

EQUIPMENT RENTAL AGREEMENT

1. 1. Parties

This Equipment Rental Agreement (the "Agreement") is made effective as of [EFFECTIVE DATE] between [OWNER NAME], a [ENTITY TYPE] located at [OWNER ADDRESS] (the "Owner"), and [RENTER NAME], a [ENTITY TYPE OR INDIVIDUAL] located at [RENTER ADDRESS] (the "Renter"). The Owner and the Renter are referred to individually as a "Party" and together as the "Parties." The Renter contact responsible for the equipment is [RENTER CONTACT NAME AND PHONE], and notices to the Owner may be sent to [OWNER EMAIL AND PHONE]. Each Party represents that the person signing below has authority to enter into this Agreement.

2. 2. Equipment Rented

The Owner rents to the Renter the following equipment (the "Equipment"): [EQUIPMENT DESCRIPTION, e.g., make, model, year, serial or unit number, hour meter reading at pickup]. Included accessories, attachments, keys, manuals, and safety devices are: [ACCESSORIES LIST]. The declared replacement value of the Equipment for insurance and loss purposes is [REPLACEMENT VALUE]. Title to the Equipment remains with the Owner at all times, and this Agreement is a rental only, not a sale, a lease-purchase, or a security agreement. The Renter acquires no ownership interest and will not remove, alter, or cover any serial plate, identification mark, decal, or telematics device on the Equipment.

3. 3. Rental Period

The rental period begins on [START DATE AND TIME] and ends on [RETURN DATE AND TIME] (the "Rental Period"). Rental time accrues on a [RATE BASIS, e.g., 24-hour day, 7-day week, 28-day month] basis and continues to accrue until the Equipment is physically returned to [RETURN LOCATION] or retrieved by the Owner, regardless of whether the Renter is actively using it. The Renter may request an extension by contacting the Owner at least [EXTENSION NOTICE, e.g., 24 hours] before the scheduled return, and an extension is effective only when the Owner confirms it in writing. Early return does not entitle the Renter to a refund of any minimum rental charge of [MINIMUM RENTAL PERIOD].

4. 4. Rental Rates and Payment

The Renter will pay rental charges of [DAILY RATE] per day, [WEEKLY RATE] per week, or [MONTHLY RATE] per month, as elected at the start of the Rental Period. Additional charges may include delivery of [DELIVERY FEE], pickup of [PICKUP FEE], environmental or disposal fees of [ENVIRONMENTAL FEE], and applicable sales, use, or rental taxes. Rental charges for a period beginning on the pickup date are due in advance, and open-ended or monthly rentals are invoiced [INVOICE FREQUENCY] with payment due within [PAYMENT TERM, e.g., 10 days]. Amounts not paid when due accrue a late charge of [LATE FEE PERCENTAGE] per month or the maximum rate permitted by applicable law, whichever is less. The Renter authorizes the Owner to charge the payment method on file for all amounts due under this Agreement.

5. 5. Security Deposit

The Renter will pay a refundable security deposit of [DEPOSIT AMOUNT] before taking possession, or will authorize a hold in that amount on the payment method on file. The Owner may apply the deposit to unpaid rental charges, late return fees, fuel and cleaning charges, repair of damage beyond normal wear, and the replacement value of missing accessories. Within [DEPOSIT RETURN PERIOD, e.g., 14 days] after the Equipment is returned and inspected, the Owner will return the unused balance of the deposit together with a written, itemized statement

of any amounts withheld. The deposit is not a limit on the liability of the Renter and does not represent the maximum amount that may be charged. The deposit does not serve as payment for the final rental period unless the Owner agrees in writing.

6. 6. Delivery, Pickup, and Transport

The Equipment will be [DELIVERY METHOD, e.g., picked up by the Renter at the yard of the Owner / delivered by the Owner to the job site] at [DELIVERY ADDRESS] on [DELIVERY DATE]. If the Renter transports the Equipment, the Renter is responsible for using a suitable vehicle and trailer of adequate capacity, for proper loading, tie-down, and lighting, and for compliance with all weight, permit, and transport regulations. Risk of loss passes to the Renter when the Equipment is loaded for transport or delivered to the site, whichever occurs first, and returns to the Owner only when the Equipment is unloaded at the return location and accepted. If the Owner delivers or retrieves the Equipment, the Renter will provide safe, reasonable access to the site and a firm surface for unloading, and will bear the cost of any additional trip caused by an inaccessible site or an unavailable contact.

7. 7. Condition Inspection and Checklist

Before the Equipment leaves the possession of the Owner, both Parties will complete and sign the Equipment Condition Checklist attached as Exhibit A, recording the hour meter or odometer reading, fuel or fluid level, tire and track condition, attachments, safety guards, and any existing damage, together with dated photographs. The Renter acknowledges having inspected the Equipment, having received operating instructions and safety materials, and having found the Equipment in good working order and suitable for the intended use, except as noted on the checklist. On return, the Parties will repeat the inspection using the same checklist. If the Renter is not present at the return inspection, the inspection performed by the Owner is conclusive absent clear error, and the Owner will send photographs and an itemized damage statement to the Renter within [RETURN INSPECTION NOTICE, e.g., three business days].

8. 8. Permitted Use and Operator Requirements

The Equipment will be used only for [PERMITTED USE DESCRIPTION] at [JOB SITE OR USE LOCATION] and only by operators who are at least [MINIMUM OPERATOR AGE] years old, adequately trained, and where required by law properly licensed or certified for the Equipment. The Renter will ensure every operator reads the operator manual and follows all manufacturer instructions, guarding requirements, and applicable workplace safety rules. The Renter will not move the Equipment outside [GEOGRAPHIC LIMIT, e.g., a 50-mile radius of the job site, or the State of X] without prior written consent of the Owner. The Renter is responsible for locating and avoiding underground utilities, for obtaining any permits required for the work, and for supervising all persons who operate or work near the Equipment.

9. 9. Prohibited Uses

The Renter will not: sublease, rent, loan, pledge, or otherwise transfer possession of the Equipment to any third party; operate the Equipment beyond its rated capacity, speed, or duty cycle; operate the Equipment at any location other than [APPROVED SITE ADDRESS]; use the Equipment for any unlawful purpose or in any manner that voids the manufacturer warranty; allow any operator who is impaired by alcohol, cannabis, prescription medication, or any other substance to use the Equipment; remove, disable, or bypass any guard, interlock, alarm, or safety device; make alterations, modifications, welds, or attachments without written consent of the Owner; use the Equipment in a location that is submerged, contaminated, corrosive, or explosive without prior written approval; or continue operating the Equipment after any malfunction, warning light, or unusual noise appears. Any prohibited use is a material breach that allows the Owner to repossess the Equipment immediately and makes the Renter responsible for all resulting loss.

10. 10. Maintenance, Fuel, and Consumables

The Owner is responsible for major mechanical repairs and scheduled service that result from normal wear, provided the Renter reports the issue promptly. The Renter is responsible for daily operator maintenance, including checking and topping fluid and oil levels, greasing fittings, cleaning filters and radiators, monitoring tire or track condition, and keeping the Equipment clean and secure. The Renter will return the Equipment with the same fuel level recorded at pickup, or will be charged [FUEL RATE] per gallon plus a refueling service fee of [REFUELING FEE]. Equipment returned excessively dirty is subject to a cleaning charge of [CLEANING FEE]. The Renter will not perform or authorize any repair costing more than [REPAIR APPROVAL THRESHOLD] without written approval of the Owner, and will use only the Owner or an authorized service provider for warranty-covered work.

11. 11. Damage, Loss, and Theft

The Renter assumes all risk of loss, theft, vandalism, fire, weather damage, and physical damage to the Equipment from the moment possession transfers until the Equipment is returned and accepted, regardless of fault and regardless of who was operating it. The Renter will report any accident, theft, or damage to the Owner within [DAMAGE NOTICE PERIOD, e.g., 24 hours] and will file a police report for any theft or vandalism. For repairable damage, the Renter will pay the actual cost of repair plus loss of rental revenue at the applicable rate for the reasonable period the Equipment is out of service, not to exceed [LOSS OF USE CAP, e.g., 30 days]. If the Equipment is destroyed, stolen, or not returned, the Renter will pay the declared replacement value stated in Section 2, less any insurance proceeds actually received by the Owner. Normal wear from proper use is not chargeable damage.

12. 12. Insurance Requirements

Throughout the Rental Period the Renter will maintain, at its own expense, commercial general liability insurance of at least [LIABILITY COVERAGE AMOUNT, e.g., \$1,000,000 per occurrence], physical damage or inland marine coverage on rented equipment for at least the declared replacement value, and any workers compensation and automobile liability coverage required by law. The policies will name the Owner as an additional insured and loss payee as its interest appears, and will provide that coverage is primary and non-contributory. The Renter will deliver a certificate of insurance before taking possession, and will notify the Owner of cancellation or material change. If the Renter fails to provide acceptable proof of insurance, the Owner may require a damage waiver charge of [DAMAGE WAIVER FEE] per rental period, which is not insurance and does not cover theft, misuse, overloading, or any prohibited use.

13. 13. Late Return, Default, and Repossession

Equipment returned after the scheduled return time accrues rental at the applicable rate plus a late return fee of [LATE RETURN FEE] per [LATE FEE PERIOD], and the Renter is responsible for any documented loss the Owner suffers from being unable to fulfill a subsequent reservation. The Renter is in default if it fails to pay when due, returns the Equipment damaged and disputes payment, breaches any use restriction, becomes insolvent, or if the Equipment is seized or placed at risk. On default, the Owner may, to the extent permitted by applicable law, terminate this Agreement, declare all amounts immediately due, and enter the premises where the Equipment is located during reasonable hours to retake possession without breach of the peace, and the Renter will pay all reasonable costs of recovery. Equipment not returned within [CONVERSION PERIOD, e.g., 72 hours] of written demand may be reported as stolen.

14. 14. Disclaimer of Warranties, Indemnification, and Assumption of Risk

Except for the Owner obligation to deliver the Equipment in working order as recorded on the condition checklist,

the Equipment is rented AS IS, and the Owner disclaims all other warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose. The Renter accepts the Equipment on that basis and assumes all risks associated with its operation, including risk of injury to persons and property at the site. The Renter will defend, indemnify, and hold harmless the Owner and its personnel from all claims, damages, penalties, and reasonable attorney fees arising from the possession, transport, operation, or use of the Equipment during the Rental Period, except to the extent caused by the gross negligence or willful misconduct of the Owner. Neither Party is liable to the other for indirect, incidental, or consequential damages, including lost profits or project delay costs, and the total liability of the Owner under this Agreement will not exceed [OWNER LIABILITY CAP, e.g., the total rental charges paid for the Equipment].

15. 15. Governing Law and General Provisions

This Agreement is governed by the laws of the State of [GOVERNING STATE], without regard to its conflict of laws rules, and any dispute will be brought exclusively in the state or federal courts located in [VENUE COUNTY AND STATE]. The prevailing Party in any proceeding to enforce this Agreement may recover reasonable attorney fees and costs. This Agreement, with its exhibits and any signed extensions, is the entire agreement of the Parties regarding the Equipment and replaces all prior quotes and conversations; amendments must be in writing and signed by both Parties. The Renter may not assign this Agreement or its rights without written consent of the Owner. If any provision is unenforceable, the remainder stays in effect and the provision will be narrowed only as far as necessary, and a failure to enforce a right on one occasion does not waive it later.

16. 16. Signatures

By signing below, each Party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms as of the Effective Date. OWNER: [OWNER NAME]. Signature: _____. Printed Name: [OWNER SIGNER NAME]. Title: [TITLE]. Date: [DATE]. RENTER: [RENTER NAME]. Signature: _____. Printed Name: [RENTER SIGNER NAME]. Title: [TITLE]. Date: [DATE]. The Renter separately acknowledges the condition checklist in Exhibit A: Initials: _____. This Agreement may be signed in counterparts, and electronic signatures have the same effect as original signatures.

17. Disclaimer

This template is provided for general informational purposes only and is not legal advice. Rental law, permitted late fees, damage waiver rules, self-help repossession rights, and consumer protection requirements vary by state and by the type of equipment involved. Review and adapt this document for your own facts, and consult a licensed attorney and your insurance broker before relying on it for high-value equipment. Use of this template does not create an attorney-client relationship with ScanContract.