

**WE CHARGE FOR ALL TIME OUT INCLUDING SUNDAYS AND HOLIDAYS.  
A CLEANING CHARGE IS MADE ON ITEMS RETURNED UNCLEAN.**

**CONTRACT AGREEMENT**

- 1) Lessee acknowledges receipt of the described personal property. The parties agree that the property was inspected by Lessor and personally examined by Lessee at the time of delivery to and acceptance by Lessee and that the property was in good and serviceable condition and proper safety instructions were given.
- 2) Title to the rented property is, and at all times shall remain in Lessor. Only the parties hereto and such other persons whose names are endorsed hereon are authorized to use said property, and Lessee will not permit said property to be used by any other person or at any address other than the place designated hereon without the express consent of Lessor.
- 3) Parties agree that Lessor is not the manufacturer of said property nor the agent of the manufacturer and that no warranty against patent or latent defects in material, workmanship or capacity is given.
- 4) Lessee agrees that in the event any of the property becomes unsafe or in a state of disrepair, Lessee will immediately discontinue the use thereof and promptly contact the Lessor. Upon receiving such property, if its condition is not the fault of the Lessee, Lessor agrees to replace such property with property of like kind and in good working condition.
- 5) Upon termination of this agreement, Lessee will promptly return the rented property and all attachments and parts belonging thereto, to the Lessor at Lessor's place of business, in the same condition in which such property was received, ordinary wear and tear excepted, and agrees to pay for any damage to or loss of such property while in the possession or control of Lessee hereunder. In the event that Lessor must resort to litigation to recover for damages caused to or loss of such property, Lessee also agrees to pay Lessor's reasonable attorney fees and Court cost.
- 6) Lessor shall not be liable in any event to Lessee for any loss, delay or damage of any kind or character resulting from defects in or inefficiency of the leased property or accidental breakage thereof.
- 7) Lessee agrees to indemnify and save harmless the Lessor against all loss, damage, expense and penalty arising from any action on account of any injury to person or property of any character occasioned by the operation, handling or transportation of the leased property during the rental period or while the property is in the possession or control of Lessee.
- 8) Lessee will give Lessor immediate notice of any levy attempted upon said property, or if said property from any cause becomes liable to seizure, and to indemnify Lessor against all loss and damages caused by any such action, including Lessor's reasonable attorney fees and expenses.
- 9) Lessee will not retain the leased property beyond the "Due in" time without prior notice to and the consent of Lessor thereto. Lessee will pay rental price in advance or immediately upon the return of property. Lessee agrees to pay all collection charges, including a reasonable attorney's fee, if the rental is not paid when due.
- 10) Lessor, at Lessor's sole discretion may report property stolen if held (5) days beyond "Due in". Lessor at Lessor's sole discretion, may revert all charges to the daily rate if any monthly statement or invoice is not promptly paid. Lessor will not refund on any item out over (30) minutes. Lessor will extend credit for like amount on any item providing Lessee uses this credit within a period of (15) days from the out date of Contract.
- 11) Lessee hereby waives and releases Lessor from all claims for injuries or damages to Lessee arising out of the use of said property by Lessee.

TRAILER RENTAL ADDITIONAL TERMS: Lessee accepts full responsibility for any personal property transported on said equipment and agrees to save Lessor harmless from any claim for loss or damage to such property, and further acknowledges that he/she has examined the coupling mechanism and safety chain, that the trailer is securely attached to Lessee's automobile on leaving Lessor's place of business, that Lessee will periodically inspect said equipment and coupling mechanism and chain and maintain them in a safe and secure condition while in use. Lessee further agrees that he/she will not sublet said equipment or assign this lease and will not use or permit use of this equipment with any other automobile. All of the other provisions hereof shall apply.

**FAILURE TO RETURN RENTED PROPERTY UNDER THE TERMS OF THIS RENTAL AGREEMENT  
MAY SUBJECT THE LESSEE TO CRIMINAL PROSECUTION!**

\_\_\_\_\_ Safety Instructions Given

\_\_\_\_\_ Safety Equipment Refused

\_\_\_\_\_ Contact Advance Rental with ANY Equipment Problems

\_\_\_\_\_ Rental Charges do NOT include Fuel (Diesel @ \$7/Gal) (Gas @ \$5/Gal)

\_\_\_\_\_ **Call Advance Rental & Supply for Pickup (518)792-2222**