

Equipment Rental Agreement

AGREEMENT made between Historic Restorations (Owner) and \_\_\_\_\_  
(Renter)

1) Owner hereby rents to Renter the equipment described below:

2) Renter shall pay the Owner the sum of \$\_\_\_\_\_per Day / for a total of  
\$\_\_\_\_\_ as payment for the rental payable prior to equipment rental using a valid and  
approved credit card. Plus shipping, if necessary, at cost.

3) Renter shall pay a **security deposit** of \$\_\_\_\_\_. The security deposit is in addition to the  
rental payment noted in Paragraph 2. Only after all equipment has been returned to the Owner and found  
to be in good condition and repair shall the security deposit be reimbursed to the Renter. The Renter  
agrees to pay the full retail value of any equipment that is not returned or is returned damaged.

Full **retail value** of the equipment described below is \$\_\_\_\_\_.

4) Renter shall during the rental term keep and maintain the above described equipment in good condition  
and repair and shall be responsible for any loss, casualty, damage or destruction to said equipment  
notwithstanding how caused and the Renter agrees to return said property in its present condition,  
reasonable wear and tear excepted.

5) The rental period shall commence on \_\_\_\_\_, and terminate on  
\_\_\_\_\_ at which date the equipment shall be returned to the Owner.

**Equipment Description**

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

**BILLING AND SHIPPING INFORMATION**

Renters name as it appears on Credit card: \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone number \_\_\_\_\_ E-mail address \_\_\_\_\_

Credit card  
number \_\_\_\_\_ Expiration \_\_\_\_\_

Historic Restorations will provide a shipping list of all peripheral items associated with the equipment and verify the functionality of the equipment prior to shipping or will call. Historic Restorations makes no warranties, express or implied. Renter accepts the equipment in "as is" condition.

Renter agrees to inspect and verify the functionality of the equipment upon receipt and to notify Historic Restorations of any damages, malfunction, or missing components so that appropriate measures can be taken. The equipment shall remain, at all times, the property of Historic Restorations unless a sales agreement is negotiated for purchase of the equipment separate from this agreement.

The renter agrees to pay additional rental on equipment at the agreed daily rate each day, beginning on the designated return date that equipment has not been delivered to Historic Restorations. Rental for late returns shall be deducted from the security deposit.

The renter assumes all risk of loss of and damage to the equipment from every cause whatsoever, while the equipment is in the renter's possession. Any peripheral items associated with the equipment and included on the shipping list must be returned with the equipment no later than the designated return date. The renter agrees to pay list price for any items which are not returned by the designated return date. These charges may be deducted from the security deposit.

Regardless of cause, the renter and its employees or agents waive the right to make any claim against Historic Restorations for loss of anticipatory profits, or any other indirect, special, or consequential damages. Additionally, renter and its employees or agents waive any right to make any claim against Historic Restorations for damages resulting from misuse of the equipment or for personal injury resulting from use of the equipment.

The prevailing party in any legal proceeding concerning this rental agreement shall be entitled to recover reasonable attorney's fees and costs of collection.

Owner \_\_\_\_\_

Renter \_\_\_\_\_

Date \_\_\_\_\_