



Dearborn | Wixom | Gaylord | Warren  
[www.royaltrailersales.com](http://www.royaltrailersales.com)  
 (800) 678-7334



### PRE-OWNED TRAILER DISCLOSURE

Individual or Business Name: \_\_\_\_\_ (“Customer”)

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

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

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

Purchase Price: \_\_\_\_\_ (“Purchase Price”)

#### Trailer Information

Manufacturer:	Make:	Model:
Length:	Width:	Qty Axles:
Capacity:	Tire Size:	Floor Type:

#### Trailer Condition

Brakes: (measure ea. Axle in 32 <sup>nd</sup> )	
Tires: (tread depth in 32 <sup>nd</sup> )	
Wheel Type: (uni-mount, spoke, etc.)	
ABS Working Condition:	Yes <input type="checkbox"/> No <input type="checkbox"/>
Lights in Working Condition:	Yes <input type="checkbox"/> No <input type="checkbox"/>
Shock Condition:	Fifth Wheel Plate Condition:
Frame Condition: (cracks, rust, ever been broken?)	
Floor Condition:	Paint Condition (If Applicable):
Suspension Condition:	Bushing Condition:
Slack Condition:	Landing Gear Condition:
Reefer Unit Condition (If applicable):	Tarp Condition:
All Moving Parts In Working Order:	
Body or Trailer Damage to Note:	
Overall Condition:	
Trailer Meets All DOT Requirements: Yes <input type="checkbox"/> No <input type="checkbox"/>	



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In exchange for, and in reliance upon, the above and following disclosures made by Customer (collectively “Disclosures”), Royal Truck & Trailer Sales and Service, Inc. (“Royal”), has agreed to apply a trade value to, and/or purchase, the above-referenced pre-owned trailer (“Trailer”) from Customer for the Purchase Price:

- Disclosure 1: Customer represents and warrants the Trailer has passed, and is current with, all inspections applicable to the Trailer, including but not limited to all inspections performed and/or required by the United States Department of Transportation and/or the Michigan Department of Transportation;
- Disclosure 2: Customer represents and warrants none of the tires on the Trailer are below fifty percent (50%) of their useful life;
- Disclosure 3: Customer represents and warrants none of the brakes on the Trailer are below fifty percent (50%) of their useful life;
- Disclosure 4: Customer represents and warrants the anti-lock braking system is in good working order, which means it functions properly according to its nature and purpose;
- Disclosure 5: Customer represents and warrants the Trailer frame has never been broken; and
- Disclosure 6: (If Refrigerated Trailer) Customer represents and warrants the Trailer’s engine, compressor, evaporator, and condenser are in good working order, which means they function properly according to their nature and purpose.

Customer understands the accuracy of the Disclosures is material to, and an inducement for, Royal’s decision to apply a trade value to, and/or purchase, the Trailer for the Purchase Price. In the event Royal discovers any or all of the Disclosures are untrue, Customer shall immediately reimburse Royal the entire Purchase Price.

Customer agrees to indemnify, hold harmless, and defend Royal from and against any claim, action, loss, liability, expense, damage, and/or judgment, including litigation costs and actual attorney’s fees, which arises or results from the Trailer. In the event of any action by Royal to enforce Customer’s indemnity obligation, Royal shall be entitled to recover not only the underlying attorney’s fees and costs pursuant to the indemnity obligation, but also the attorney’s fees and costs incurred in connection with the enforcement action.

Customer agrees all transactions regarding the Trailer are deemed made in the State of Michigan and shall be governed by the laws of the State of Michigan. Customer agrees the exclusive venue for any and all disputes arising from or related to Trailer shall be the appropriate federal or state court in the State of Michigan.

UNDERSTOOD, AGREED, AND ACCEPTED:

CUSTOMER

By: \_\_\_\_\_

Its: \_\_\_\_\_