



TRUCK RENTAL LICENSEE

342 West 13th South · Salt Lake City, Utah 84115 · Phone 486-2028

SHOW THIS NO. ON ALL CORRESPONDENCE

Rental Agreement No. 47938

TO BE PAID BY OR PRINT ONLY  
4763 199 014 696  
5175 \* B  
H TRACY HALL INC

TIME & DATE IN

TIME & DATE OUT

CREDIT CARD NO. HTZ AMEX CARTE BLANC DIN ATC OIL BANK OTHER

Customer agrees to pay minimum of one day plus mileage HRS. @

RATES INCLUDE DO NOT INCLUDE FUEL DAYS @ 39.00

MILES IN WKS @ 195.00

MILES OUT 48347

MILES DRIVEN MILES @ 13

Mileage determined by reading factory-installed odometer SUBTOTAL

VEHICLE NO. 1194

TRUCK LIC. NO. STATE SUBTOTAL

TRUCK MAKE BODY STYLE 21' Sandone

MAXIMUM G. V. W. 45000 S CDW PER DAY

VEHICLE & PROPERTY DAMAGE DUE TO EXCESS GVW TO BE CHARGED TO CUSTOMER. SUBTOTAL

TRUCK CHECKED IN AT TAX 4%

CASH GAS-OIL REPAIRS S PAI PER DAY

REFUND DEPOSIT S TOTAL CHARGES

Fuel to be charged at per gallon. 44 REFUELING SERVICE

DEPOSIT NET DUE

OTHER BILLING INSTRUCTIONS, ETC. M... 373 3323

TRUCK RENTED AT TC 374-2796

TRUCK TO BE CHECKED IN AT DATE DUE 7/17/77

OPERATOR'S LICENSE NO. STATE EXPIRES A 327877 UT 10/2/74

HOME ADDRESS

TRUCK DESTINATION

LOCAL ADDRESS

COLLISION DAMAGE WAIVER (CDW)\* BY HIS INITIAL, Customer accepts or declines CDW. If accepted, Customer agrees to pay the rate indicated per day or fraction thereof (with maximum of five (5) days per week) and Lessor agrees to waive all claims against the Customer for the first \$250 of damage to a vehicle with GVW of 27,000 lbs. or less (the first \$750 of damage to a vehicle GVW of 27,001 lbs. or greater) by collision while Vehicle is used in conformity with this Agreement.

INITIAL HERE ACCEPTS COLLISION DAMAGE WAIVER (CDW) DECLINES

PERSONAL ACCIDENT INSURANCE (PAI) BY HIS INITIAL, Customer accepts or declines PAI at rates shown in the appropriate computation column. Acceptance is proof of coverage under policy issued to Lessor as outlined in separate Synopsis.

INITIAL HERE ACCEPTS PERSONAL ACCIDENT INSURANCE (PAI) DECLINES

WARNING - \*PLEASE READ THE TERMS AND CONDITIONS ON PAGE 1, (OTHER SIDE) AND PAGE 2 (THIS SIDE). THIS AGREEMENT IS SUBJECT TO ALL SUCH TERMS AND CONDITIONS.

\*NOTWITHSTANDING PAYMENT OF THE CDW FEE, IF VEHICLE IS USED WITHOUT LESSOR'S PERMISSION OR IS DAMAGED AS A RESULT OF CONDITIONS ENUMERATED IN PARAGRAPH 10 ON PAGE 1, INCLUDING BUT NOT LIMITED TO STRIKING OVERHEAD OBJECTS, CUSTOMER SHALL BE LIABLE FOR ALL DAMAGES.

\*I HAVE READ THE TERMS & CONDITIONS ON PAGE 1 AND 2 OF THIS RENTAL AGREEMENT AND AGREE THERETO.

Thank you for your business

X H. Tracy Hall

CHECK OUT CHECK IN 1 NONE 2 AS NOTED 3 NONE 4 AS NOTED



PREPARED BY CHECK IN BY COMPLETED BY

47938

REMIT TO: HERTZ TRUCK RENTAL LICENSEE

445 So. Main Street Salt Lake City, Utah 84111

521-4100

Page 2

PAID BY CASH CHECK DIRECT BILL GUARANTEE X

EQUIPMENT FURNISHED WITH TRUCK

MUD FLAPS SPARE JACK & LUG WRENCH CHAINS FLARES STAKE SIDES DOLLIES - PADS FIRE EXTINGUISHER OTHERS

CUSTOMER IS LIABLE FOR ALL OVERHEAD DAMAGE AND ALL PARKING & TRAFFIC VIOLATIONS.



## TRUCK RENTAL AGREEMENT

2/9,000 net

Page 1

Lessor hereby rents Vehicle and other equipment described herein to Customer subject to all the terms and conditions of this Agreement, in consideration whereof Customer acknowledges and agrees:

1. This Agreement consists of all the terms and conditions on this page (page 1) and on page 2 hereof (reverse side), whether printed or written.
  2. "Customer" means the person signing this Agreement and any other person or organization to whom charges are to be billed, all of whom shall be jointly and severally liable hereunder.  
"Vehicle" means the truck, tractor or trailer identified in this Agreement and all tires, tools, accessories and equipment attached thereto or contained therein.
  3. This is an Agreement of rental only. Customer is not Lessor's agent for any purpose.
  4. Vehicle is Lessor's property. Customer shall return Vehicle in the same condition as received, ordinary wear excepted, to the location indicated on page 2, on the date specified on page 2, or sooner, if orally demanded by Lessor or Customer personally or if demanded in writing by certified or registered mail to Customer at his address shown on page 2. Lessor reserves the right to repossess Vehicle at any time without demand at Customer's expense if Vehicle is apparently abandoned or is used (a) in violation of any provision of this Agreement; (b) in violation of any Federal, State or Local law, ordinance, rule or regulation; (c) to carry property for hire unless Customer, at his own cost, shall obtain all necessary governmental approvals, permits, licenses and authority therefor; (d) by any person while under the influence of intoxicants or narcotics; or (e) in a reckless or abusive manner.
  5. For the purpose of repossessing Vehicle, Lessor may enter upon the premises of Customer without becoming liable for trespass. Customer shall pay Lessor on demand its cost and expense in repossessing same.
  6. Customer shall pay Lessor on demand the sum of: (a) all charges specified on page 2 hereof; (b) all other charges applicable to the rental under this Agreement; (c) state and local sales and use taxes on the rental, or the amount charged by Lessor as reimbursement for sales and use taxes on the acquisition or use of Vehicle; (d) Lessor's costs, including reasonable attorney's fees, incurred in collecting payments due from Customer under this Agreement; (e) reimbursement for fines, penalties, forfeitures, court costs and other expenses, if assessed against Lessor pursuant to law, with respect to use of Vehicle while on rental to Customer, unless due to Lessor's fault.  
All charges are subject to final audit.
  7. Vehicle shall NOT be used:
    - (a) to carry persons for hire;
    - (b) to carry persons other than Authorized Drivers or helpers authorized by Customer, who shall ride only within the cab, except that on rentals in which Customer is transporting his household goods he may carry members of his immediate family who shall ride only within the cab, provided there is no violation of any law, regulation or other prohibition concerning passengers in cab;
    - (c) to push any other vehicle;
    - (d) to tow any other vehicle except a trailer without passengers or passenger car without passengers and then only if Vehicle is equipped with a coupling device, such as a hitch or fifth wheel, installed by Lessor and the trailer or passenger car to be towed is equipped with a compatible coupling device that can safely and effectively be coupled to towing Vehicle in compliance with applicable law;
    - (e) for the carrying or hauling of Explosives or Other Dangerous Articles as defined by regulations promulgated by the U.S. Department of Transportation.
  8. If Vehicle is used for any of the purposes or in any manner prohibited by the provisions of paragraph 7, hereof, or if Vehicle is obtained from Lessor by fraud or misrepresentation or is used in furtherance of an illegal purpose, all use of Vehicle is without Lessor's permission.
  9. Vehicle shall not be driven by any person except Customer and the following Authorized Drivers, each of whom must be duly qualified and licensed to drive Vehicle rented hereunder and must have received Customer's advance permission:
    - (a) persons 21 years of age or older who are members of the immediate family of Customer and permanently residing in Customer's household;
    - (b) the employer, partner or an executive officer of Customer;
    - (c) a regular employee of Customer while acting in the course of such employment.
  10. In the event of loss or damage to Vehicle while on rental, whether or not due to fault of Customer, Customer shall pay to Lessor on demand the amount of all resulting loss and expense of Lessor, except:
    - (a) Customer is not responsible for direct and accidental loss or damage to Vehicle from fire, theft or other causes insurable under the comprehensive coverage of the standard provisions of a basic automobile physical damage policy; and
    - (b) if Vehicle is used with Lessor's permission (and not otherwise) Customer's responsibility for direct and accidental loss or damage to Vehicle from collision or upset (i) is limited to a maximum of \$250, if a truck with GVW of 27,000 lbs. or less; \$750, if a truck with GVW of 27,001 lbs. or greater; or (ii) is waived by Lessor if Customer accepts collision damage waiver at time of rental by so indicating on page 2.
- Provided, however, that Customer shall be liable for all resulting loss and expense of Lessor, notwithstanding anything contained in "a" or "b" of this paragraph to the contrary, if Vehicle is damaged as a result of any of the following: (1) striking overhead objects; (2) using Vehicle on any road or other area that is not hard-surfaced and regularly maintained; (3) transporting a weight in excess of the maximum payload specified on page 2; (4) improperly loading Vehicle or improperly securing such load; (5) using Vehicle, if a truck or tractor, as a trailer; (6) operation of Vehicle during periods of riot, strike or civil commotion; and any such use or operation of Vehicle enumerated in this sentence, whether or not Vehicle is damaged, is a use in violation of this Agreement.
11. Lessor provides coverage for persons using Vehicle with the permission of Lessor (and not otherwise) in accordance with the standard provisions of a basic automobile liability insurance policy, against liability for bodily injury, including death, and property damage arising out of use of Vehicle, with limits of liability of \$100,000 each person, \$300,000 each accident for bodily injury, including death, and \$25,000 each accident for property damage. A copy of said policy is available for inspection at the main office of Lessor on request. Lessor reserves the right, where permitted by law, to provide said coverage under a certificate of self-insurance in lieu of or in combination with an insurance policy. Permission to use Vehicle is expressly limited by Lessor as provided in paragraphs 7, 8 and 9 hereof. Lessor warrants that the coverage described in this paragraph 11 is primary as respects any other insurance available to Customer or other Authorized Drivers as above defined.
  12. Customer shall indemnify and hold harmless Lessor, its agents and employees, from and against all loss, liability and expense in excess of the limits of liability provided for in paragraph 11 as a result of bodily injury, death or property damage caused by or arising out of the ownership, maintenance, use or operation of Vehicle subject to this Agreement.
  13. Lessor shall not be liable for loss of or damage to any property left, stored, loaded or transported by Customer or any other person in or upon Vehicle (a) at any time, whether Vehicle then be in the physical possession of Customer, or Lessor, or anyone else, or (b) at any place, including without limitation any Lessor's garage or location, or (c) whether or not said loss or damage was caused by or related to the negligence or other fault of Lessor, its agents or employees. Customer hereby assumes all risk of such loss or damage and waives all claims against Lessor by reason thereof, and agrees to hold Lessor, its agents and employees, harmless from and to defend and indemnify them from and against all claims based upon or arising out of such loss or damage.
  14. Where rates do not include fuel, the vehicle shall be rented to Customer with full fuel tank(s) and is to be returned by Customer with full fuel tank(s). If Customer returns Vehicle with the fuel tank(s) less than full, Customer agrees to pay to Lessor as compensation for the failure to return Vehicle with full fuel tank(s), an additional rental (refueling service) in a sum equal to the prevailing retail price in the locality where Vehicle is returned for the number of gallons that the tank(s) is (are) short at the time of return.
  15. Customer assumes full responsibility for any additional expenses incurred by reason of a breakdown of Vehicle, whether or not causing a delay enroute, including but not limited to storage, forwarding costs and subsistence expenses.
  16. Customer shall pay for any mechanical damage to Vehicle caused by his failure to maintain adequate engine oil pressure, or by reason of any other neglect of necessary servicing or maintenance of Vehicle while under his custody or control.
  17. Customer shall obtain and pay for any necessary trip permits, licenses or special fees or taxes, required by any Federal, State, County or Local law, ordinance or regulation, as may be necessary by reason of Customer's driving Vehicle into or through any areas requiring such special permits, licenses, fees or taxes.
  18. Mileage shall be determined by reading factory installed odometer, except in Vehicles equipped with locally installed hubodometer. In which case the reading of the hubodometer shall control. Customer agrees that if the odometer or hubodometer, as the case may be, should fail to record mileage while Vehicle is in possession of Customer, the mileage shall be equitably determined by Lessor.
  19. If Customer shall fail to return Vehicle within three days after the time specified herein, such failure shall constitute an unauthorized taking, retention, use and operation of Vehicle; and Lessor may thereafter consider Vehicle as stolen and may (a) issue and circulate theft notices, (b) cause warrants to be issued for the taking into Custody of Customer, his agent or employee, and/or (c) take any other step which Lessor shall deem reasonable and necessary to recover Vehicle. Customer hereby releases Lessor from, and agrees to indemnify Lessor against, all claims for damages which Customer or any other party may sustain as a result of any action taken by Lessor under this paragraph.
  20. Customer is responsible for and shall pay all parking and traffic violations, unless due to Lessor's fault.
  21. No right of Lessor under this Agreement may be waived or modified except by a written instrument signed by the president or a vice president of Lessor.