

AGREEMENT OF RENTAL OF REFRIGERATED TRAILER

entered into between

The Lessor - **MAXICOOL CC** : CK2002/016519/23
Corner of Brug & Isotope Street,
Triangle Farm, Stikland,
Cape Town 7530

and

The Renter – (Company) : _____
(hereinafter referred to as “the Lessee”)

Print Name & ID No : _____

Destination of Trailer : _____

Drivers licence number: _____

Cell number: _____

Work number: _____

Email Address: _____

Physical Address : _____

Rental Period From _____ To : _____

Trailer Registration No _____

Rental Fee (VAT exempt) _____

Deposit (Refundable – see terms & conditions) _____

*** IT IS SPECIFICALLY NOTED THAT THE TRAILER IS NOT DESIGNED FOR OFF-ROAD CONDITIONS, AND THE LESSEE AGREES THAT ANY OFF-ROAD USE IS AT THE LESSEE’S SOLE DISCRETION AND RISK.**

**** FURTHER, THE UNIT MUST BE TURNED OFF DURING ANY POWER DROP, SURGE, OR POWER FAILURE, AND ONLY TURNED BACK ON WHEN A NORMAL STABLE POWER SUPPLY IS RESTORED.**

The lessor hereby leases to the lessee who whereby rents the trailer described above.

- **** Hire trailers must be returned by 12.00 noon on the agreed return date, otherwise additional daily rates will be charged. These additional charges will be deducted from the deposit.
- **** This Rental Agreement & Contract of Terms and Conditions is a document of 3 (three) pages, and each page must be undersigned by the lessee.

_____ Lessee (page 1)

Terms and Conditions of Rental Contract

1. UNDERSTANDING OF CONTRACT

1.1. In this agreement, unless otherwise indicated, the following terms apply:

- 1.1.1. "Claims admin. Fee"; a fee charged in all cases where a trailer is returned to Maxicool CC damaged;
 - 1.1.2. "Damages"; includes the expenditure in towing, transporting and storing the trailer, repairing any damage to the trailer (including tire and rim damage), replacing parts or accessories, the cost of an expert to inspect the collision damage and report thereon;
 - 1.1.3. "Extended period" means; any period spanning beyond the rental period on page 1 for which the trailer is not returned to Maxicool CC what ever reason;
 - 1.1.4. "Renting location" means; the Maxicool CC location from which the trailer was hired;
 - 1.1.5. "The contract" means; the lease contract (to which these terms and conditions have been annexed) issued by Maxicool CC to the lessee and signed by the lessee in respect of the trailer rented by Maxicool CC to the lessee and will have the effect of a legal binding contract between the parties and should be read with these standard terms and conditions;
 - 1.1.8. "The lessee" means; the person whose name is reflected on page 1;
 - 1.1.9. "The rental period" means; the period from the time and date the lessee takes possession of the trailer until it is returned to Maxicool CC as indicated on page 1;
 - 1.1.10 "The trailer" means; the trailer as described on above (including all tyres, equipment, accessories in and on the trailer when the lessee takes possession of the trailer) and includes any replacement trailer authorised by Maxicool CC whether or not such a replacement was authorised by the lessee;
 - 1.1.11. "Total loss" includes,
 - A) Damage such that the estimated cost of repairs, is in the opinion of Maxicool CC uneconomical in relation to the trailer and condition of the trailer; or
 - B) Damage that has been declared to be a total loss by Maxicool CC or any expert nominated by it;
 - C) Theft or total loss of the trailer;
 - 1.1.12. "Traffic fine admin." means an amount levied to administer any traffic fine/s received by the Lessee while renting the trailer;
 - 1.1.13. "Zone limit" means; the limit of 100km (by road) from the renting location.
- 1.2. The singular shall include the plural, the masculine shall include the feminine, natural persons shall include legal and juristic persons and vice versa.

2. RENTAL

The lessee hires the trailer from Maxicool CC, subject to the standard terms and conditions applicable at the time of rental.

3. TERMINATION

Maxicool CC may, at its sole discretion, terminate this agreement at any time by notice (verbal or in writing) to the lessee, notwithstanding anything to the contrary in this agreement, where upon the lessee shall return the trailer to Maxicool CC forthwith. The obligations of the lessee and the rights of Maxicool CC under this agreement shall continue in effect until the trailer has been returned to MaxicoolCC and the lessee has complied with all his/ her obligations.

4. DELIVERY AND RETURN

- 4.1. The trailer shall be regarded to have been delivered in good order and repair and without any damage. Any damage not reflected on the rental vehicle inspection of the contract and initiated by both parties will be regarded as new damage. The said damage will be for the account of the lessee as per the rental terms and conditions.
- 4.2. The lessee shall at his cost return the trailer to Maxicool CC at the agreed return time/date specified above.
- 4.3. The trailer shall be returned to Maxicool CC in the same condition as received, fair wear and tear excepted and at the location where the trailer was collected.
- 4.4. Maxicool CC, shall at its sole discretion, on the expiry of this contract be entitled to take possession of the trailer at any location or from whom so ever may be in possession. (Any costs incurred by MaxicoolCC to retrieve the trailer will be for the account of the lessee).
- 4.5. The trailer shall be returned to Maxicool CC no later than 12 noon on the last day of the rental agreement. Failure to do so will result in a late penalty fee of R500.00 as well as a daily charge.

5. RENTAL AND DEPOSIT

5.1. The rental paid by the lessee for the use of the trailer shall be;

- 5.1.1. The rental calculated for the whole of the rental period at the rates and on the basis specified on page 1 and paid in advance.
- 5.1.2. All charges for the services utilised by the lessee for the whole of the rental period as contemplated in the Contract including but not limited to the charges referred to on page 1 on completion of the agreement between the lessee and Maxicool CC.
- 5.1.3. There will be no cash refunds on trailers returned during the rental period. Should the lessee be dissatisfied with the rental trailer, the rental trailer may be exchanged at the discretion of Maxicool CC, should Maxicool CC have another trailer available, and there is just cause. This is subject to 48 hours notice and a administration fee of R150.00.
- 5.2. The lessee will pay a R4000.00 deposit in advance of taking possession of the trailer, as indicated on page 1.
- 5.3. The lessee's deposit shall only be returned by Maxicool CC once the rental trailer has been dropped off and undergone a full valet and trailer inspection. This will be done within 24 hours (during a working week (Monday to Friday between the hours of 8am and 3pm)) unless there is damage to the trailer and it is necessary to get quotes on repairing the damage. The deposit will only be returned once it has also been established that there is no damage to the vehicle, no outstanding traffic fines and or penalties due by the lessee. The lessee is to settle these fines/penalties in full before the deposit will be returned.
- 5.3.1. All traffic fines/penalties, etc incurred by the lessee during the rental period are subject to a administration fee of R150.00.

6. USE OF THE TRAILER

- 6.1. The lessee shall not exceed the maximum radius of 500km (by road) from the renting location with the trailer.
 - 6.2. At all times the lessee shall ensure that the trailer is being towed in accordance with the laws and regulations of South Africa, specifically, but not limited to Road Transportation Ordinance relating to towing of caravans and light trailers, and as specified in relevant Government Gazettes. It is also the lessee's responsibility to ensure that the towing vehicle is adequate for purpose.
 - 6.3. The lessee shall not use the trailer for any purpose or than the transportation or static storage of goods for which it was designed. The trailer may not be used in any area where there may be a risk or incidents of civil unrest.
 - 6.4. The lessee shall use the trailer with the correct tyre pressures, and shall use the refrigerated unit at the correctly specified voltage at all times. If any damage is detected on any part of the trailer or refrigerated unit, the lessee must contact Maxicool cc without delay.
 - 6.5. The lessee shall make adequate provision for the safety and security of the trailer, in particular, but without limiting the generality of the aforementioned, he shall keep the trailer properly secured and, at all times, in a safe condition and environment.
 - 6.6. MaxicoolCC will provide telephonic backup service providing the lessee has followed the terms and conditions agreed to in this agreement.
 - 6.7. The rental trailer may under no circumstances be used outside the borders of South Africa, unless it is specifically communicated to, and agreed in writing by a representative of Maxicool CC. Failure to comply with this will constitute a breach of agreement resulting in the Lessee's deposit being forfeited.
- No exceptions will be made.

7. THE DRIVER

- 7.1. During the rental period the trailer may not be towed by any person/s other than the lessee as driver of the towing vehicle..
- 7.2. The lessee warrants that the trailer will not be towed by himself or any other person whose blood alcohol concentration exceeds the limit permitted by any applicable law or regulation, or whilst under the influence of intoxicating liquor or narcotic and that he/she the driver of the vehicle will have a valid drivers licence, will comply with all applicable laws, and will comply in all respects with the provisions of this agreement.
- 7.3. If the trailer is towed by anyone other than the lessee as driver of the towing vehicle, then, without derogating from any rights or remedies which Maxicool CC may have, the lessee shall remain liable for all his obligations in terms of this agreement and he shall be liable to Maxicool CC as if he had been the driver of the towing vehicle.

8. LIABILITY FOR DAMAGE AND THEFT

- 8.1. The trailer shall be the sole risk of the lessee throughout the rental period.
- 8.2. The lessee shall be liable for any loss or damage to the trailer and any expenses incurred in recovering the trailer during the rental period whether or not the loss or damage is attributable to fault or negligence, including hail damage.
- 8.3. Accordingly the lessee shall pay Maxicool CC the costs of the repairs of the trailer or, if the trailer or any part of it has been stolen or damaged beyond economical repair, the fair market value thereof before damage occurred
- 8.4. The Lessee shall be solely responsible for any loss or damage to any third party person, vehicle, equipment, livestock or any other third party item during the rental period.
- 8.5. Notwithstanding anything in this agreement, Maxicool CC shall not be obliged to make any claim which Maxicool CC may otherwise have had against a third party for the recovery of any loss or damage to or in connection with the trailer.

9. BREACH OF AGREEMENT

- 9.1. Breach of this agreement occurs but is not limited to when;
 - 9.1.1. The trailer is not returned by the lessee as specified in 4.2.
 - 9.1.2. The trailer is towed by a vehicle driven by a person other than the lessee.
 - 9.1.3. The trailer is towed by a vehicle which is not legally authorised or compatible or suitable for such purpose.
 - 9.1.4. The towing vehicle is driven by any person without a valid drivers licence.
 - 9.1.5. The lessee breaches any material term or condition of this agreement.

10. RESPONSIBILITY AFTER LOSS OR DAMAGE TO VEHICLE

- 10.1. If during the rental period the trailer is damaged or any part of it stolen, the lessee shall take every precaution to safeguard the interest of Maxicool CC and do the following where appropriate.
 - 10.1.1. He shall notify Maxicool CC within 3 hours of the incident;
 - 10.1.2. He shall obtain the name/s and address/es of everyone involved and if possible witnesses.
 - 10.1.3. He shall not admit any responsibility or liability nor release any party from any liability nor settle any claim against or by any third party nor accept any disclaimer of any liability.
 - 10.1.4. He shall notify the police within 24 hours of the occurrence in question, and obtain a case number for the occurrence.
 - 10.1.5. He shall complete and furnish to Maxicool CC all information given to any third party within 24 hours of the occurrence.
 - 10.1.6. He shall make adequate provisions for the safety and security of the trailer.
 - 10.1.7. He shall co-operate fully with Maxicool CC in all ways relating to the occurrence.
 - 10.1.7. If the lessee is not the driver of the towing vehicle, then without derogating from the lessee's obligations in terms of 10. , The lessee shall procure that the driver complies with the provisions of 10.1.
 - 10.1.8. The lessee shall within 24 hours of receipt thereof furnish to Maxicool CC any notice of claim; demand or Summons which the lessee or driver of the towing vehicle may receive in connection to the trailer.

11. NON-LIABILITY

- 11.1. Neither MaxicoolCC nor any of its members, employees, servants, or agents shall be liable for any loss or damage, whether direct or indirect, consequential or otherwise arising from the rental by the lessee of the trailer, including and without limitation any defect or mechanical failure of the trailer or the failure of MaxicoolCC to detect defects or mechanical problems with the trailer and whether such loss or damage results from breach of contract or derelict which may be suffered by the lessee and/or any third party and/or passenger/s.
- 11.2. Maxicool CC, its members, employees, servants or agents are accordingly indemnified by the renter or his estate against any claim/s of any nature whatsoever and howsoever arising from any damages or loss which might be instituted against it, arising from the renting of the trailer contemplated in these terms and conditions.

12. GENERAL

12.1. This 3 page document contains the entire agreement between the parties regarding the matters contained herein and neither party shall be bound by any verbal undertakings, promises or the like not recorded herein and signed by or on behalf of the lessee and Maxicool CC.

12.2. The lessee authorises Maxicool CC to insert any particulars in the agreement, which are not known or unavailable at the time of signing or to rectify any bona fide errors in any fact, figure or calculation.

12.3. This agreement and all matters or disputes arising from it shall be governed in accordance with the laws of the Republic of South Africa.

12.4. The lessee is not entitled to cede any of the rights under this agreement or to sub-let or part with possession of the trailer, its parts, components or equipment or any part of it.

12.5. If MaxicoolCC institutes any legal proceedings against the lessee to enforce any of its rights under this agreement, it shall be entitled to recover from the lessee all the legal costs incurred.

12.6. If the lessee enters this agreement on behalf of any principal, disclosed and/or undisclosed, he shall be personally liable jointly and severally with the principal.

Basic Summary of Rental Conditions:

To rent a trailer from us we require the following: A R4000 refundable deposit, and the first trailer rental payment, all prior to collection.

Deposit: No deposit shall be returned until the rental trailer has been cleaned and inspected – Refer Clause 5.3 of Contract.

Loading: The Lessee must take note of the Tare & GVM of the hired trailer, and must never exceed the specified laden capacity. It is the lessee's responsibility to ensure loading is as evenly distributed as is practically possible.

Cleaning Cost : There is R250.00 charge for trailers not returned in a clean condition.

Return of the trailer for inspection: The rental trailer is to be returned to Maxicool CC premises before 12 noon on the return date as specified herein, and in the same clean condition as it was received. Should the rental trailer not be returned by 12h00 the lessee will be charged a late penalty fee as specified above.

Insurance : Please note that there is comprehensive insurance on the rental trailer within the borders of RSA, (not on any contents thereof) and it is the lessee's responsibility to cater for insurance of it's contents if the lessee deems it fit to do so. In the event of any damage or accident whilst on hire, the deposit or part thereof, will be utilised to offset all repair and replacement costs, or, in the event of an insurance claim by the Lessor, the deposit will be utilised to offset any excess cost.

Breakdown Coverage only applies within a radius of fifty kilometres by road from Maxicool CC premises, and covers the repair of the refrigeration unit only, in the event of unit's failure to operate, providing this failure to operate is not caused through abuse, misuse or negligence by the lessee, and if, and only if, "on site" repair is possible and available. All other breakdowns within the fifty kilometre radius are the responsibility of the lessee. If the rental vehicle is to be used out of the fifty kilometre radius it is done solely at the lessee's risk and the lessee shall take responsibility for all breakdown's including the refrigeration unit. At all times, fridge contents are at the lessee's sole risk and responsibility.

Call out charges: a R300.00 (minimum charge) and R8.00 per km will be charged for any call out breakdown, other than any failure of the refrigeration unit, all within a fifty kilometre radius of the Maxicool cc collection point.

Stickers: No signage or stickers may be removed from the rental trailer, nor any signage or stickers placed thereon by the lessee.

Emergency number: Call 0827735036 or 0761100126. Please leave a detailed message.

What to do in the event of an accident, breakdown or emergency: Call us immediately. Do not allow the trailer to be towed, unless authorised by Maxicool CC or it's representative. Otherwise Maxicool CC will arrange for the trailer to be towed. Fill in any necessary accident report form, and comply with all authorised instruction.

Please note: You have rented a specialised trailer. Should you encounter any problems with your rental trailer we will do our best to assist you as quickly as possible. Any mechanical problems can only be repaired when workshops are open.

We cannot assure you of an immediate replacement trailer. Maxicool CC accepts no responsibility for any damage to or loss of goods either transported or stored inside the rental trailer.

Our office hours are:

08h30 to 17h00 Monday to Friday.

Maxicool cc is closed on Sundays and Public Holidays.

I, the undersigned, being the Lessee, including for and on behalf of any passenger and or occupant of the towing vehicle and or any other entity from whatsoever source and nature or definition, being the Lessee of one refrigerated trailer, so more fully described in this Rental Agreement do hereby exonerate and declare blameless and hereby irrevocably indemnify and release Maxicool CC, the Lessor, together with all the members of the Close Corporation, the Agents, representatives or any other entity connected directly or indirectly or in any other manner whatsoever connected, to this Close Corporation, so mentioned herein and together all persons and/or entities connected to this Close Corporation directly or indirectly, from any damages by whatsoever definition and or injury and or physical disability sustained by virtue of towing the aforementioned trailer and or such damages sustained and or death and or physical disability from being a passenger and or otherwise of the towing vehicle. I further declare and hereby indemnify and release the Lessor and it's members, agents and or it's representatives from any traffic violations during the currency of this Rental Agreement. I hereby further release and forever discharge for myself, my heirs and my executors, administrators and assigns Maxicool CC and all of this Close Corporation's members and or Agents and or representatives from any claim, demands, damages and or actions and or suits at Law of whatsoever kind and nature, for or because of any matter or thing done and or not done, committed or suffered to be done and or not done and arising from the use of the said trailer by whomsoever. I understand that the hired trailer is a budget trailer offered at a budget price. I understand that no stickers may be removed off the hired trailer. Upon termination of the agreement, the lessor and lessee will conduct an additional inspection of the trailer, which can take up to 2 hours. The lessor, at the expense of the lessee, will repair any damage to the trailer that was not recorded during the initial inspection of the trailer. It is specifically agreed that the lessee shall not make any repairs to the trailer, whatsoever, without obtaining the prior permission of the lessor. I further declare I have not been induced to sign this discharge by any representative whatsoever made to me by Maxicool CC and that I have further read and understood the entire contents hereof notwithstanding in which language this indemnity and release is reduced to in writing and I further shall not be entitled to cancel this indemnity and release during the currency of the Rental Agreement for any reason whatsoever. I understand that failure to comply with the above mentioned will constitute a breach of agreement resulting in my deposit being forfeited. No exceptions will be made.

I, the lessee, have thoroughly read the terms and conditions of this 3 page agreement and I fully understand the contents hereof, and my obligations under this rental contract.

Dated this _____ day of _____ 2021.

Lessee _____

Lessor _____

For Maxicool CC