

Short-Term Equipment Rental Agreement

THIS IS AN EQUIPMENT RENTAL AGREEMENT (this “Agreement”) **BETWEEN:**

(Name of the Lessor)

-AND-

(Name of the Lessee)

IN CONSIDERATION OF the mutual covenants and promises in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Lessor leases the Equipment to the Lessee, and the Lessee leases the Equipment from the Lessor on the following terms”

DEFINITIONS

1. The following definitions are used but not otherwise defined in this Agreement:
 - a. “Casualty Value” means the market value of the Equipment at the end of the Term or when in relation to the Total Loss, the market value the Equipment would have had at the end of the Term but for the Total Loss. The Casualty Value may be less than but will not be more than the original purchase price of the Equipment.
 - b. “Equipment” means _____ (insert Equipment) which has an approximate value of \$_____
 - c. “Total Loss” Means any loss or damage that is not repairable or that would cost more to repair than the market value of the Equipment.

LEASE

2. The Lessor agrees to lease the Equipment to the Lessee, and the Lessee agrees to lease the Equipment from the Lessor in accordance with the terms set out in this Agreement.

TERM

3. The Agreement commences on _____ (Date) and will continue on a _____ (hourly or weekly) basis (the “Term”)

RENT AND DEPOSIT

- 4. The rent, inclusive of sales tax, will be paid full
 - a. The Lessee will pay a deposit of \$_____ before taking the possession of the Equipment. The Lessor will refund the Deposit to the Lessee at the end of the Term provided or the Deposit can be payment towards the rental agreement cost.

RESIDUAL VALUE

- 5. The residual value (the “Residual Value”) of the equipment is \$_____.

PURCHASING THE EQUIPMENT

- 6. The Lessee has the option to purchase the equipment at the end of the Term by paying the following amounts:
 - a. The Residual Value of the Equipment; and
 - b. Any fees, taxes, and expenses related to the purchase of the Equipment.

DELIVERY OF EQUIPMENT

- 7. The lessor will, at the Lessor’s own expense and risk, deliver the Equipment to the Lessee at the address provided below:

USE OF EQUIPMENT

- 8. The Lessee will use the Equipment in a good and careful manner and will comply with all the manufacturer’s requirements and recommendations respecting the Equipment and with any applicable law, whether local, state or federal respecting the use of the Equipment, including, but not limited to, environmental and copyright law.
- 9. The Lessee will use the Equipment for the purpose for which it was designed and not for any other purpose.
- 10. Unless the Lessee obtains the prior written consent of the Lessor, the Lessee will not alter, modify, or attach anything to the Equipment unless the alteration, modification or attachment is easily removable without damaging the functional capabilities or economic value of the Equipment.

WARRANTIES

- 11. The Equipment will be in good working order and good condition upon delivery.
- 12. The Equipment is of merchantable quality and is fit for the purposes it is ordinarily used.

LOSS AND DAMAGE

- 13. To the extent permitted by law, the Lessee will be responsible for risk of loss, theft, damage, or destruction to the Equipment from any and every cause.
- 14. If the Equipment is lost or damaged, the Lessee will continue paying Rent, will provide the Lessor with prompt written notice of such loss or damage and will, if the Equipment is repairable, put or cause the Equipment to be put in state of good repair, appearance, and condition.
- 15. In the event of Total Loss of the Equipment, the Lessee will provide the Lessor with prompt written notice of such loss and will pay to the Lessor all unpaid Rent for the Term plus the Casualty Value of the Equipment, at which point ownership of the Equipment passes to the Lessee.

OWNERSHIP, RIGHT TO LEASE AND QUIET ENJOYMENT

- 16. The Equipment is the property of the Lessor and will remain the property of the Lessor.
- 17. The Lessee will not encumber the Equipment or allow the Equipment to be encumbered or pledge the Equipment as security in any manner.
- 18. The Lessor warrants that the Lessor has the right to lease the Equipment according to the terms in this Agreement.
- 19. The Lessor warrants that as long as no Event of Default has occurred, the Lessor will not disturb the Lessee’s quiet and peaceful possession of the Equipment or the Lessee’s unrestricted use of the Equipment for the purpose for which the Equipment was designed.

SURRENDER

- 20. At the end of the Term or upon earlier termination of this Agreement, the Lessee will make the Equipment available for pick up at

INSURANCE

21. No insurance coverage for the Equipment is required under this Agreement.

GENERAL TERMS

22. This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.

23. Time is of the essence in this Agreement.

24. This Agreement will extend to and be binding upon and insure to the benefit of the respective heirs, executors, administrators, successors, and assigns, as the case may be, of each Party to this Agreement.

25. Neither Party will be liable in damages or have the right to terminate this Agreement for any delay or default in performance if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions, wars, insurrections, natural disasters such as earthquakes, hurricanes or floods and/or any other cause beyond the reasonable control of the Party whose performance is affected.

NOTICE TO THE LESSEE: THIS IS A LEASE. You are not buying the Equipment. Do not sign this Agreement before you read it. You are entitled to a completed copy of this Agreement when you sign it.

IN WITNESS WHEREOF _____ (the Lessor) and _____ (the Lessee) have duly affixed their signatures under hand and seal on this _____ day of _____, _____.

(Lessor Print Name) (Date)

(Lessor's signature) (Date)

(Lessee Print Name) (Date)

(Lessee's signature) (Date)