

 **TERMS AND CONDITIONS**

 **SIMMONS “ISLAND” BBQ RENTALS, LLC**

These **TERMS AND CONDITIONS** represent the general condition of the Rental Agreement to be endorsed at the time of rental by **Simmons “Island” BBQ** **Rentals, LLC** **(SIBBQR)** the **“lessor’’** and the **Customer “Lessee”.** The specifics of the rental duration, equipment and other requirements will be specified in the Rental Agreement in accordance with the type of equipment rented.

**RENTAL PERIODS AND CHARGES:** Rental return date will be specified on the Rental Agreement. If equipment is returned prior to the rental return date no allowance from the full rental charged as previously agreed upon will apply. If equipment is returned after the Rental Return Date an additional usage fee will be charged. The **Customer** agrees to pay all reasonable collection costs and attorney fees incurred in collection of this account or any dispute arising out of this Rental Agreement and **Customer** agrees to pay a monthly $35 service charge on all unpaid balances.

**OWNERSHIP:** The equipment **is** and **shall remain** the exclusive property of the **Lessor**.

**ACCEPTANCE OF EQUIPMENT:** The **Customer** acknowledges that the equipment may have been previously used; therefore, the **Customer** rents the equipment on an “AS IS” basis. The **Customer** acknowledges that he or she has or will personally inspect the equipment prior to its use and finds it suitable for the **Customer** needs. The **Customer** also acknowledges that the equipment is in working order and repair. The **Customer** understands, without further instructions, the equipment proper operations.

**LIABILITY:** Damaged or lost equipment. The **Customer** agrees to pay for any damaged, lost or stolen equipment as an insurer, regardless of cause, except reasonable wear and tear, while the equipment is in his/her possession. The **Customer** agrees to notify **SIBBQR** immediately of any accident, loss, or stolen equipment. Accrued rental charges cannot be applied against purchase or cost of repair of damaged, lost or stolen equipment. The cost of repair will be paid by the **Customer** rather than **SIBBQR** or others. The **Customer** agrees if equipment is lost, stolen or damage beyond repair, the **Customer** agrees to pay for equipment’s Fair Market Value at the time of rental. The **Customer** agrees to make full payment via credit card on file or via another method of payment(s).

**USE OF EQUIPMENT:** The **Customer** agrees not to use or allow anyone to use the equipment for any illegal purpose or in any illegal or unsafe manner.The **Customer** shall not allow any person who is not qualified or competent in the operation to operate the rental equipment. The **Customer** shall not allow anyone to use or operate the equipment in an unsafe manner or situation or in a careless or negligent manner, or modify, misuse, harm abuse equipment. The **Customer** shall not repair or allow any repairs without consulting with **SIBBQR** orwithout prior written permission. No one under the age of 21 years of age may operate the equipment, the **Customer** acknowledges that the vehicle towing or carrying the equipment (if required) is adequately equipped and the person is competent. The **Customer** is responsible for the use of equipment while in his/her possession.

**REPLACEMENT OF MALFUNCTIONING EQUIPMENT:** If the equipment becomes unsafe or in disrepair as the result of normal use, The **Customer** agrees to discontinue use and notify **SIBBQR** immediately. The equipment will be replaced with similar equipment in good working order if available. **SIBBQR** is not responsible for any consequential or incidental damage caused by delays or otherwise.

**TIME OF RETURN: The Customer’s** right to possession of the equipment begins upon delivery of equipment and terminates on the Agreed Returned Date indicated on the Rental Agreement. Retention of possession after this date constitutes a material breach of this Rental Agreement. Any extension of this Rental Agreement must be approved by **SIBBQR**. If the equipment is not returned for any reason, **SIBBQR** may recover said equipment without further notice or legal action.

**Payment(s):** Payment is due in full at the time of reserving equipment. Cancellation within the 48hrs period of the rental will be subject to a $30.00 cancellation fee.

**WOOD USE:** Only hardwood should be used with the equipment. Examples are Mesquite, Hickory, Apple, Cherry, Peach, Oak or Pecan**. PINE, CEDAR, PRESSURE TREATED, PAINTED OR ANY OTHER UNDESIRABLE WOOD SHALL NOT BE USE AS THESE TYPE OF WOOD CONSTITUE A RISK TO HEALTH, SAFETY AND WELFARE TO ANY PERSON IN THE VICINITY OF ITS USE AND MAY BE HARMFUL TO THE EQUIPMENT.**

**RETURN OF EQUIPMENT:** The **Customer** agrees to return the equipment by the Rental Agreement Return Date to **SIBBQR** in as good condition as when received, ordinary wear and tear is the only exception. The **Customer** accepts all risk including damage to and liability relative to equipment for a reasonable period until the equipment is picked up by **SIBBQR**.

**REPOSSESSION:** Upon failure to pay return equipment or other breach of contract, **SIBBQR** may terminate this contract and take possession of and remove the equipment from any location without prejudice to any other remedies or claims which **SIBBQR** might otherwise possess by law. **SIBBQR** shall not be liable for any claims for damage or trespass arising out of the removal of the equipment. If repossession is necessary due to non-return, **SIBBQR** is authorized to charge the **Customer** for mileage and time at a rate $.75 per mile and $25.00 per hour to be charged to the credit card on file when renting the equipment.

**INDEMINITY/HOLD HARMLESS**: The **Customer** will take all necessary precautions regarding the equipment rented to protect all persons and property from injury or damage. The **Customer** agrees to hold harmless **SIBBQR** from all liability claims, judgements, attorney fees and cost of every kind and nature including but not limited to injuries or death to person and damage to property arising out of the use, maintenance, instruction, possession, ownership, operation or rental of the equipment rented, however caused, except claims or litigation arising through the sole gross negligence of **SIBBQR.**

**ASSUMPTION OF RISK/RELEASE AND DISCHARGE OF LIBILITY:** The **Customer** is fully aware and acknowledges there is a risk of injury or damage arising out of the use or operation of the equipment rented and hereby elects to voluntarily enter into the rented agreement and assume all risk of injury or damage arising out of the use or operation of the equipment and the **Customer** is further agrees to waive, release and discharge any and all claims for injury or damaged against **SIBBQR**, **LLC** which the **Customer** otherwise be entitle to assert.

 **Your business is greatly appreciated!!**

 **Simmons “Island” BBQ Rentals, LLC**