

## CAA FREEZER TRAILER RENTAL AGREEMENT

This mobile storage lease agreement has been entered into on \_\_\_\_\_ by and between Community Agriculture Alliance (Lessor) and \_\_\_\_\_ (Lessee) for the rental of the freezer trailer described herein pursuant to the following terms and conditions:

### **RENTED UNIT**

Lessor hereby grants Lessee use of the CAA Mobile Freezer Trailer (Capacity: 6'2"H x 7W x 10'D)

### **TERMS & CONDITIONS**

#### ***TERM***

The Lessee shall have exclusive use of the unit commencing \_\_\_\_\_ until \_\_\_\_\_. Lessee assumes any and all liability for the rental unit and any and all liability connected with the use of the rental unit. Lessee understands that as soon as the trailer is connected to their vehicle, any and all damages to the trailer or damages caused by the trailer are the responsibility of the Lessee. The trailer is considered in perfect condition unless otherwise noted herein. The trailer must be returned clean.

#### ***RENT***

The Lessor requires no fee for use of this unit.

#### ***USE OF PREMISES***

The Lessee shall only use the unit for the following reasons: transfer of finished product from processor or other holding place. No live animals may be transported in this unit.

#### ***MAINTENANCE***

The Lessee shall return the trailer to the pickup location and plug it into power if they unplugged it originally.

#### ***SECURITY & LIABILITY***

The Lessee assumes all liability once the trailer is attached to their vehicle.

#### ***DAMAGES***

The Lessee agrees to be held solely responsible for any damages to the rented mobile unit beyond normal wear and tear, as defined by law.

Should damage beyond wear and tear be discovered, the Lessee agrees to pay for such damages in a reasonable time frame, but no later than 30 calendar days after written notice of the amount due by Lessor.

***LESSOR'S RIGHT OF TERMINATION***

The Lessor may terminate the contract if Lessee uses the unit for any reason not specified herein or if the Lessee uses the unit beyond the date and time specified herein.

***ATTORNEY FEES***

In the event of any legal action concerning this rental agreement, the losing party shall pay to the prevailing party reasonable attorney's fees and court costs.

***WAIVER***

Any waiver by either party of any breach of any provision of this rental agreement shall not be considered to be a continuing waiver or a waiver of a subsequent breach of the same or a different provision of this lease.

***SEVERABILITY***

The unenforceability of any provisions of this rental agreement shall not affect the enforceability of any other provision or provisions of this rental agreement.

***ENTIRE AGREEMENT***

This lease contains the entire agreement of the parties and may not be altered or amended except by mutual written agreement signed by all parties.

***APPLICABLE LAW***

This rental agreement shall be interpreted under the laws of the State of Colorado.

***VENUE***

Should any litigation arise for any reason under this rental agreement, the parties agree that the venue shall be in Routt County, Colorado.

***CONTACT INFORMATION***

Should notice or other contact be necessary, the parties to this agreement may be reached as follows:

Lessor Name: Meredith Rose, Community Agriculture Alliance

Phone: 970-879-4370

Address: PO Box 774134, Steamboat Springs, CO 80477

Email: meredith@communityagalliance.org

Lessee Name: \_\_\_\_\_

Phone: \_\_\_\_\_

**CAA FREEZER TRAILER RENTAL AGREEMENT**

Physical Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Email: \_\_\_\_\_

By signing below, both parties agree to the terms and conditions outlined above.

Signed and Dated \_\_\_\_\_]:

\_\_\_\_\_  
Meredith Rose, Community Agriculture Alliance

\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_