

## Trailer Use Contract

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

Destination: \_\_\_\_\_

Date: \_\_\_\_\_

Purpose: \_\_\_\_\_

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

### Check Out:

### Check In:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Time: \_\_\_\_\_

Time: \_\_\_\_\_

First Bank and Trust Company is pleased to offer another **free** benefit to our customers. We are excited to let you use our trailer for your moving needs. First Bank and Trust Company is helping our customers get where they need to go!

The trailer is primarily available, free of charge, to mortgage customers moving into a home financed by First Bank and Trust Company. It also may be made available as a convenience to certain customers with an approved task that can be accomplished within 48 hours from the date of trailer checkout. Exceptions may be made with an officer's approval and a donation toward a local charity of your choice.

### Required Items Prior to Check Out:

- \_\_\_\_\_ Copy of valid driver's license
- \_\_\_\_\_ Copy of current proof of Insurance with liability AND Comprehensive and Collision Coverage
- \_\_\_\_\_ 2 5/16" ball
- \_\_\_\_\_ Use a 7 prong round (not flat) electrical harness
- \_\_\_\_\_ Understanding that ONLY the person who presents the above items and signs the following legal release is permitted to pull the trailer.

### Required Items Prior to Each Use

### Required Items upon Return

- \_\_\_\_\_ Secure trailer hitch
- \_\_\_\_\_ Secure front jack wheel
- \_\_\_\_\_ Check brake lights & turn signals
- \_\_\_\_\_ Check ability to use side mirrors
- \_\_\_\_\_ Secure back door

- \_\_\_\_\_ Inspect outside of trailer
- \_\_\_\_\_ Inspect inside of trailer
- \_\_\_\_\_ Check brake lights & signals

Customer Initials \_\_\_\_\_

Use of First Bank and Trust Company's trailer is prohibited until you, the undersigned, have read, understand, and agree to the following legal items:

1. I, the undersigned, am not authorized or permitted to allow any other person to use the trailer who has not also signed this form and met the qualifications of First Bank and Trust Company.
2. In consideration for being allowed to use the trailer, the undersigned voluntarily assumes any and all risks, including injury to their person or property, now or in the future, which may be caused as a result of the undersigned's use of the trailer.
3. The undersigned fully and completely discharges First Bank and Trust Company and its directors, officers, employees, agents, shareholders, licensees, heirs, successors, administrators, assigns, insurers and other affiliates or affiliated parties of any nature or description, (all hereinafter referred to as the "Bank Parties") from any and all responsibility or liability associated with the undersigned's use of the trailer.
4. The undersigned agrees to hold the Bank Parties harmless from all claims of any kind or nature whatsoever which the undersigned or the undersigned's spouse, family members, heirs, assigns, successors or other related parties (including without limitation other parties that the undersigned allows to use the trailer) may have against the Bank Parties for, on account of, or by reason of, the undersigned's assumption of this risk and/or the undersigned's use of the trailer.
5. The undersigned covenants that the undersigned or anyone on the undersigned's behalf, shall not now or at any time in the future, directly, or indirectly, commence or prosecute any action, lawsuit, or other proceedings against the Bank Parties concerning, arising out of, or related to the actions, claims, and demands hereby waived, released, or discharged by the undersigned.
6. The undersigned will indemnify and defend the Bank Parties from and against any lawsuits, causes of action, or damages, including but not limited to, attorneys' fees and court costs, brought against the Bank Parties arising out of, or related in any way to the undersigned's use of trailer.
7. The undersigned has full power, authority, capacity and right without limitation to execute, deliver, and perform this Trailer Use Contract, including without limitation the release provided herein.
8. This Trailer Use Contract, including without limitation the release provided herein, is unconditional and shall be binding upon the undersigned and the undersigned's spouse, family, legal representatives, insurers, heirs, successors and assigns, and parents and/or guardians (if the undersigned is under 18) or anyone else claiming by or through the undersigned.
9. The undersigned agrees to return the trailer to First Bank and Trust Company in the same condition the trailer was provided to the undersigned. The undersigned hereby agrees to pay for all damages to the trailer, as First Bank and Trust Company deems fit, to return the trailer to its condition prior to the undersigned's use.
10. The undersigned acknowledges and agrees that the undersigned's use of the trailer is provided at no additional cost to the undersigned as a free benefit to approved customers of First Bank and Trust Company, including the undersigned. The undersigned further acknowledges and agrees that such use of the trailer constitutes good, valuable and sufficient consideration for the agreements made by the undersigned in this Trailer Use Contract, including the release provided herein.
11. The above has been carefully read by the undersigned and the undersigned fully understands its terms and voluntarily executes this release.
12. This Trailer Use Contract shall be governed by the laws of the State of Nebraska.

In summary, the undersigned:

- Agrees to return the trailer to First Bank and Trust Company in the same condition as it was received and pay for all damages First Bank and Trust Company deems fit to return it to its prior condition,
- Assumes all risk in using the trailer
- Discharges the Bank Parties (as defined above) of all risk
- Will not allow any other person to use the trailer.

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Signature of Authorized User

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Date