

## **Equipment Rental Agreement**

## **OWNER**

**RENTER** 

D&K Rental and More... 2169 Excalibur Rd. North Mankato MN 56003 507.291-3566

Name:		Date:/
Address:		
City:		
Tel:		Place of Use (Address):
Delivery	Pick Up	At store
Date:	Date:	Date Pick Up:
Time:	Time:	Date Return:
Contact Persor	n:	D&K Rental and More 2169 Excalibur Rd.
Qty.	ltem	Description

- 1. The RENTER shall keep and maintain the rented equipment during the terms of the rental at his won cost and expense. He shall keep the equipment in a good state of repair, normal wear and tear excepted,
- 2. Rental prices are good for a single day event. For pick up should be a day prior to your event in our business day. Our delivery being a day prior to your event and picking up one business day after an event is made if we have the availability. Additional fees may apply for multiple day events or multiple equipment use of equipment.
- 3. The replacement fee will be charged to the RENTER if any rental items are damaged or missing, this fee will be the original price of the rental items damaged or missing.
- 4. The RENTER shall not remove the equipment from the address of the RENTER or the location shown herein as the place of use of the equipment without prior written approval of the OWNER. The RENTER shall inform the OWNER upon demand of the exact location of the equipment while it is in the RENTERS's position.
- 5. The equipment shall be delivered to RENTER and returned to OWNER at the RENTER's risk, cost and expense. If a periodic rental rate is charged by OWNER, rental charges are billed to the RENTER for each period or portions of the period form the time the equipment is delivered to RENTER until its return. If a term rental rate is charged by 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.
- 6. 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 OWNER does not constitute a waiver of any of the rights OWNER has under the rental agreement.
- 7. The RENTER shall allow OWNER to enter RENTER's premises where the rented equipment is stored or used at all reasonable times to locate and inspect the state and condition 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 RENTER's risk, cost and expense may at any time enter the RENTER's premises where the rented equipment is stored or used at all time and recover the rented equipment.
- 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, or upon RENTER's filling for protection from creditors in any court of competent jurisdiction.
- 9. 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 operation instructions. Such replacement shall be made as soon as practicable after RENTER returns the non-conforming equipment.
- 10. RENTER indemnifies and holds OWNER harmless for all injuries or damage of any kind for repossession and for all consequential and special damages for any claimed breach of warranty.
- 11. The RENTER shall pay all reasonable attorney and other fees, the expenses and costs incurred by OWNER in protection its rights under this rental agreement and for any action taken OWNER to collect any amounts due the OWNER under this rental agreement.
- 12. These terms are accepted by the RENTER upon delivery of the terms to the RENTER or the agent or other representative of RENTER.

RENTER:		DATE:	
	(Name & Signature)		