

**NORTH CAROLINA
DEPARTMENT OF VETERANS OF FOREIGN WARS
TRAILER CHECK-OUT AGREEMENT**

This borrower's agreement ("Agreement") is made effective as of _____, _____, by the North Carolina Department of Veterans of Foreign Wars, a nonprofit veterans service organization (the "NC VFW"), and _____ ("Borrower"). The parties agree as follows:

1. **Check-out.** Pursuant to the terms and conditions set forth herein, NC VFW shall provide the enclosed cargo Recruitment Trailer (the "Trailer") for use by Borrower.

2. **Use.** Borrower 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 check-out period shall be from _____ to _____. Borrower must return the Trailer to the NC VFW's office located at _____, North Carolina, or other location specified by NC VFW on the date and time specified in this Agreement and in the same condition Borrower received the Trailer, except for ordinary wear. If the Trailer is returned after normal business hours, Borrower shall remain responsible for the safety of and any damage to the Trailer until NC VFW inspects it during normal business hours.

4. **Driver's License.** Borrower shall be at least 25 years old, a member of the N.C. VFW Post, and shall present at the time of check-out, a driver's license issued by any state, territory or possession of the United States that is valid for the entire check-out period.

5. **Fees.** Subject to the following: Borrower's use of the Trailer shall be at no cost to Borrower:
 - a. Borrower agrees to pay the NC VFW on demand for all charges due 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 the NC VFW elects not to repair the Trailer;
 - ii. Cleaning cost if the Trailer is not returned in the same condition upon return;

- iii. Actual expenses incurred by the NC VFW in locating and recovering the Trailer if Borrower fails to return it or the NC VFW elects to repossess the Trailer under the terms of this Agreement; and/or;
 - iv. Damage to any personal property that belonging to the NC VFW contained in the Trailer (i.e. chairs, tables, rugs, signs, etc.).
6. **Liability Insurance.** At the time of check-out, Borrower shall provide the NC VFW proof of vehicle liability, collision and comprehensive insurance covering Borrower, the NC VFW, and the Trailer. The NC VFW provides no auto insurance coverage to the Borrower in the event of damage or loss. Borrower is responsible for all damage or loss caused to others.
7. **Repossession.** This Agreement is a contract for the check-out of the Trailer. The NC VFW may repossess the Trailer at Borrower's expense without notice to Borrower, if the Vehicle is abandoned or used in violation of law or this Agreement. Borrower agrees to indemnify the NC VFW, defend the NC VFW and hold the NC VFW harmless from all claims, liability, cost and attorney fees incurred by the NC VFW resulting from, or arising out of, this agreement and Borrower's use of the Trailer. **The NC VFW 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.** Borrower is responsible for all damage to the Trailer, missing equipment, and the NC VFW's administrative expenses connected with any damage claim, regardless of whether or not Borrower is at fault. Borrower is responsible for loss due to theft of the Trailer and all damages due to vandalism that occurs in connection with a theft, if Borrower fails to exercise ordinary care while in possession of the Trailer. Borrower is responsible for damage due to vandalism not associated with theft of the Trailer up to a maximum of \$1000. Borrower must report all accidents or incidents of theft or vandalism to the police as soon as Borrower discovers them. Borrower must report all accidents involving the Trailer to the NC VFW within 24 hours of occurrence.
9. **Personal Property.** Borrower releases the NC VFW from all claims for loss of, or damages to; Borrower's personal property or that of any other person, that was left or carried in the Trailer.
10. **Condition of Trailer.** The NC VFW shall provide the Trailer in clean and operating condition. Service to the Trailer or replacement of parts during the check-out period must have the NC VFW's prior approval. Borrower must check and maintain tire air pressure during the check-out period. Borrower must ensure that proper trailering equipment is used and employed during travel including: proper ball size, hitch/receiver,

safety chains, brake-controller, and trailer lights. Borrower shall ensure the towing vehicle has sufficient towing capacity for the Trailer prior to operation.

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.** Borrower, individually and on behalf of himself/herself, his/her personal representatives, heirs, successors and assigns, agree to hold harmless, defend, and indemnify the NC VFW 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 Borrower's check-out and use of the Trailer and any equipment related thereto, including claims arising from the NC VFW's or any other party's negligence.

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

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.

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

NC VFW: North Carolina Department of Veterans of Foreign Wars

By: _____ Title/Office: _____

BORROWER:

Print Name

Borrower's Address/Phone Number:

