

# EQUIPMENT RENTAL AGREEMENT

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This Equipment Rental Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[OWNER LEGAL NAME], a [STATE] [ENTITY TYPE / individual] with an address at [OWNER ADDRESS] ("**Owner**"); and

[RENTER LEGAL NAME], an individual or [ENTITY TYPE] with an address at [RENTER ADDRESS] ("**Renter**").

Owner and Renter are each a "**Party**" and together the "**Parties**."

**Recitals.** Owner owns certain equipment and is willing to rent it to Renter for a defined period, and Renter wishes to rent that equipment on the terms below. In consideration of the mutual promises below, the Parties agree as follows.

## 1. Equipment and Rental Period

**1.1 Equipment.** Owner rents to Renter the equipment described as [DESCRIPTION OF EQUIPMENT, including make, model, serial numbers, attachments, and accessories] (the "**Equipment**"), in the condition described in [EXHIBIT A / "the condition report below"].

**1.2 Rental period.** The rental period begins on [START DATE/TIME] and ends on [END DATE/TIME] (the "**Rental Period**"), unless extended or ended earlier under this Agreement.

**1.3 Extension.** Renter may request to extend the Rental Period by giving Owner written notice at least [NUMBER] days before it ends. An extension takes effect only if Owner agrees in writing, and the rental rate continues to apply during any extension.

**1.4 Delivery and return location.** Renter will take possession of the Equipment at [PICKUP LOCATION] and return it to [RETURN LOCATION]. If Owner delivers or retrieves the Equipment, the delivery and pickup fees are stated in Section 2.

## 2. Rental Charges and Deposit

**2.1 Rental rate.** Renter will pay a rental charge of [AMOUNT] per [hour / day / week / month], for a total estimated rental charge of [AMOUNT] in [CURRENCY] for the Rental Period.

**2.2 Payment.** Renter will pay [in advance / on the schedule in EXHIBIT B] by [METHOD]. Any additional charges (such as extensions, fuel, cleaning, or delivery) are due on return or on invoice.

**2.3 Security deposit.** Renter will pay a refundable security deposit of [AMOUNT] before taking possession. Owner may apply the deposit to unpaid charges, repair of damage beyond ordinary wear, cleaning, or late-return fees. Owner will return the balance of the deposit within the time and in the manner required by applicable law, with an itemized statement of any deductions.

2.4 **Late charges.** If the Equipment is returned after the Rental Period without an approved extension, Renter will pay a late charge of [AMOUNT per period] until the Equipment is returned, plus any actual loss Owner incurs.

2.5 **Taxes and fees.** Renter is responsible for applicable rental, sales, or use taxes and any permit fees associated with Renter's use of the Equipment.

### 3. Use of the Equipment

3.1 **Permitted use.** Renter will use the Equipment only for its intended purpose and in accordance with the manufacturer's instructions, applicable law, and any operating limits stated in [EXHIBIT A].

3.2 **Operators.** Only Renter and Renter's qualified, properly trained, and (where required) licensed personnel may operate the Equipment. Renter is responsible for the acts of everyone it allows to use the Equipment.

3.3 **Location and removal.** Renter will keep the Equipment at [USE LOCATION / "the job site identified by Renter"] and will not move it outside [STATE / agreed area] or transfer possession to anyone else without Owner's prior written consent.

3.4 **No alteration.** Renter will not alter, modify, or remove any serial number, safety device, or identifying mark from the Equipment.

3.5 **Compliance.** Renter will obtain any permits its use requires and will comply with all safety, environmental, and operating laws and regulations that apply to the Equipment and its use.

### 4. Maintenance, Damage, and Loss

4.1 **Condition at delivery.** The Parties will record the Equipment's condition, hours/meter reading, and fuel level at the start of the Rental Period in [EXHIBIT A]. Renter accepts the Equipment in that condition unless it notes objections at delivery.

4.2 **Routine care.** Renter will keep the Equipment clean, properly fueled and lubricated, and protected from misuse, and will perform routine operator-level care described in the manufacturer's instructions.

4.3 **Repairs.** Owner is responsible for repairs caused by ordinary wear or mechanical failure not caused by misuse. Renter is responsible for repairs caused by Renter's misuse, neglect, accident, or unauthorized use. Renter will not have the Equipment repaired by a third party without Owner's consent except in an emergency.

4.4 **Damage and loss.** Renter is responsible for loss of or damage to the Equipment during the Rental Period beyond ordinary wear, regardless of cause, except to the extent caused by Owner's defect or Owner's gross negligence. If the Equipment is lost, stolen, or damaged beyond repair, Renter will pay its fair replacement value as stated in [EXHIBIT A] or, if not stated, its fair market value.

4.5 **Notice.** Renter will notify Owner promptly of any damage, malfunction, accident, theft, or claim involving the Equipment.

### 5. Risk of Loss and Insurance

5.1 **Risk of loss.** Risk of loss for the Equipment passes to Renter on delivery and remains with Renter until the Equipment is returned to and accepted by Owner.

5.2 **Insurance.** Renter will maintain, at its expense, [general liability and property insurance covering the Equipment for its full replacement value], with Owner named as [additional insured / loss payee], and will provide proof of insurance on request. If Renter does not maintain required insurance, Renter bears the full risk of loss.

5.3 **Indemnity.** Renter will indemnify and hold Owner harmless from claims, losses, and reasonable expenses arising from Renter's use, possession, or operation of the Equipment during the Rental Period, except to the extent caused by Owner's defect, breach, or gross negligence.

## 6. Disclaimer and Limitation of Liability

6.1 **Disclaimer.** Except for the representations expressly stated in this Agreement, Owner provides the Equipment "**AS IS**" and disclaims all other warranties, express or implied, including merchantability and fitness for a particular purpose, to the fullest extent permitted by applicable law.

6.2 **Limitation.** Except for Renter's payment and indemnity obligations and a Party's gross negligence or willful misconduct, neither Party is liable for indirect, incidental, special, consequential, or punitive damages arising from this Agreement.

6.3 **Consumer rights preserved.** Nothing in this Agreement waives any non-waivable right that applicable consumer-protection law grants to Renter.

## 7. Return of Equipment

7.1 **Condition on return.** Renter will return the Equipment at the end of the Rental Period in the same condition as at delivery, ordinary wear excepted, clean and (where applicable) with the same fuel level and within reasonable meter/hours of use.

7.2 **Inspection.** Owner will inspect the Equipment on return and note any damage, missing items, cleaning, or fuel charges. The Parties will record the return condition in **[EXHIBIT A / "a return report"]**.

7.3 **Failure to return.** If Renter does not return the Equipment when due and does not respond to Owner's written demand within **[NUMBER]** days, Owner may treat the Equipment as lost, charge its replacement value, and pursue any remedy available at law, including recovery of the Equipment.

## 8. Default and Remedies

8.1 **Default.** Renter is in default if Renter fails to pay when due, breaches a material term, uses the Equipment in a prohibited way, or becomes insolvent.

8.2 **Owner's remedies.** On default, Owner may, after any notice required by applicable law, terminate this Agreement, repossess the Equipment by lawful means, apply the deposit, and recover unpaid charges, damages, and reasonable costs of collection and repossession permitted by law.

8.3 **Cumulative remedies.** Owner's remedies are cumulative and in addition to any remedy available at law or equity.

## 9. General Provisions

9.1 **Ownership.** The Equipment remains Owner's property at all times. This Agreement is a rental only and gives Renter no ownership or purchase right unless the Parties agree otherwise in writing.

9.2 **Governing law and venue.** This Agreement is governed by the laws of the State of **[STATE]**, without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in **[COUNTY, STATE]**.

9.3 **Assignment.** Renter may not assign this Agreement or sublet the Equipment without Owner's prior written consent.

9.4 **Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

9.5 **Entire agreement; amendment.** This Agreement, with its exhibits, is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

9.6 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

9.7 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date.

**OWNER**

**RENTER**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: **[TITLE / N/A]**

Title: **[TITLE / N/A]**

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

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

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