

# EQUIPMENT RENTAL AGREEMENT

## OWL'S NEST EQUIPMENT RENTALS LLC MASTER EQUIPMENT RENTAL AGREEMENT

**Address:** 935 Rumney Route 25, Rumney, NH 03266

**Phone:** [Insert Contact Number]

**Email:** [Insert Contact Email]

### 1. PARTIES

This Equipment Rental Agreement ("Agreement") is made and entered into by and between **Owl's Nest Equipment Rentals LLC** ("Owner" or "Rental Company"), located at 935 Rumney Route 25, Rumney, NH 03266, and the customer identified on the attached rental invoice or reservation ("Renter" or "Customer").

### 2. EQUIPMENT

Owner agrees to rent the equipment listed in the attached invoice/contract ("Equipment") to Renter. Equipment includes all parts, accessories, and attachments delivered or picked up.

### 3. TERM

The rental period begins on the date and time specified in the contract and ends upon the return and inspection of the Equipment by Owner. Charges will accrue for each calendar day (including Sundays and holidays) the Equipment is out.

### 4. RENTAL RATES, FEES, AND PAYMENTS

- All rental charges are due at the start of the rental term unless otherwise stated.
- A credit card authorization for security may be required. Customer authorizes Owner to charge the card for all incurred costs.
- Late returns are subject to daily rental charges until returned.
- All amounts unpaid after 10 days accrue interest at 24% APR.
- Credit card payments are subject to a 3.5% processing fee.
- Rental rates are based on an 8-hour workday, 40-hour workweek, and 176-hour work month. Equipment used in double-shift operations (i.e., more than 8 hours/day) will be charged at 1.5 times the standard rate. Equipment used in triple-shift operations will be charged at 2 times the standard rate.

## **5. DELIVERY AND PICKUP**

- Delivery fees are quoted at time of rental and subject to site conditions.
- Customer must ensure safe, accessible drop-off and pickup locations.
- Equipment must be returned with full fuel or fuel charges will apply at 2x market rate.

## **6. USE AND OPERATION**

- Equipment must be used safely and for lawful purposes only.
- Only qualified operators may use the Equipment.
- Daily checks of fluid levels, tire pressure, and condition are Renter's responsibility.
- Equipment may not be loaned, subleased, or operated off-site without written consent.

## **7. MAINTENANCE AND REPAIRS**

- Owner provides Equipment in safe working condition.
- Renter assumes full responsibility for loss, theft, or damage beyond normal wear and tear.
- Renter shall immediately stop use and notify Owner of malfunction or unsafe conditions.
- Renter shall not repair or attempt to repair Equipment.

## **8. DAMAGE WAIVER (OPTIONAL)**

- A non-insurance damage waiver is available for 15% of the rental cost.
- If purchased, the damage waiver reduces Renter's liability to 15% of repair or replacement costs, with a max of \$2,500 per item.
- Exclusions apply (intentional damage, weather events, theft without police report).
- Damage waiver is provided through **Specialty Equipment Services**.

## **9. INSURANCE**

- Renter is fully responsible for all damage unless the damage waiver is accepted.
- If damage waiver is declined, Renter must provide a Certificate of Insurance (COI) naming Owner as additional insured and loss payee.

## **10. LIMITATION OF LIABILITY & INDEMNIFICATION**

- Owner is not responsible for injuries, lost time, lost profits, or incidental/consequential damages.
- Renter indemnifies and holds Owner harmless against all claims arising from Renter's use of Equipment.
- Owner shall not be liable for damages caused by equipment failure beyond Owner's reasonable control.

## **11. TITLE AND OWNERSHIP**

- Equipment remains the property of Owner at all times.
- Renter has no right or interest in Equipment beyond the right of use during the term.

## **12. DEFAULT AND REMEDIES**

If Renter fails to comply with any provision:

- Owner may repossess Equipment without notice.
- Owner may charge all amounts due immediately.
- Renter agrees to pay all collection costs and legal fees.

## **13. FORCE MAJEURE**

Owner is not liable for delays or non-performance due to acts of God, weather, equipment failure, government actions, or other events beyond control.

## **14. GOVERNING LAW AND VENUE**

This Agreement is governed by the laws of the State of New Hampshire. Venue for any legal action shall be in Grafton County, NH.

## **15. SEVERABILITY**

If any provision is found unenforceable, all other provisions remain in full force.

## **16. WAIVER**

Failure by Owner to enforce any provision does not waive that right.

## **17. ASSIGNMENT**

Renter may not assign rights or obligations under this Agreement without written consent.

## **18. NOTICES**

Notices may be provided by any normal means of communication, including email or phone.

## **19. ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements.

## **SIGNATURES**

By signing or electronically accepting this Agreement, the Renter agrees to all terms and acknowledges receipt and inspection of Equipment.

**Renter's Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Owner's Signature (ONER Representative):** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Addendum A: Rental Invoice/Equipment List as Provided Through Quipli Inc.**