

Updated October 18, 2017

**EQUIPMENT RENTAL AGREEMENT**

This Agreement is entered into on this date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, between Generators Plus (“Owner”), located at 114 Holland Avenue, Morgantown, West Virginia 26501, who agrees to provide \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Renter”) , located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The “Parties” refers collectively to Owner and Renter.

1. Owner agrees to provide Renter with a portable generator, a **\_\_\_\_\_\_kW Generac/Kohler portable generator**

(“Equipment”), **Serial Number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Model: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, as detailed in the following sections.

1. Renter agrees to accept and pay the deposit, the cost of rental, and for any incidental costs incurred, remain in accordance with the following terms and conditions, and as set out in Attachment A (“Rates”), and to keep the Equipment located at the location specified by Renter at the time of signing.

1. If renting multiple pieces of Equipment, Renter must have separate Agreements completed and signed for each individual piece of Equipment, unless otherwise agreed upon by Owner.

The Parties agree to the following:

1. Renter’s Duties

Renter’s duties are as follows:

* 1. Payment. Renter shall pay the specified rate for Equipment, along with any fees that Renter may incur during the rental period, including but not limited to applicable taxes, late rental return fees, late payment fees, and/or damage to the Equipment. (See Section 4 “Payment.”)

* 1. Care of Equipment. Renter shall use Equipment in a manner consistent with the Owner’s instructions or manuals, and shall maintain Equipment in a careful and proper manner, as to avoid any accidental damage to Equipment. (See Section 7 “Restrictions.”)

* 1. Return of Equipment. Renter shall return Equipment on the date specified in Section 3 (“Term”), in the condition as stated in Section 5 (“Condition of Equipment Upon Return”) of this Agreement. Renter is liable for any loss or damage to Equipment, including all repairs, alterations, and replacements (See Section 6 “Loss or Damage” and Section 7 “Repairs and Alterations”).

1. Owner’s Duties

Owner’s duties are as follows:

* 1. Equipment. Owner shall provide Equipment to Renter with a full fuel supply, and an Owner’s manual for use.

* 1. Usage. Upon pickup, Owner shall thoroughly walk through how to use the Equipment; how it works (start/stop/etc.); safety precautions; and any other procedures necessary for proper usage of Equipment.

* 1. Initial Inspection. Owner and Renter shall go through the “Initial Checklist” (see Attachment B) with Renter to check for any abnormalities, faults, or other problems with Equipment. If Renter finds the condition to be satisfactory, the Parties shall sign off on the checklist.

1. Term

* 1. This Agreement shall be effective and binding from the signing date until the return of the Equipment (Return Date: \_\_\_\_\_\_\_\_\_\_\_), for a term of \_\_\_\_\_\_\_\_\_\_ days, unless terminated by either party, subject to Section 8 of this Agreement.

* 1. Equipment rented after 4:00pm on Fridays must be for a minimum of two (2) days. Equipment is due back the following Monday, or the next business day.

1. Payment

Renter shall pay the following:

* 1. Price. $\_\_\_\_\_\_ per day/week/month (circle one) for the Term stated in the previous section. All payments shall be made by cash, money order, credit or debit card, or check (made out to Generators Plus), and are due at the time of signing.

* 1. Deposit. In addition to the price listed in Section 4(a), Renter shall pay a deposit of one hundred dollars ($100.00), due at signing. This deposit will be returned to Renter, upon the physical return and inspection of the Equipment. Owner may use the deposit to pay for any damage or fees incurred by Renter.

* 1. Late Payment. Payments are due at the time of signing, but may be scheduled in increments, at Owner’s discretion. Any late scheduled payments will incur a fee of ten dollars ($10.00) per day, until payment is received by Owner.

* 1. Late Return of Equipment. Renter shall be charged an additional fee of twenty dollars ($20.00) for failing to return the Equipment by the Return Date, and for each day after the Return Date the Equipment is not returned to Owner, up to the manufacturer’s suggested retail price for that model of Equipment.

* 1. Returned Checks or Insufficient Funds. Payments made with returned checks or insufficient funds are subject to an additional fee of twenty-five dollars ($25.00).

* 1. Other Charges. Renter shall also pay other charges in accordance with this Agreement due upon return of Equipment, to the fullest extend allowed by the law, including but not limited to charges for optional services (if any); applicable taxes; any expenses incurred by Owner due to Renter’s failure to return the Equipment, including costs for locating and recovering Equipment; all costs incurred to collect unpaid money due; and all fines, penalties, court costs, and other legal fees or expenses relating to the Equipment assessed against Owner or Equipment during the Term of this Agreement, unless by the fault of Owner.

1. Returning Equipment

* 1. All Equipment must be returned by 11:00am on the Return Date, set forth in Section 2 of this Agreement.

* 1. Renter shall return Equipment to the agreed upon location, or Owner’s business location at Generators Plus.

* 1. Weekend rentals of Equipment are due back the following Monday, or the next business day, by 11:00am.

* 1. Any late returns are subject to a late return fee, detailed in Section 3(d), unless due to reasonably unforeseeable factors, and an alternative is previously discussed and agreed upon by Owner.

1. Condition of Equipment Upon Return

* 1. Renter shall return Equipment in the same condition in which it was received, except for normal wear and tear. Upon return, Renter shall go through the “Exit Checklist” with Owner, to check for any abnormalities or damage (see Attachment C); if returned in a satisfactory condition to Owner, the Parties shall sign off on the checklist.

* 1. Renter shall return Equipment at full fuel capacity. If returned without full fuel, Owner shall invoice Renter, and Renter shall be liable for the total cost of fuel.

* 1. Owner reserves the right to take any legal action necessary to regain possession, or recover costs for damage to Equipment.

1. Loss or Damage to Equipment

Renter shall alert Owner to any damage to the Equipment, as soon as possible. Renter shall be responsible for any loss or damage to Equipment, costs for loss of use, and the costs associated with diminution of Equipment’s value due to Renter’s damage or loss.

1. Repairs and Alterations

Renter shall be responsible for the costs of all repairs made to the Equipment due to Renter’s direct or indirect actions, including but not limited to labor, material, parts, and other items. Renter shall not service, repair, or replace parts of Equipment without Owner’s prior consent.

1. Restrictions

Renter’s restrictions on the use of the Equipment are as follows:

* 1. Renter shall not permit the Equipment to be used by any person not authorized to use such Equipment;

* 1. Renter shall retain physical possession of the Equipment for the Term of the Agreement at all times;

* 1. Renter shall not operate or use the Equipment in any way not consistent with Owner’s instructions or manuals, negligently, or recklessly;

* 1. Renter shall not operate or use the Equipment or permit it to be operated or used by others in violation of any local, state, and federal laws;

* 1. Renter shall not operate or use the Equipment or permit it to be operated or used by others to commit a violation of any local, state, and federal laws; and

* 1. Renter shall not operate, use, maintain, or store the Equipment in a manner likely to cause damage to the Equipment.

1. Termination

* 1. This Agreement shall automatically terminate on the date specified in Section 3 of this Agreement.

* 1. Owner may terminate this Agreement prior to the Return Date specified in Section 3, upon notice to the Renter.

1. Refunds

* 1. No refunds shall be granted, unless terminated prior to the end of the Agreement Term, as laid out in Section 7(b).

* 1. If terminated under Section 7(b) of this Agreement, Renter is entitled to reclaim his or her deposit, and the amount paid for the remaining days of the Agreement term that are unfulfilled.

1. Miscellaneous

* 1. *Limitations, Liability, and Warranty*: Owner’s liability under this Agreement, if any, shall be limited to the cost of performing its obligations. In no event shall Owner be liable for consequential, incidental, or exemplary damages, including but not limited to, loss of profits, down time, or any damages other than those provided for above. Owner provides no warranty, express or implied, other than that provided by law or Equipment manufacturer, including any warranty of merchantability or fitness for a specific purpose.

* 1. *Indemnity*: Renter hereby agrees to indemnify and hold Owner harmless of and from any and all claims, demands, liability, loss, damage or expense (including attorney’s fees), whether relating to injury to the Equipment, other property or persons, that are a direct or indirect result of Owner ’s performance of its obligations under this Agreement, unless by Owner ’s sole negligence, or intentional conduct.

* 1. *Force Majeure*: Neither party is responsible for the fulfillment of any term or provision of this Agreement if the fulfillment is delayed or prevented by revolution of other disorders, war, fires, acts of God, accidents beyond the control of either Party, delays of carriers, labor disputes, government restraints, or without limiting the foregoing by any other cause beyond the control of the party whose performance is interfered with, and which, by exercise of reasonable diligence, the party is unable to prevent.

* 1. *Governing Law*: The Parties agree that this Agreement shall be construed and the rights of the Parties governed by the laws and statutes of the state of West Virginia.

* 1. *Amendments*: The Parties may amend this Agreement only by a written document, signed by each of the Parties.

* 1. *Assignment and Delegation*: Neither party may assign this Agreement without written consent of the other party; any purported assignment of rights or delegation of performance in violation of this section is void.

* 1. *Entire Agreement*: This Agreement represents the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous agreements and understandings of the Parties, whether written or oral, in connection with this Agreement.

* 1. *Ownership*: Owner shall retain ownership and title to the Equipment at all times. Renter shall notify Owner immediately in the event Equipment is levied, has a lied attached, or is threatened with seizure. Renter shall indemnify and hold Owner harmless against all loss and damages caused by such action. Equipment shall be deemed to be personal property at all times, whether or not it may be attached to any other property.

* 1. *Notices*

* + 1. Each party giving or making any notice, request, demand or other communication (each, a “Notice”) pursuant to this Agreement shall give the Notice in writing, and use one of the following methods of delivery: registered, certified, or express mail (postage prepaid and return receipt requested); nationally recognized overnight courier (all fees prepaid); facsimile, telephone, or email. Notice given by any other means is only effective upon receipt.

* + 1. All Notices made by Renter should be made to the following address, phone number, fax number, or email address, unless otherwise agreed to in writing, by the Parties:

Generators Plus

114 Holland Avenue

Morgantown, WV 26501

Attn: Office Manager

Phone Number: (304) 292-5233

Fax Number: (304) 241-1979

Email Address: generators.pluswv@gmail.com

* + 1. A Notice is only effective if the party giving the Notice has complied with subsections (i) and (ii) of this Section, and if the addressee has received the Notice.

* 1. *Third Party Beneficiaries*: This Agreement does not and is not intended to confer any rights or remedies upon any person other than the Parties to this Agreement.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Signature Page Follows]

[Signature Page to Equipment Rental Agreement]

The Parties sign as follows:

Generators Plus

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Tony Sainato, Owner Date

Renter

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **(Signature)** **Date**

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **(Print Name)**

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

  **(Location of Equipment)**

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Billing Address)

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

  **(Phone Number)**

**Attachment A**

# Equipment Rental Rates

|  |  |  |  |
| --- | --- | --- | --- |
|   **Generator kW Output**  |  | **Daily Rate**  | **Weekly Rate**  |
|  2kW – 5.5kW * Generac IQ 2000
* Generac GP5500

  |   | $75.00 per day  | $250.00 per week  |
|  6.5kW – 7.5kW  |   | $110.00 per day  | $300.00 per week  |

All Equipment shall be returned by the Return Date, or the following business day after the Return Date, before 11AM. Any late returns are subject to a late return fee, set out in Section 3(d) of this Agreement.

If the Equipment is picked up on Friday after 4PM, if will become an automatic two (2) day rental, due back the following Monday (or next business day) before 11AM.

Please see the appropriate sections of this Agreement for further details.

**Attachment B**

# Initial Checklist

|  |  |
| --- | --- |
| **Start Up Procedure** (How it starts, location of fuel tank, how to add fuel, etc.)   | ☐  |
| **Safety Precautions** (How to handle the Equipment, what not to do, answer questions, etc.)   | ☐  |
| **Fuel Levels – Full tank**  | ☐ |
| **Oil Levels**  | ☐ |
| **Visual Inspection** (Faults, damage, physical condition, etc.)   | ☐ |
| **Initial Photo**    | ☐ |
| **Initial Hour Meter Reading**  | ☐ |

(If applicable) Hours:

By signing off on this checklist, the Parties agree that Equipment was found to be fully functioning, and in satisfactory condition, upon this initial inspection of the Equipment.

Generators Plus

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Tony Sainato, Owner Date

Renter

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **(Signature)** **Date**

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **(Print Name)**

**Attachment C**

# Exit Checklist

|  |  |
| --- | --- |
| **Functional Inspection** (Does the Equipment run the way it did when it was rented by Renter?)  | ☐  |
|   |  |  |  |  |
| **Fuel Levels – Full tank**  |  |  |  |  | ☐ |
| **Oil Levels**  |  |  |  |  | ☐ |
| **Visual Inspection** (Faults, damage, physical condition, etc.)   |  |  |  |  | ☐ |
| **Return Photo of Equipment**    |  |  |  |  | ☐ |
| **Final Hour Meter Reading Upon Return**  |  |  |  | ☐ |

(If applicable) Hours:

By signing off on this checklist, the Parties agree that Equipment was found to be fully functioning, and in satisfactory condition, upon return by Renter, and this final inspection of the Equipment.

Generators Plus

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Tony Sainato, Owner Date

Renter

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **(Signature)** **Date**

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **(Print Name)**