

TOOL RENTAL AGREEMENT

1. 1. Parties

This Tool 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], located at [RENTER ADDRESS] (the "Renter"). The Renter identification presented at pickup is [ID TYPE AND NUMBER], issued by [ISSUING AUTHORITY]. Contact information for the Rental Period is [RENTER PHONE AND EMAIL] and [OWNER PHONE AND EMAIL]. The Renter represents that it is at least [MINIMUM RENTER AGE] years old, that the information provided is accurate, and that the person signing below is authorized to bind the Renter, including where the Renter is a business.

2. 2. Tools Rented

The Owner rents to the Renter the following tools (the "Tools"), each listed on the rental ticket attached as Exhibit A with unit number, description, rate, and replacement value: [TOOL LIST, e.g., rotary hammer unit 4412, concrete saw unit 8830, generator unit 1207]. Accessories, cases, chargers, batteries, blades, bits, hoses, cords, and manuals issued with each Tool are itemized on the same ticket. The aggregate declared replacement value of the Tools is [TOTAL REPLACEMENT VALUE]. Title to the Tools 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 will not remove or deface any unit number, ownership tag, or safety label on any Tool.

3. 3. Rental Period and Rental Clock

The Rental Period begins when the Tools leave the counter on [START DATE AND TIME] and ends when they are physically returned to [RETURN LOCATION] on [RETURN DATE AND TIME]. Rental time is charged on a [RATE BASIS, e.g., 4-hour, 24-hour, weekly, or 4-week] basis and accrues continuously whether or not the Tools are actually in use, including weekends, holidays, and days lost to weather, unless the Owner is closed and the Tools are returned at the next opening. The minimum charge is [MINIMUM CHARGE] per Tool. The Renter may extend by contacting the Owner before the scheduled return, and an extension is effective only when confirmed by the Owner. Tools returned after the scheduled time are charged the applicable rate plus a late fee of [LATE FEE] per [LATE FEE PERIOD].

4. 4. Rates, Deposit, and Payment

The Renter will pay the rates listed on the rental ticket, plus applicable taxes, any environmental or shop supply fee of [SHOP FEE], and any delivery charge of [DELIVERY FEE]. A refundable deposit of [DEPOSIT AMOUNT] is due at pickup, or the Renter authorizes a hold in that amount on the payment method on file. The Owner may apply the deposit to rental charges, late fees, fuel, consumables, cleaning, missing accessories, and repair or replacement of damaged Tools, and will return the unused balance with a written itemization within [DEPOSIT RETURN PERIOD, e.g., 10 days] of return and inspection. Rental charges are due on return or, for open accounts, within [PAYMENT TERM, e.g., 15 days] of invoice, with a late charge of [LATE FEE PERCENTAGE] per month or the maximum permitted by applicable law, whichever is less. The Renter authorizes the Owner to charge the payment method on file for all amounts arising under this Agreement.

5. 5. Condition Inspection and Checkout Checklist

At pickup the Parties will complete the Tool Condition Checklist on the rental ticket, confirming for each Tool that the housing, cord, plug, guard, trigger lock, chuck, blade, battery, and case are present and in working condition, and noting any existing damage or wear, with photographs where the value warrants. The Renter acknowledges

having examined each Tool, having been shown its operation, and having found it in good working order and fit for the intended use, except as noted. The Renter will test each Tool before beginning work and will report any defect to the Owner immediately rather than continuing to use it. 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 provide photographs and an itemized statement within [RETURN INSPECTION NOTICE, e.g., three business days].

6. 6. Safety, Training, and Personal Protective Equipment

The Renter acknowledges that the Tools can cause serious injury or death if misused, and confirms that every person who will use a Tool is trained and competent to do so and has read the operating and safety instructions supplied with it. The Renter will use appropriate personal protective equipment for each Tool, including [REQUIRED PPE, e.g., eye protection, hearing protection, respiratory protection for cutting or grinding, cut-resistant gloves, and hard-toe footwear], and will follow all guarding, dust control, and silica exposure requirements applicable to the work. The Owner will provide operating instructions and, on request, a demonstration at pickup, but the Owner does not supervise the work and does not warrant that any Tool is suitable for the particular application chosen by the Renter. No person under [MINIMUM OPERATOR AGE] years old and no person who is impaired may operate any Tool. The Renter will not use a Tool with a damaged cord, missing guard, or defeated safety switch under any circumstances.

7. 7. Permitted Use and Prohibited Uses

The Tools will be used only for [PERMITTED USE DESCRIPTION] at [WORK SITE ADDRESS] and only in the manner described in the manufacturer instructions. The Renter will not: sublease, lend, or transfer possession of any Tool to a third party; use a Tool beyond its rated capacity, duty cycle, or intended material; operate a Tool in wet, flooded, or explosive environments unless it is rated for that use; remove or bypass any guard, dead-man switch, or safety interlock; alter, repaint, drill, or modify any Tool; use a Tool as a pry bar, hammer, or jack unless it is designed for it; connect a Tool to a power source of the wrong voltage or an undersized extension cord; run a fuel-powered Tool indoors or in an unventilated space; or continue operating a Tool after it smokes, sparks, binds, overheats, or produces an unusual noise or smell. Any prohibited use is a material breach that makes the Renter responsible for all resulting damage and injury.

8. 8. Consumables, Blades, and Wear Items

Consumable and wear items are the responsibility of the Renter and are charged at cost or at the rates listed on the rental ticket, including [CONSUMABLE LIST, e.g., saw blades, abrasive wheels, drill and core bits, chisels, sanding media, chains, nails and fasteners, filters, string and line, fuel, oil, and gas-oil mix]. Blades and bits issued with a Tool are measured or weighed at pickup and again at return, and the Renter pays for the usage or damage measured, at [BLADE WEAR RATE] per unit of wear or at replacement cost if the item is chipped, cracked, glazed, or damaged by contact with the wrong material, rebar, or fasteners. Batteries and chargers must be returned with the Tool and are charged at [BATTERY REPLACEMENT COST] and [CHARGER REPLACEMENT COST] if missing. The Owner is responsible for normal service, sharpening intervals, and wear items that fail from ordinary use rather than from misuse.

9. 9. Fuel, Cleaning, and Return Condition

Fuel-powered Tools are supplied with a fuel level of [START FUEL LEVEL] and must be returned at the same level with the correct fuel or fuel-oil mixture. Fuel not replaced is charged at [FUEL RATE] per gallon plus a service fee of [REFUELING FEE], and using the wrong fuel or mix ratio is the responsibility of the Renter including the cost of any resulting engine repair. Tools must be returned reasonably clean and free of concrete,

mortar, mud, adhesive, paint, and debris; Tools returned requiring cleaning are charged at [CLEANING FEE] per Tool or at actual labor cost, whichever is greater. Tools used to cut or mix cementitious material must be rinsed before the material cures. All accessories, cases, manuals, cords, and hoses must be returned with the Tool, and missing items are charged at the replacement values on the rental ticket.

10. 10. Damage, Loss, and Theft

The Renter assumes all risk of loss, theft, vandalism, fire, and physical damage to the Tools from the moment they leave the counter until they are returned and accepted, regardless of fault. The Renter will report any theft, loss, or damage to the Owner within [DAMAGE NOTICE PERIOD, e.g., 24 hours] and will file a police report for theft or vandalism. For repairable damage the Renter will pay the actual cost of parts and labor plus loss of rental revenue at the applicable rate for the reasonable repair period, not to exceed [LOSS OF USE CAP, e.g., 14 days]. For a Tool that is lost, stolen, destroyed, or not returned, the Renter will pay the replacement value listed on the rental ticket, less any insurance proceeds actually received by the Owner. Ordinary wear from proper use is not chargeable, but burned motors, stripped gears, cracked housings, bent shafts, and damage from wrong-material cutting are treated as misuse.

11. 11. Insurance or Optional Damage Waiver

The Renter will maintain, at its own cost, general liability insurance of at least [LIABILITY COVERAGE AMOUNT] and property coverage adequate to cover the replacement value of the Tools while in its possession, and will provide a certificate on request. Alternatively, the Renter may accept an optional damage waiver of [DAMAGE WAIVER PERCENTAGE OR FEE], which is not insurance and which, if accepted, waives the right of the Owner to recover certain accidental damage but expressly does not cover theft, loss, mysterious disappearance, damage from misuse, overloading, wrong material, lack of lubrication or fuel, cleaning, consumables, or any prohibited use. Acceptance or declination of the waiver is recorded by initials on the rental ticket. Where the Renter is a business, the Renter also warrants that it carries workers compensation coverage as required for anyone who will use the Tools.

12. 12. Late Return, Default, and Repossession

The Renter is in default if it fails to return any Tool at the scheduled time, fails to pay any amount when due, provides false identification or contact information, or breaches any use restriction. On default the Owner may terminate this Agreement, declare all amounts immediately due, and, to the extent permitted by applicable law and without breach of the peace, enter the site or premises where the Tools are located during reasonable hours to retake possession, with all reasonable recovery costs charged to the Renter. Tools not returned within [CONVERSION PERIOD, e.g., 72 hours] after written demand may be reported to law enforcement as unlawfully retained, and the Renter will be charged the replacement value in addition to accrued rental. The Owner may refuse future rentals to any Renter in default.

13. 13. Disclaimer of Warranties and Assumption of Risk

Except for the obligation of the Owner to deliver each Tool in working order as recorded on the checkout checklist, the Tools are 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 is solely responsible for selecting the right Tool for the job, for determining that the Tool is suitable and safe for the specific application, and for the results of the work performed. The Renter assumes all risks associated with the possession, transport, and operation of the Tools, including injury to the Renter, its employees, and any other person at the work site. The Owner is not responsible for identifying hazards at the work site, for the presence of utilities, asbestos, lead, or silica, or for compliance with workplace safety regulations, all of which remain the responsibility of the Renter.

Any question about the suitability of a Tool for a particular application should be directed to the Owner at [OWNER TECHNICAL CONTACT] before use.

14. 14. Indemnification and Limitation of Liability

The Renter will defend, indemnify, and hold harmless the Owner and its personnel from all claims, damages, penalties, injuries, and reasonable attorney fees arising from the possession, transport, operation, or use of the Tools during the Rental Period, including claims by employees of the Renter, by other contractors on the site, and by third parties, 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, special, or consequential damages, including lost profits, project delay, or the cost of substitute tools. The total liability of the Owner under this Agreement will not exceed the rental charges paid for the Tool giving rise to the claim. The indemnified Party will give written notice of any claim within [CLAIM NOTICE PERIOD, e.g., 30 days] of learning of it and reasonable cooperation in its defense. This section survives the return of the Tools and the termination of this Agreement.

15. 15. Governing Law, General Provisions, and Signatures

This Agreement is governed by the laws of the State of [GOVERNING STATE], and any dispute will be brought exclusively in the courts located in [VENUE COUNTY AND STATE], with the prevailing Party entitled to reasonable attorney fees and collection costs. This Agreement, with the rental ticket and checkout checklist, is the entire agreement of the Parties regarding the Tools and replaces all prior quotes and conversations; amendments must be in writing. The Renter may not assign this Agreement, and if any provision is unenforceable the remainder stays in effect. OWNER: [OWNER NAME]. Signature: _____. Printed Name: [OWNER SIGNER NAME]. Date: [DATE]. RENTER: [RENTER NAME]. Signature: _____. Printed Name: [RENTER SIGNER NAME]. Date: [DATE]. Damage waiver: Accept _____ / Decline _____. Electronic signatures have the same effect as original signatures.

16. Disclaimer

This template is provided for general informational purposes only and is not legal advice. Tool rental is subject to state consumer protection rules, permitted fee and waiver practices, self-help repossession limits, and workplace safety regulations that vary by jurisdiction and by the type of work being performed. Requirements for silica control, respiratory protection, and equipment guarding come from separate regulations that this document does not satisfy. Review and adapt this document for your own facts, and consult a licensed attorney and your insurer before relying on it. Use of this template does not create an attorney-client relationship with ScanContract.