



Equipment Rental Terms & Conditions

- 1 The Renter shall keep and maintain the rented equipment during the terms of rental at his cost and expense. The Renter will keep the equipment in a good state of repair, normal wear and tear excepted.
- 2 The Renter shall pay the Owner full compensation for replacement and/or repair of any equipment which is not returned because it is lost or stolen or any equipment which is damage and in need of repair to put it into the same condition it was in at the time of rental, normal wear and tear excepted. The Owners invoice for replacement or repair is conclusive as to the amount the Renter shall pay under this paragraph for repair or replacement.
- 3 If a term rental rate is charged by the Owner, rental charges are billed to the Renter for the full term even if the equipment is returned before the end of the term. If the equipment is not returned during or at the end of the term, then the rental charges shall continue on a full term basis for any additional term or portion thereof until the equipment is returned.
- 4 No allowance will be made for any rented equipment or portion thereof which is claimed not to have been used. Acceptance of returned equipment by the Owner does not constitute a waiver of any of the rights the Owner has under the rental agreement.
- 5 The Renter shall allow the Owner to enter Renters premises where the rented equipment is stored or used at all reasonable times to locate and inspect the state and confition of the rented equipment. If the Renter is in default of any of the terms and conditions of this agreement, the Owner , and his agents , at the Renters risk, cost and expense may at any time enter the Renters premises where the rented equipment is stored or used at all time and recover the rented equipment.
- 6 The Renter shall not pledge or encumber the rented equipment in any way. The Owner may terminate this agreement immediately upon the failure of Renter to make rental payments when due.
- 7 The Owner makes no warranty of any kind regarding the rented equipment, except that Owner shall replace the equipment with identical or similar equipment if the equipment fails to operate in accordance with the manufacturer's specifications and operating instructions. Such replacement shall be made as soon as practicable after Renter returns the non-conforming equipment.
- 8 Renter indemnifies and holds Owner harmless for all injuries or damage of any kind for repossession and for all conseqential and special damages for any claimed breach of warranty.

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The Renter shall pay all reasonable solicitors and other fees, the expenses and costs incurred by Owner in protecting its rights under this rental agreement and for any action taken by Owner to collect any amounts due the Owner under this rental agreement.

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These terms are accepted by the Renter upon delivery of the terms to the Renter or the agent or other representative of the Renter.

V2 Jan 2018