**

TRAILER CHECKLIST:

Issue:	Customer / Lessee (Initials):
Vehicle and Hitch Adequate	
Coupler Secure on Ball	
Chains Crossed Under Tongue	
Tire Pressure Checked	
Lights Operating	
Equipment Secured	
Ramps Up and Locked	
Instructions Provided to and Received by Customer / Lessee	

2. **ASSUMPTION OF RISK: THE UNDERSIGNED HEREBY ACKNOWLEDGES COMPLETION OF THE ABOVE TRAILER CHECKLIST, AND ASSUMES ALL RISK OF LIABILITY, LOSS, PROPERTY DAMAGE AND/OR OTHER CLAIMS OF, TO, AND/OR ARISING IN CONNECTION WITH, THE RENTED ITEM(S), ITS/THEIR USE, TRANSPORTATION, LOADING, UNLOADING, STORAGE, CONNECTION, DISCONNECTION (AND PROPER RE-CONNECTION) AND REPAIR (INCLUDING WITHOUT LIMITATION, PERSONAL INJURIES AS WELL AS DAMAGE TO ANY PROPERTY LOCATED IN OR ON, OR OTHERWISE DAMAGED DIRECTLY OR INDIRECTLY BY, ANY TRAILER RENTED FROM BRS).**

3. **WAIVER & INDEMNITY: TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE UNDERSIGNED, INDIVIDUALLY AND FOR THE CUSTOMER/LESSEE IDENTIFIED IN THE RENTAL CONTRACT: (A) HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, RELINQUISHES AND DISCHARGES ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES, INCLUDING WITHOUT LIMITATION, CLAIMS FOR BODILY INJURY(IES) (INCLUDING DEATH), PROPERTY DAMAGE AND ATTORNEYS' FEES (COLLECTIVELY, "CLAIMS") AGAINST BRS, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE OWNERS, SHAREHOLDERS, OFFICERS, MANAGERS, DIRECTORS, AGENTS, EMPLOYEES, INSURERS, SUBROGEEES, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "INDEMNITEES") ARISING FROM AND/OR IN CONNECTION WITH THE RENTED ITEM(S) (OR ANY OF THEM), REGARDLESS OF CAUSE (INCLUDING WITHOUT LIMITATION, THE PROPER CONNECTION AND/OR RE-CONNECTION, AS APPLICABLE, OF EACH RENTED ITEM TO EACH VEHICLE USED TO TOW SUCH RENTED ITEM); AND (B) AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS BRS AND EACH OF THE OTHER INDEMNITEES FOR, FROM AND AGAINST, ANY AND ALL SUCH CLAIMS (AND WITH RESPECT TO BOTH (A) AND (B) ABOVE, EVEN IF ARISING FROM THE NEGLIGENCE OF ONE OR MORE OF THE INDEMNITEES).**

4. **CUSTOMER'S ACKNOWLEDGMENTS:** The Undersigned has received and carefully reviewed, inspected, examined and accepted the Rented Item(s) and all applicable training, instructions, operating and user manuals, and other information (including the "SAFETY RULES" appearing on Page 1 of this Addendum, and all other applicable laws, rules, regulations and standards, including without limitation, EPA, OSHA, MSHA, NFPA, IEEE, ASME, DOT, FMCSA and/or ANSI regulations and standards, as well as Title 49 of the U.S. Code of Federal Regulations) regarding the proper and safe transportation, loading, unloading, use, maintenance, repair and storage of the Rented Item(s), as applicable (collectively, the "Instructions"). The Undersigned has tested each Rented Item (including all coupling mechanisms, safety chains, wheels, brakes, brake lights and turn signals), and found it/them to be in good operating condition and repair and otherwise in all ways acceptable, and agrees to carefully follow all instructions provided by BRS regarding the proper connection, disconnection and use of such Item(s). The Undersigned has selected each Rented Item based on the Undersigned's independent determination that it is appropriate for his/her/its purposes and not based on any recommendation by BRS. Each Rented Item is provided by BRS "AS IS". **BRS MAKES NO WARRANTIES, EXPRESS OR IMPLIED (ALL OF WHICH ARE HEREBY WAIVED BY THE UNDERSIGNED AND THE CUSTOMER / LESSEE), INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, UTILITY, FUNCTION, DESIGN, CAPACITY, FREEDOM FROM DEFECTS AND GOOD AND WORKMANLIKE PEFFORMANCE.** The Undersigned will (and will ensure that the Customer / Lessee does also) fully and timely comply with the Instructions, properly maintain and care for each Rented Item, and ensure each such Rented Item(s) is used only: (a) in a reasonable and safe manner; (b) as intended by its manufacturer; and (c) otherwise in full compliance with all applicable laws, rules, regulations, ordinances, warranties and policies of insurance, at all times.

5. **MISCELLANEOUS:** This Addendum cannot be modified absent the express written consent of BRS (granted or withheld in the sole and absolute discretion of BRS). This Addendum: (a)(i) is incorporated into; (ii) supplements, and does not limit or impair the protections afforded to BRS under or in connection with the applicable Rental Contract (which Rental Contract and all other Addenda thereto are likewise, incorporated herein); and (b) applies not only to the Rented Item(s) identified in the above identified Rental Contract, but also to any and all other trailers provided by BRS in the future (except only as otherwise agreed in writing by BRS). All remedies of BRS are cumulative. Any photocopied, facsimiled, digital or electronic signature of the Undersigned appearing hereon will be deemed an original for all purposes. **The Undersigned, for himself/herself and for the Customer / Lessee, has carefully reviewed and hereby agrees to each of the foregoing provisions as well as the Safety Rules appearing on Page 1 hereof.**

Signature: _____