

EQUIPMENT RENTAL AGREEMENT

Agreement No: _____

Date: _____

Rental Company: _____

Renter / Lessee: _____

1. PARTIES TO THE AGREEMENT

This Equipment Rental Agreement ("Agreement") is entered into on the date specified on the title page by and between the Rental Company and the Renter (collectively referred to as the "Parties").

Rental Company
Company Name: _____
Business Address: _____
Contact Person: _____
Phone Number: _____
Email Address: _____

Renter
Renter Name: _____
Company Name: _____
Billing Address: _____
Phone Number: _____
Email Address: _____

2. EQUIPMENT INFORMATION

The Rental Company agrees to rent to the Renter the following equipment (the "Equipment") subject to the terms and conditions outlined in this Agreement.

ITEM DESCRIPTION	EQUIPMENT ID / SERIAL NO.	QTY	CONDITION	REPLACEMENT VALUE

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3. RENTAL PERIOD

Rental Start Date: _____

Rental End Date: _____

Rental Start Time: _____

Rental End Time: _____

Pickup Location: _____

Return Location: _____

4. RENTAL FEES AND PAYMENT TERMS

The Renter agrees to pay the Rental Company the fees indicated below. All fees are due prior to the release of the Equipment unless credit terms have been formally approved in writing.

Base Rental Fee: _____

Security Deposit: _____

Delivery / Pickup Fee: _____

Late Return Fee: _____

Additional Charges: _____

PAYMENT SUMMARY	
Subtotal	\$
Tax / VAT	\$
Delivery / Logistics	\$
Security Deposit	\$
Total Due	\$

5. EQUIPMENT CONDITION AND INSPECTION

The Parties acknowledge that the Equipment has been inspected prior to transfer. The Renter accepts the Equipment "as-is" and confirms it is in good operational condition unless otherwise noted.

Pre-Rental Inspection

- Structurally sound, no visible severe damage
- All required safety accessories present
- Fluids checked and topped off (if applicable)
- Operational test passed successfully
- Instruction manual provided

Post-Rental Inspection

- Returned free of new damage
- All accessories returned
- Cleaned and properly stored by Renter
- Operational check verified by Company
- Security deposit approved for release

Inspection Notes & Exceptions (Document any existing damage here prior to pickup):

Customer Acknowledgment: I, the Renter, acknowledge that I have inspected the Equipment described in Section 2, confirm that it is in good working order, and agree to return it in the exact condition it was received, subject to reasonable wear and tear.

Renter Signature: _____ **Date:** _____

6. AUTHORIZED USE

6.1 Proper Use. Renter agrees that the Equipment will be used solely for its intended, commercial, or personal purpose, in a safe and careful manner, and in strict compliance with all local, state/provincial, and federal laws, regulations, and ordinances.

6.2 Manufacturer Instructions. Renter shall strictly follow all manufacturer operating instructions, safety guidelines, load capacities, and regular maintenance procedures while the Equipment is in their possession.

6.3 Unauthorized Operators. Only authorized, properly trained, and (if required by law) licensed individuals shall operate the Equipment. Under no circumstances shall minors or individuals under the influence of drugs or alcohol operate the Equipment.

6.4 Transfer Restriction. The Equipment shall remain in the possession of the Renter at all times during the Rental Period. Under no circumstances shall the Renter sublease, lend, assign, or transfer the Equipment to any third party without the express prior written consent of the Rental Company.

7. DAMAGE, LOSS, AND THEFT

7.1 Renter Responsibility. Renter assumes all risk of loss, damage, or destruction of the Equipment from the time of pickup or delivery until the Equipment is returned and formally checked in by the Rental Company, regardless of fault.

7.2 Reporting Requirements. In the event of any damage, operational failure, or mechanical malfunction, Renter must immediately cease use of the Equipment and notify the Rental Company. Renter shall not attempt to repair the Equipment without written authorization.

7.3 Repair Costs. If the Equipment is returned damaged, Renter shall be fully responsible for the cost of any necessary repairs, assessed at current industry labor and parts rates. Such costs may be deducted directly from the Security Deposit, and any balance shall be invoiced to the Renter.

7.4 Replacement Obligations. If the Equipment is deemed a total loss, stolen, or damaged beyond economical repair, Renter shall be liable for the full Replacement Value as specified in Section 2 of this Agreement.

7.5 Theft Reporting Procedures. In the event of theft, Renter is legally obligated to file a police report within twenty-four (24) hours of discovering the theft and must provide a formal copy of the report to the Rental Company immediately. Renter remains responsible for daily rental fees until the police report is provided.

8. INSURANCE REQUIREMENTS

For commercial equipment, high-value machinery, or when otherwise required by the Rental Company, the Renter must maintain active liability and property insurance covering the Equipment during the entire Rental Period.

Insurance Provider: _____ **Coverage Amount:** _____

Policy Number: _____ **Expiration Date:** _____

Proof of insurance attached and verified by Rental Company.

9. INDEMNIFICATION AND LIABILITY

9.1 Assumption of Risk. Renter understands and acknowledges that the transport, operation, and use of the Equipment involve inherent risks, including but not limited to the risk of property damage, severe bodily injury, or death. Renter voluntarily assumes all such risks.

9.2 Indemnification. To the fullest extent permitted by law, Renter agrees to indemnify, defend, and hold harmless the Rental Company, its officers, employees, affiliates, and agents from and against any and all claims, liabilities, damages, losses, or expenses (including reasonable legal fees and court costs) arising out of or in any way connected to the Renter's possession, operation, transport, or use of the Equipment.

9.3 Limitation of Liability. The Rental Company shall not be liable for any indirect, incidental, special, punitive, or consequential damages, including loss of profits, loss of revenue, or business interruption, resulting from equipment failure, delayed delivery, or malfunction.

10. RENTAL WAIVER AND RISK ACKNOWLEDGMENT

Please read and initial each of the following statements to confirm your understanding and agreement:

10.1 I acknowledge that the operation of the Equipment involves inherent risks, including the risk of severe injury, property damage, or death, and I voluntarily assume all such risks associated with its use.

Initials: _____

Initials: _____

10.2 I certify that I am familiar with the safe and proper operation of the Equipment and possess any necessary licenses, certifications, or training required to operate it legally and safely.

10.3 I agree to conduct a visual and operational inspection of the Equipment prior to use each day and to cease operation immediately if the Equipment becomes unsafe, damaged, or operates irregularly.

Initials: _____

10.4 I understand that the Rental Company makes no warranties, express or implied, regarding the Equipment's fitness for a particular purpose, beyond its general operational capability.

Initials: _____

11. DEFAULT AND TERMINATION

11.1 Breach of Agreement. If Renter fails to pay any rental fees when due, fails to return the Equipment at the specified Rental End Time, or breaches any other provision of this Agreement, Renter shall be considered in default.

11.2 Early Termination. The Rental Company reserves the right to terminate this Agreement and demand immediate return of the Equipment if it determines, at its sole discretion, that the Equipment is being used unsafely, improperly, or in violation of the law.

11.3 Recovery of Equipment. Upon termination or default, the Rental Company may, without notice or legal process, peacefully enter any premises where the Equipment is located and physically repossess it. Renter agrees to cover all costs associated with such recovery.

11.4 Outstanding Payment Obligations. Termination of this Agreement shall not relieve the Renter of any outstanding payment obligations, late fees, or liability for damages incurred prior to the recovery of the Equipment.

12. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement and all matters arising out of or relating to it shall be governed by and construed in accordance with the laws of the State / Province of _____, Country of _____, without regard to its conflict of law principles. Any disputes arising from this Agreement shall be resolved through binding arbitration or in the appropriate courts located within said jurisdiction, and the prevailing party shall be entitled to recover its reasonable attorney's fees.

13. ADDITIONAL TERMS

The following additional terms, custom clauses, or special provisions apply to this Agreement:



14. SIGNATURES

By signing below, the Parties acknowledge that they have read, understood, and agreed to all terms and conditions contained within this Equipment Rental Agreement, including the Waiver and Risk Acknowledgment. This Agreement constitutes the entire understanding between the Parties and supersedes any prior oral or written agreements.

Authorized Representative (Rental Company)

Printed Name: _____

Title: _____

Date: _____

Renter / Lessee

Printed Name: _____

Title: _____

Date: _____

Witness (Optional)

Witness Signature

Printed Name: _____

Date: _____