

EQUIPMENT RENTAL AGREEMENT

This Equipment Rental Agreement ("Agreement") is made on [date] between:

Owner: [Owner's full legal name or business name], of [address] ("Owner"), and

Renter: [Renter's full legal name or business name], of [address] ("Renter").

1. Equipment

Owner rents to Renter the following equipment, including listed attachments and accessories (the "Equipment"):

Item	Make and model	Serial or ID number	Replacement value
[item]	[make, model]	[serial]	[\$]
[item]	[make, model]	[serial]	[\$]

Hour meter or odometer reading at pickup: [reading, or "not applicable"]

Fuel level at pickup: [level, or "not applicable"]

2. Condition at Pickup

Owner and Renter inspected the Equipment together on [date and time]. Existing damage and wear: [describe, or "none noted"]. Photos taken at pickup ☐ are attached ☐ were exchanged by email or text on [date].

Owner states the Equipment is delivered in safe working order, with any operating manuals and safety instructions Owner has.

3. Rental Period

The rental starts on [date and time] and ends on [date and time] (the "Rental Period"). Renter may extend it only with Owner's written agreement (email or text is enough).

4. Rental Fees

Rate: [\$ amount] per ☐ hour ☐ day ☐ week ☐ month.

Estimated total for the Rental Period: [\$ amount].

Payment is due ☐ in full at pickup ☐ at return ☐ [other schedule].

Late return. If the Equipment is returned after the end of the Rental Period without an agreed extension, Renter will pay the same rate for the extra time, plus a late fee of [\$ amount].

Other charges. Delivery and pickup: [\$ amount or "none"]. Fuel not replaced: [\$ amount per gallon or "actual cost"]. Cleaning if returned unreasonably dirty: [\$ amount or "actual cost"].

5. Security Deposit

Renter will pay a deposit of [\$ amount] at pickup. Owner will return it within [number] days after the Equipment is returned, minus any unpaid fees and charges and the cost of repairing damage or replacing loss that Renter is responsible for under Section 8. Owner will give Renter an itemized list of any deductions. If those costs exceed the deposit, Renter will pay the difference within [number] days of receiving the list.

6. Use of the Equipment

Renter will:

- use the Equipment only for its intended purpose, within the manufacturer's limits, and in line with any instructions Owner provides;
- allow only these people to operate it: [names, or "Renter's trained employees"]. Operators must hold any license or certification the law requires for this Equipment;
- keep it at [site address or area] and not move it elsewhere without Owner's written consent;
- not sublet, lend or sell the Equipment, or allow any lien to attach to it; and
- follow all laws and safety rules that apply to its use.

7. Maintenance and Breakdowns

Owner is responsible for scheduled maintenance and for repairs caused by normal wear or defects. Renter is responsible for daily checks and for [fuel, fluids, greasing, or other daily care].

If the Equipment malfunctions, Renter will stop using it and notify Owner within [number] hours. Renter will not repair it or have it repaired without Owner's consent. If the breakdown was not caused by Renter, Owner will repair or replace the Equipment within a reasonable time or reduce the rental fee for the time it could not be used.

8. Loss and Damage

From pickup until the Equipment is returned to Owner, Renter is responsible for loss, theft and damage to it, other than normal wear and tear and problems caused by defects or by Owner. Renter will report any loss, theft or damage to Owner within [number] hours, and to the police in the case of theft.

Renter will pay the reasonable cost of repair, or if the Equipment cannot reasonably be repaired or is lost, its replacement value as listed in Section 1, less any insurance proceeds Owner receives for the same loss.

9. Insurance

- ☐ Renter will carry insurance covering the Equipment for its full replacement value while in Renter's care, and general liability insurance of at least [\$ amount] per occurrence, naming Owner as additional insured, and will give Owner proof before pickup.
- ☐ No insurance is required from Renter. Renter remains responsible under Section 8.

10. Indemnity

Each party will protect the other against third-party claims for injury or property damage to the extent caused by its own negligence, misconduct or breach of this Agreement. Nothing in this Agreement releases either party from liability for its own gross negligence or intentional misconduct.

11. Return

Renter will return the Equipment to [address] by the end of the Rental Period, clean, with [fuel level], and with all attachments and accessories. Owner and Renter will inspect it together at return where practical, and note any damage in writing or photos.

12. Ending Early

Renter may return the Equipment early; fees for the unused time ☐ will ☐ will not be refunded. Owner may end this Agreement and recover the Equipment on [number] hours' written notice if Renter uses it unsafely, breaks Section 6, or fails to pay, entering Renter's premises only as the law allows.

13. Ownership

The Equipment remains Owner's property at all times. Nothing in this Agreement gives Renter any right to buy it.

14. Notices

Notices must be in writing and sent by email, text or mail to:

- Owner: [phone, email, address]
- Renter: [phone, email, address]

15. General Terms

Entire agreement. This Agreement and its attachments are the entire agreement between the parties about the Equipment.

Amendments. Any change must be in writing and signed by both parties, except that an extension under Section 3 may be agreed by email or text.

Governing law. This Agreement is governed by the laws of the State of [State].

Severability. If any part of this Agreement is found invalid, the rest stays in effect.

Counterparts and electronic signatures. The parties agree this agreement may be signed electronically and in counterparts, and an electronic signature has the same effect as a handwritten one.

Signatures

Owner

Signature: _____

Name: [full name]

Date: [date]

Renter

Signature: _____

Name: [full name]

Date: [date]