

WMS Equipment Rentals Rental Agreement

This Equipment Rental Agreement ("Agreement") is entered into by and between **WMS Equipment Rentals** ("Lessor") and the undersigned customer ("Renter"). By signing below, the Renter acknowledges that they have read, understood, and agreed to the terms outlined in this Agreement.

1. Equipment Rental

The Lessor agrees to rent to the Renter the equipment described in the attached rental order ("Equipment"). The rental period begins when the Equipment is delivered or picked up by the Renter and ends when the Equipment is returned to the Lessor in accordance with the terms of this Agreement.

2. Rental Period

The rental period starts at the time of delivery or pickup and continues until the Equipment is returned to the Lessor in the same condition as at the start of the rental period, subject to normal wear and tear. Extensions to the rental period must be approved in writing by the Lessor.

3. Rental Rates and Payment Terms

Rental rates are listed in the attached rental order and are based on the selected rental period.

Full payment, including any required security deposit, must be made before delivery or pickup unless other arrangements are documented in writing.

Payments will be processed via credit card. Driver's license/ID must match credit card used to pay for rental.

4. Security Deposit

The Renter agrees to provide a refundable security deposit, as specified in the rental order. The deposit will be returned within 7 business days after the Equipment is returned, less any deductions for damage, cleaning, or late fees.

5. Care and Use of Equipment

The Renter agrees to:



Use the Equipment solely for its intended purpose.

Operate the Equipment according to all manufacturer guidelines and safety instructions.

Protect the Equipment from damage, theft, or misuse during the rental period.

Allow no unauthorized modifications or repairs to the Equipment.

6. Damage, Loss, and Repairs

The Renter assumes full responsibility for any damage, loss, or theft of the Equipment during the rental period.

The Renter must immediately notify the Lessor of any Equipment malfunction or damage.

The Lessor will assess damage and determine repair costs. The Renter will be liable for repair expenses resulting from improper use, negligence, or unauthorized modifications.

7. Insurance Requirements

The Renter acknowledges that they bear full responsibility for any damage, loss, or liability involving the Equipment. The Lessor strongly advises the Renter to obtain insurance coverage for the Equipment. The Lessor may offer insurance for an additional fee, subject to the terms specified in the rental order.

8. Indemnification

The Renter agrees to indemnify, defend, and hold harmless the Lessor, its agents, and employees from any claims, damages, or liabilities arising from the Renter's use of the Equipment, including, but not limited to, property damage or personal injury.

9. Optional Delivery and Return of Equipment

Optional Delivery: If delivery is selected the Lessor will deliver the Equipment to the Renter's specified location, provided it is accessible and safe for delivery. Delivery charges will apply as per the rental order.

Return: The Renter must return the Equipment on the agreed-upon return date. If the Equipment is not ready for pickup or returned late, additional charges will apply.

10. Late Fees and Overages

If the Equipment is not returned on time, the Renter agrees to pay late fees as outlined in the rental order. Late fees accrue daily until the Equipment is returned.



11. Termination

The Lessor reserves the right to terminate this Agreement and repossess the Equipment immediately if the Renter violates any terms of this Agreement.

12. No Subleasing or Assignment

The Renter shall not sublease, rent, sell, assign, or otherwise transfer the Equipment without the Lessor's prior written consent.

13. Limitation of Liability

The Lessor shall not be liable for any indirect, incidental, or consequential damages arising from the use or failure of the Equipment. The Lessor's liability, if any, is limited to the rental charges paid by the Renter.

14. Governing Law

This Agreement is governed by the laws of the state where WMS Equipment Rentals operates. Any disputes will be resolved exclusively in the courts of that jurisdiction.

15. Entire Agreement

This Agreement constitutes the complete and final understanding between the parties. No verbal or written statements outside this Agreement are binding unless formally documented and signed by both parties.

Renter's Acknowledgment and Agreement By signing below, the Renter agrees to the terms and conditions set forth above.
Renter's Name (Printed): Renter's Signature: Date:
For WMS Equipment Rentals Authorized Representative Name (Printed): Signature: Date:

Kindly fill out the pdf form and return it via email. (wmsequipmentrentals@gmail.com)