

Rental Policies



660-727-2017

22424 US HIGHWAY 136 KAHOKA, MO 63445

EQUIPMENT RENTAL AGREEMENT

- I. **THE PARTIES.** This Equipment Rental Agreement ("Agreement") is made on this [DATE], by and between:

Lessor: Nick's Farm and Home, 22424 U.S. Highway 136, Kahoka, MO 63445 ("Lessor"), and:

Lessee: [LESSEE'S NAME] with a mailing address of [LESSEE'S MAILING ADDRESS] ("Lessee").

Lessor and Lessee are each referred to herein as a "Party" and collectively as the "Parties."

- II. **EQUIPMENT DESCRIPTION.** The Lessor hereby leases to Lessee the following hereinafter known as the "Equipment":

- III. **LEASE TYPE.** This Agreement shall be considered as: (check one)

- **Fixed Lease.** The Lessee shall lease the Equipment starting on [START DATE], and end on [END DATE] ("Lease Term"). At the end of the Lease Term and if no renewal is made, the Lessee: (check one)

- May continue to lease the Equipment under the same terms of this Agreement.

- Must return the Equipment to the Lessor.

- **Month-to-Month Lease.** The Lessee shall be allowed to lease the Equipment on a month-to-month arrangement starting on [START DATE], and ending upon notice of 10 days from either Party to the other Party ("Lease Term").

IV. **RENT.** The Lessee agrees to pay the Lessor \$[RENT AMOUNT] for leasing the Equipment ("Rent") that shall be paid: (check one)

- Total Amount.
- per Hour
- per Day
- per Week
- per Month
- Other

V. **RENT INSTRUCTIONS.** Rent shall be paid by the Lessee to the Lessor in the following manner:

- Cash
- Check
- Credit Card
- Charge

VI. **LATE CHARGES.** If any amount of Rent is late under this Agreement, the Lessee will be obligated to pay a late fee of 25% for each:

- **Occurrence** that Rent is Late
- **Day** that Rent is late.
- Other. [OTHER]

VII. **NON-SUFFICIENT FUNDS.** The Lessee shall be charged \$50 for each check that is returned to the Lessor for lack of sufficient funds.

VIII. **SECURITY DEPOSIT.** Prior to taking possession of the Equipment, the Lessee shall:

- **Be required to pay a deposit.** The Lessee will be obligated to pay \$[SECURITY DEPOSIT AMOUNT] ("Security Deposit") for the performance by the Lessee under this Agreement for damages caused by the Lessee or Lessee's agents to the Equipment during the Lease Term. In addition, the Security Deposit may be applied to any amount owed by the Lessee to the Lessor.

- **NOT be required to pay a deposit** ("Security Deposit").



IX. **DELIVERY OF EQUIPMENT.** The delivery of the Equipment to the Lessee at the start of the Lease Term and returning to the Lessor at the end of the Lease Term shall be the responsibility of the: (check one)

- Lessor- DELIVERY FEES DUE \$ _____
- Lessee
- Shared between the Parties.

X. **OPTION TO PURCHASE.** During the Lease Term, the Lessee shall:

- **NOT** have the option to purchase the Equipment.

XI. **REPAIRS AND MAINTENANCE.** If for any reason the Equipment shall need repairs or maintenance due to normal wear-and-tear, the following Party shall be responsible: (check one)

- Lessor
- Lessee
- Shared between the Parties.

XII. **INSURANCE REQUIREMENT.** The Lessor shall require that the Lessee: (check one)

- **Have** insurance of the following types in order to rent the Equipment: (check all that apply)

- **Liability Insurance.** The Lessee shall be required to maintain liability insurance of at least \$50,000 \$100,000 \$500,000 for workers and other persons that may be operating, handling, or transporting the Equipment during the Lease Term. Such insurance is intended to indemnify and hold harmless the Lessor from any and all wrongdoing in connection with the injury of any person in the operation of the Equipment.

- **Property Damage Insurance.** The Lessee shall be required to insure the Equipment in an amount of at least \$[ENTER AMOUNT] for its damage or replacement.

- **Other.** [ENTER OTHER INSURANCE]

- **NOT** be required to have or hold insurance on the Equipment. Although, the Lessor shall be held harmless and indemnified from any and all wrongdoing in connection with any injury of any person in the operation of the Equipment.

XIX. ASSIGNMENT. The Lessee is strictly prohibited from assigning or subletting the Equipment in any manner unless written consent is given by the Lessor. In addition, the Equipment may not be used by any person or associate other than the Lessee and their agents, employees, and subcontractors.

XX. SEVERABILITY. If any portion of this Agreement shall be held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

XXI. GOVERNING LAW. This Agreement shall be construed and governed in accordance with the laws located in the State of Missouri.

XXII. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties. No modification or amendment of this Agreement shall be effective unless in writing and signed by both Parties. This Agreement replaces any and all prior agreements made between the Parties.

XXIII. EXECUTION. Lessee and Lessor each represent and warrant to the other that each person executing this Agreement on behalf of each party is duly authorized to execute and deliver this Agreement on behalf of that party.

XXIV. CLEANING. Lessor reserves the right to charge a post delivery cleaning fee if necessary, if the rental equipment is returned in an abnormally dirty condition..

XXV. FUEL. All machines will be full of fuel when the rental begins. If not returned full of fuel, lessor will assess additional charges for fuel refills.

XXVI. MISC. COMMENTS. _____

Lessor's Signature: _____ **Date:** _____

Print Name: _____

Lessee's Signature: _____ **Date:** _____

Print Name: _____

