

QWIKHITCH RENTAL CONTRACT

This Agreement is between you (Customer) and QwikHitch LLC (“Company”). The terms of this Rental Contract, along with the terms of Company's Terms & Conditions, Privacy Notice, and any other documents sent by Company, altogether constitute the entire Rental Agreement for the rental of the trailer, including all of its parts (Rental). By its signature hereto, Customer agrees to all terms and conditions of this Rental Agreement.

1. TRAILER

I understand that I do not own the Rental. No one other than the Company may transfer the Rental or any rights or obligations under this Agreement. Any attempted transfer or sublease by anyone other than the Company is void. No one may service or repair the Rental without the Company’s prior express approval. THE COMPANY MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR THAT THE RENTAL IS FIT FOR ANY PARTICULAR PURPOSE.

2. AUTHORIZED DRIVERS

An Authorized Driver, for purposes of this Agreement, is: 1) someone that possesses a driver’s license, driver’s privilege card, or other government issued driver’s card and is 21 years of age or older; and 2) has a good driving record as determined in Company's sole discretion.

3. LIABILITY PROTECTION

Customer's automobile liability insurance policy or a qualified self-insurance arrangement provides the Customer with the minimum limits of \$25,000 per person, \$50,000 per occurrence and \$25,000 for property damage as required by the State of Oklahoma; proof of at least such minimum coverage must be provided during the reservation process. In the event Customer intends to take the Rental outside of Oklahoma, proof of at least the minimum coverage as required by the foreign state(s) must be provided. The minimum coverage limits by state are available [here](#).

Customer indemnifies and holds the Company, its agents, employees, parent and affiliates harmless from and against any and all loss, liability, claim, demand, cause of action, attorney’s fees and expense of any kind (a “Loss”).

Company has no duty to defend Customer in any claim or lawsuit arising out of the Rental Agreement. Customer acknowledges and agrees that if any such claim is made or a lawsuit is filed, the Company may defend the claim or lawsuit at its sole discretion. In defending the claim or lawsuit, the Company may, at its sole discretion, make any settlements which the Company

considers advisable. Company has the exclusive right to hire, retain and direct its counsel of choice, if and when Company defends a claim or lawsuit hereunder.

4. CUSTOMER'S DUTY TO COOPERATE

In the event of an accident the Customer and/or any Authorized Driver is required to provide notice of the accident as soon as possible. Notice shall be provided to QwikHitch info@qwikhitch.com. Customer also agrees to fully cooperate with the Company in investigating and/or defending any claim or lawsuit. In the event of an accident the Customer and/or all Authorized Drivers agree to provide the Company with the name of their insurance company and also agree to fully cooperate with the Company in the presentation of claims, in any other aspect of the claims process, and report the accident to the Customer's and/or Authorized Driver's insurance company. The Customer and/or Authorized driver shall, as often as may reasonably be required, be present to any person designated by the Company for an examination under oath to assist in the investigation and timely disposition of claim or claim(s) of Company or of any third-party. The presentation of the requested examination under oath is material to the decision to enter into this Rental Agreement. This section applies to any remedy arising under this Rental Agreement.

5. NO-FAULT BENEFITS & UNINSURED/UNDERINSURED MOTORIST PROTECTION

Unless required by applicable law, the Company does not provide no-fault benefits, supplemental no-fault benefits, personal injury protection, UNINSURED/UNDERINSURED PROTECTION or other insurance, coverage or protection that is optional or can be waived or rejected, and Customer specifically waives and rejects all such benefits, protection, coverage and insurance. To the extent required by applicable law, the Company provides no-fault and/or UNINSURED/UNDERINSURED PROTECTION to Authorized Drivers and passengers, limited as follows: the Company's no-fault and/or UNINSURED/UNDERINSURED PROTECTION does not apply until after exhaustion of all other no-fault insurance and/or other protection available to the Authorized Driver and/or passenger(s) (no-fault, supplemental no-fault, personal injury protection, employer's insurance and/or any other protection or indemnification, whether primary, excess or concurrent), and then the Company's protection applies to the extent it is needed to meet, on a cumulative basis with all such other insurance and/or protection available to the Authorized Driver and/or passenger(s), the minimum benefits required by applicable law. To the extent applicable law requires that Company provide no-fault or

UNINSURED/UNDERINSURED PROTECTION/benefits other than as described above, they will not exceed the minimum benefits required by such law. In the event of coverage, Customer's duty to cooperate and the obligations set forth in section 4 applies.

6. CUSTOMER ACKNOWLEDGES THAT IT IS RESPONSIBLE FOR ANY AND ALL DAMAGE TO THE EQUIPMENT DURING THE RENTAL AGREEMENT.

7. EDR/ELECTRONIC DATA

Customer acknowledges and agrees that the Rental is equipped with telematics systems for data monitoring and recording. The Company reserves the right to obtain any and all such data. Customer provides express authorization and consent for the Company, or its authorized representative, to retrieve any available data during the term of the Rental Agreement for use in the event of an accident or other Loss.

In the event of an accident, Customer further agrees to preserve any personal device, mobile phone app, device from an insurance or cell phone carrier or any other device that may record vehicle or other related data.

8. SEATBELT USE

Customer agrees that not wearing a seatbelt while driving is dangerous and in the event of a crash is likely to lead to a serious injury or death. Customer agrees that a seatbelt will be worn at all times while towing the Rental. Customer agrees to ensure that any Authorized Driver is aware of, and complies with, this provision and that all passengers are also wearing seatbelts. Customer's agreement to do so is material to Company's decision to enter into this Rental Agreement. Customer's failure to comply with this paragraph is a material breach of this agreement. Customer agrees that failure to comply with this provision shall be admissible as evidence of negligence, breach of contract or for any other purpose in any lawsuit or arbitration arising out of this Rental Agreement.

9. TEXTING AND DISTRACTED DRIVING

Customer agrees that distracted driving is dangerous and that driving while distracted is likely to lead to an accident causing serious injury or death. Customer agrees not to use a hand held mobile phone while towing the Rental, and agrees not to text while towing the Rental. Customer's agreement not to do so is material to Company's decision to enter into this Agreement. Customer agrees to ensure that any Authorized Driver is aware of this provision and does not text while towing the Rental. Customer's failure to comply with this paragraph is a material breach of this agreement. Customer agrees that the following, absent use of a hands-free device, shall be admissible as evidence of negligence and/or breach of contract in any lawsuit

or arbitration arising out of this Rental Agreement: 1) that any driver towing the Rental was texting while driving; 2) that any driver towing the Rental was using a mobile phone.

10. PRIVACY POLICY

Company has adopted a Privacy Notice permitting limited use and disclosure of Customer's Personal Information, and is incorporated herein. Company's Privacy Notice is available at www.QwikHitch.com/privacy. Customer acknowledges and agrees to the terms and conditions of the Privacy Notice.

11. CUSTOMER PAYMENT OBLIGATION

I, _____, agree to pay all charges including but not limited to: rental charges, late fees and charges, surcharges, cleaning, incidental charges, damaged and missing Rental, any tickets, citations, tolls or towing fees, as well as any additional charges relating to this Rental Agreement.

I ACKNOWLEDGE THAT I WILL BE RESPONSIBLE FOR ANY AND ALL DAMAGE TO THE EQUIPMENT DURING THIS RENTAL.

Customer agrees that in the event of any of the foregoing in this Section 11, Company, or their agent, may charge the account (such as credit card) on file to cover any and all charges associated with this Rental Agreement. Customer further understands that failure to pay for all charges may result in QwikHitch LLC, or its assigns, reporting the Customer to one or more credit reporting or collection agencies.

Customer warrants that all the information provided to Company for the purposes of this Rental Agreement is true and correct. Customer acknowledges and agrees that any misrepresentation by Customer of any information provided to Company is a material breach of this Rental Agreement.

12. ARBITRATION - LIMITATION OF CUSTOMER'S RIGHTS

By reserving or commencing a rental transaction, Customer agrees arbitration of disputes as set forth in Company's stated Terms and Conditions for the Rental Agreement, which are incorporated herein. Company's Terms and Conditions are available at www.QwikHitch.com. Customer acknowledges and agrees to Company's Terms and Conditions.

13. RETURNING EQUIPMENT

Customer shall return the Rental to the specified location. Failure to do so may result in additional surcharges.

14. DAMAGE POLICY

Customer is responsible for any loss or damage to the Rental and Customer's deposit will be applied toward Rental damage.

15. CLEANING POLICY

Customer agrees to pay a cleaning fee if the Rental is not returned in as clean of a condition as when it was picked up. The determination as to the condition of the Rental shall be made by Company.

16. Customer indemnifies, defends, and holds harmless Company, its parents, affiliates, and employees, and each of them, against any and all claims, lawsuits and damages (including reasonable attorney fees) resulting from Customer's intentional or criminal acts. If Customer or an Authorized Driver incurs any citation, parking violation, moving violation or toll violation (Violation) in connection with the Rental Agreement, then Customer acknowledges and agrees that Customer will be financially responsible for all fines, charges and surcharges (including toll surcharges) associated with the Violation notwithstanding that the Violation may not have been issued directly to the Customer or Authorized Driver. If the Violation is not issued to the Customer or Authorized Driver and the issuing authority allows for the transfer of liability for a Violation to the Customer, Customer expressly authorizes Company or its agent to release Customer information to that authority for the purposes of transferring liability to the Customer. If the issuing authority does not allow for the transfer of liability for a Violation to the Customer, or the parties are unable to successfully transfer liability to the Customer, then Company and/or its agent may pay fines, charges, and surcharges and recover those amounts from the Customer. Customer agrees that any amounts paid by, or on behalf of, Company hereunder shall be applied to the account (such as the credit card) on file for the Rental Agreement. Customer agrees that it may be charged up to a \$30.00 service fee (in addition to any fines, charges, and surcharges associated with the Violation) as a result of any Violation paid by Company or its agent hereunder.
17. Customer authorizes Company, and its affiliates and agents, to contact Customer regarding the Rental Agreement at any provided email address or phone number (**including by text messages**). **Customer acknowledges text messaging charges may apply.**
18. Customer agrees not to hold Company liable for downtime, materials or any consequential or incidental damages resulting from the Rental Agreement, including failure of the Rental to operate properly.
19. Payment for all estimated charges is due at the time of rental by cash or credit card or other method acceptable to Company. Payment for additional charges is due at the completion of rental in the same manner. Customer agrees any charges that cannot be determined or that are not known to Company, or

affiliated entity, at the completion of the rental are payable by the Customer immediately upon receipt of an itemized invoice. Customer shall be responsible for any applicable federal, state or municipal compliance obligations, and pay any fees or taxes in conjunction with the Rental Agreement.

20. If Customer's check is returned unpaid due to insufficient or uncollected funds, Company may present it and an associated service fee electronically. Customer's check will not be provided to Customer for Customer's bank statement.
21. Customer acknowledges and agrees that any operation of the Rental outside of time agreed as stated is without Company's consent, and additional charges will be assessed. Customer's failure to return the Rental as herein agreed will incur damages. Customer expressly authorizes Company to apply any and all additional charges, including lost rental revenue, on the account (such as credit card) on file for the Rental Agreement.
22. Customer acknowledges and understands that the Rental is not water proof, only water resistant.
23. Customer expressly grants Company an equitable lien on any property transported by the Rental. Furthermore, as a result of this grant of lien, Customer expressly authorizes Company and its affiliates and agents to keep the property loaded to the Rental or to remove (or have another remove) the property from the Rental and place it in a certain storage area, at Customer's expense, and keep the property until payment by Customer of all outstanding amounts owed and associated with the Rental Agreement and/or property removal and/or property storage. Customer acknowledges and agrees that this lien and authorization is necessary to allow Company to secure payment for any outstanding amounts owed and associated with the rental, including additional time, mileage, Rental damage or loss, repair charges, and property removal and property storage charges.
24. Customer shall not, and Customer shall insure that its Authorized Drivers shall not, operate the Rental under the influence of alcohol, drugs, intoxicants or any other substance that can impair driving ability. Customer shall inspect Rental periodically. Customer shall not operate the Rental after observing any defect in the operation or safety of the Rental.
25. Customers shall not store or transport any firearms or any explosive, flammable, alcoholic, toxic, volatile, poisonous, dangerous or illegal substances or items, regardless of the manner in which it is stored or transported.
26. Customer shall not take the Rental outside of the United States. This includes temporary border crossings.

27. Customer shall not, whether individually or on behalf of another, use, facilitate or support the use of, the Rental or the QwikHitch™ trademark, and or the likeness of the same, in any television program, movie, web site or other electronic medium without the prior written consent of Company. Customer shall not, whether individually or on behalf of another, allow, facilitate or support, the disassembly or dismantling of the Rental or a component thereof.
28. This Rental Contract may not be changed or altered except in a signed writing.
29. Customer acknowledges and agrees that there is no refund for unused time of the Rental Agreement.
30. Customer acknowledges and agrees that Company may hold any reimbursable charges for up to 10 days after the Rental Agreement has been completed.
31. Customer agrees that Company reserves the right to substitute a reserved Rental for a different trailer of equal or greater value at no additional charge to Customer.
32. Customer agrees that if Company, or other affiliated entity, obtains information of 1) a material breach of this Rental Agreement by the Customer or any Authorized Driver, or 2) that the Rental is being used in violation of this Rental Agreement, or 3) that the Rental is being used in a manner that could reasonably impact the safety of the Customer, any Authorized Driver or the public, Company, or other affiliated entity, may immediately terminate this Rental Agreement. In the event of such a termination, Customer agrees to immediately return the Rental even if before the agreed-to return date and time.
33. Customer acknowledges and agrees to provide true and correct vehicle and hitch system information at the time of making a reservation or rental. Customer shall not change the tow vehicle listed on this Rental Agreement.
34. Customer warrants that they have watched, read and understood the written instructions provided by Company on attaching a trailer to their tow vehicle. Customer agrees to follow those instructions, which agreement to do so is material to Company's decision to enter into this Rental Agreement. Customer assumes full responsibility for properly attaching the Rental to the specified tow vehicle.