

**TRAILER RENTAL
AGREEMENT**

This rental agreement ("Agreement") is made effective as of _____, by and Home Federal Savings Bank, a Minnesota banking corporation (the "Company") and _____ a _____ resident ("Renter"). The parties agree as follows:

1. **Rental.** Pursuant to the terms and conditions set forth herein, Company shall provide the enclosed 12' cargo trailer (the "Trailer") for use by Renter.

2. **Use.** Renter may use the Trailer for moving, transporting, or relocating purposes only. The transportation or storage of any goods or things which may be deemed to be illegal under any federal or state law is strictly prohibited.

3. **Duration.** The rental period shall be from _____ to _____. Renter must return the Trailer to Company's office located at _____, _____, Minnesota, or other location specified by Company on the date and time specified in this Agreement and in the same condition Renter received the Trailer, except for ordinary wear. If the Trailer is returned after closing hours, Renter shall remain responsible for the safety of and any damage to the Trailer until Company inspects it upon Company's next opening for business.

4. **Driver's License.** Renter's shall be at least 25 years old and shall present at the time of rental, a driver's license issued by any state, territory or possession of the United States that is valid for the entire rental period:

5. **Fees.** Subject to the following; Renter's use of the Trailer shall be at no cost to Renter:

(a) Renter agrees to pay Company on demand for all charges due Company under this Agreement, including:

(i) Loss of or damage to the Trailer, which includes the cost of repair, or the actual cash value of the Trailer based on valuation methods accepted by the auto insurance industry on the date of the loss if the Trailer is not repairable, or if Company elects not to repair the Trailer;

(ii) Cleaning cost if the Trailer is not returned in the same condition rented; and/or

(iii) Actual expenses incurred by Company in locating and recovering the Trailer if Renter fails to return it or Company elects to repossess the Trailer under the terms of this Agreement.

(b) Renter must present at the time of rental a payment card (credit, debit or prepaid debit card) in Renter's name, which will be charged by Company upon the occurrence of any of the events set forth in Section 5(a). Eligible payment cards are American Express, Discover, MasterCard or Visa.

6. **Liability Insurance.** At the time of rental, Renter shall provide Company proof of vehicle liability, collision and comprehensive insurance covering Renter, Company, and the Trailer. Since Renter has auto liability insurance, Company provides no liability insurance. Renter is responsible for all damage or loss caused to others.

7. **Repossession.** This Agreement is a contract for the rental of the Trailer. Company may repossess the Trailer at Renter's expense without notice to Renter, if the Vehicle is abandoned or used in violation of law or this Agreement. Renter agrees to indemnify Company, defend Company and hold Company harmless from all claims, liability, cost and attorney fees incurred by Company resulting from, or arising out of, this rental and Renter's use of the Trailer. **Company makes no warranties, express, implied or apparent regarding the Trailer, no warranty of merchantability, and no warranty that the Trailer is fit for a particular purpose.**

8. **Responsibility or Damage or Loss; Reporting to Police.** Renter is responsible for all damage to the Trailer, missing equipment, and Company's administrative expenses connected with any damage claim, regardless of whether or not Renter is at fault. Renter is responsible for loss due to theft of the Trailer and all damages due to vandalism that occurs in connection with a theft, if Renter fails to exercise ordinary care while in possession of the Trailer. Renter is responsible for 'damage due to vandalism not associated with theft of the Trailer up to a maximum of \$500. Renter must report all accidents or incidents of theft or vandalism to the police as soon as Renter discovers them. Renter must report all accidents involving the Trailer to Company within 24 hours of occurrence.

9. **Personal Property.** Renter releases Company from all claims for loss of, or damages to; Renter's personal property or that of any other person, that was left or carried in the Trailer.

10. **Condition of Trailer.** Company shall provide the Trailer in clean and operating condition. Service to the Trailer or replacement of parts during the rental must have Company's prior approval. Renter must check and maintain tire air pressure during the rental period.

11. **Driving Restrictions.** The Trailer shall not be driven outside the Continental United States. The Trailer shall only be driven on paved roads.

12. **Waiver and Indemnification.** Renter, individually and on behalf of himself/herself, his/her personal representatives, heirs, successors and assigns, agree to hold harmless, defend, and indemnify Company from any and all claims, suits, or .causes of action by others for bodily injury, property damage, or other damages which may arise out of, result from, occur during, or are in any way connected with Renter's rental and use of the Trailer and any equipment related thereto, including claims arising from Company's or any other party's negligence.

RENTER AGREES THIS WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT IS TO BE CONSTRUED UNDER THE LAWS OF THE STATE OF MINNESOTA, USA; AND IF ANY PORTION HEREOF IS HELD INVALID, THE BALANCE HEREOF SHALL, NOTWITHSTANDING, CONTINUE IN FULL LEGAL FORCE AND EFFECT. RENTER. AGREES THIS AGREEMENT IS TO BE _CONSTRUED BROADLY TO PROVIDE A WAIVER, RELEASE AND INDEMNIFICATION TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW.

13. **Attorneys' Fees.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party or parties .shall be entitled to recover reasonable attorney's fees and all other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

COMPANY:

Home Federal Savings Bank

By: _____
Its: _____

RENTER:

Print Name

Renter's Address/Phone Number:

