

TR Rentals

Equipment Rental Agreement

This Equipment Rental Agreement ("Agreement") is effective as of the date of last signature ("Effective Date"), and is made between TR Rentals, a General Partnership organized under the laws of California, with offices at 5954 Hinds Rd. Oakdale CA 95361 and (Renter Name). Owner and Renter are hereinafter referred to as "Parties".

Renter. _____

Address. _____

Phone: _____

Owner rents to Renter and Renter rents from Owner, subject to the terms and conditions of this Agreement.

("Equipment")

1. **Term.** This Agreement shall commence on the Effective Date and remain in full force and effect until Equipment is returned to the Owner. Renter shall return the Equipment on _____ unless terminated earlier consistent with the terms herein.

2. **Payment.** Renter shall pay the following:

\$_____ per day/week/month for _____

\$_____ per day/week/month for _____

\$_____ per day/week/month for _____

and authorize Owner to charge the debit card or credit card on file with Owner an amount equal to all payments and fees due under this Agreement.

Renter shall also pay other charges in accordance with this Agreement due upon return of Equipment, to the fullest extent allowed by law, including but not limited to:

a) charges for optional services, if any;

b) applicable taxes;

c) loss of, or damage or repair to the Equipment, loss of use, diminution of the Equipment's value caused by damage to it or repair to it, and costs to enforce such charges including administrative fees for processing the claim and legal expenses;

d) a daily rate charge per day for late return of the Equipment or the highest amount allowable under law;

e) unless due to the fault of Owner, all fines, penalties, court costs and other expenses relating to the Equipment assessed against Owner or the Equipment during the rental Term;

f) all expenses Owner incurs due to Renter's failure to return the Equipment including costs in locating and recovering the Equipment;

i) all costs incurred to collect unpaid monies due; and

k) twenty-five dollars (\$25.00) or the maximum amount allowed by law, whichever is greater, for making payment with insufficient funds.

3. Security Deposit. In addition to the fees listed in Section 2, Renter shall pay a deposit of \$ _____ at the time this Agreement is signed. Owner may use the deposit to cover any amounts due under this Agreement.

4. Late Payment. If Renter fails to make any installment payment within _____ (INSERT #) days of the due date, Renter shall pay a surcharge of \$ _____ per _____ for late payments.

5. Location of Equipment. During the Term, Equipment shall be located at _____, unless expressly agreed otherwise in writing by Owner.

6. Care of Equipment. Equipment can only be used in a careful and proper manner and shall not be used in any way that is inconsistent with Owner's instructions or manuals.

7. Repair and Alterations. The costs of all repairs made during the Term shall be paid by Renter, including but not limited to labor, material, parts and other items. Equipment shall not be serviced or repaired and parts and accessories shall not be replaced without Owner's prior consent.

8. Insurance. Renter must carry insurance satisfactory to Owner equal to the value of the Equipment to ensure its full replacement, unless agreed otherwise in writing by Owner.

9. Restrictions on Use. Renter shall not:

- a) permit the Equipment to be used by any person who is not authorized to use such Equipment;
- b) operate or use the Equipment or permit it to be operated or used in violation of law;
- c) operate or use the Equipment or permit it to be operated or used to commit a violation of law; and/or
- d) operate, use, maintain or store the Equipment in a manner likely to cause damage to the Equipment.

10. Loss or Damage. Renter shall alert Owner to any damage to the Equipment. Renter shall be responsible for any loss or damage to Equipment and loss of use, diminution of the Equipment's value caused by damage to it or repair to it and missing equipment.

11. Condition of Equipment. The Condition of Equipment Checklist ("Checklist") attached is hereby incorporate by reference. Renter acknowledges that Renter has examined the Equipment and that it is in good condition except as otherwise specified in the Checklist. OWNER MAKES NO WARRANTY, EXPRESS OR IMPLIED, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, AND EXPRESSLY EXCLUDES AND DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

12. Return of Equipment. Renter shall return Equipment on the date specified in Section 1 in the same condition as Renter received it, except for normal wear and tear. Renter shall return the Equipment to the agreed return location. If Equipment is not returned on said date, Owner reserves the right to take any action necessary to regain possession of the Equipment.

13. Termination. This Agreement shall terminate on the date specified in Section 1. Owner reserves the right to terminate this Agreement earlier upon notice to Renter.

14. Indemnification and Liability. Renter shall indemnify, defend and hold harmless Owner from and against any claim, demand, cause of action, loss or liability (including attorney's fees

15. Ownership. Owner shall at all times retain ownership and title to the Equipment. Renter shall immediately notify Owner in the event Equipment is levied, has a lien attached or is threatened with seizure. Renter shall indemnify and hold Owner harmless against all loss and damages caused by such action. Equipment shall be deemed at all times to be personal property, whether or not it may be attached to any other property.

16. Waiver. No failure of Owner to exercise or enforce any of its rights under this Agreement shall act as a waiver of subsequent breaches; and the waiver of any breach shall not act as a waiver of subsequent breaches. Owner's acceptance of payment with knowledge of a default by Renter shall not constitute a waiver of any breach.

17. Severability. In the event any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, that provision will be enforced to the maximum extent permissible under applicable law, and the other provisions of this Agreement will remain in full force and effect. The parties further agree that in the event such provision is an essential part of this Agreement, they will begin negotiations for a suitable replacement provision.

18. Entire Agreement. This Agreement represents the entire understanding relating to the subject matter hereof and prevails over any prior or contemporaneous, conflicting or additional communications. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.

19. Assignment. Renter may not, without the prior written consent of Owner, transfer or assign this Agreement or any part thereof. Any attempt to do so shall be a material default of this Agreement and shall be void.

20. Headings. Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

21. Counterparts. This Agreement, and any amendment thereof, may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

22. Hours of usage - Rental period is for 24 hours but is limited to 8 hours of equipment run time. Run time in excess of 8 hours will result in an additional daily charge.

23. Equipment Fuel Gauge. Equipment is delivered with fuel tank full and shall be returned with a full tank. Renter to be charged \$8.00 per gallon should TR Rentals need to refill fuel tank up equipment return.

24. Cleaning Fee. Equipment will be returned clean (resembling the state of clean in which it was delivered) Should equipment not be clean; a cleaning fee will be assessed. Fee to be equivalent to standard 1 day rental charge. The fee for this contract to be _____.

Renter acknowledges receipt of a copy of this Agreement and acknowledges having read and understood the foregoing.

Equipment	Per Day	Days	Tax -7.875%	Delivery	Total	Fuel (\$8.00/gallon)

TR Rentals - _____ Date - _____

Renter - _____ Date - _____

Driver's license number - _____

Print Name - _____