Rental Contract

This Rental Contract ("Contract") is made effective as of/, between:			
Name:	_Hillis Home Improveme	nt	
Street Address:	7524 Chervil St		
City, State, Zip Code:	Jacksonville, FL 32219_		
Phone Number:	<u>(904) 392-1983</u>		
(Hereinafter referred to as the "Owner")			
		and	
Name:			
Street Address:			
City, State, Zip Code:			
Phone Number:			
(Hereinafter referred to as the "Lessee")			
Equipment Details			
Description: John Deere 636M Mower			
Serial Number:1TC636MGCKT075369			
Current Hours:			
Rate			
Daily Rate: \$		Delivery Rate: \$	
Rental Start Date:	//	Rental End Date:	//

Terms of Rental

1. <u>Rental Period</u>: The rental period shall commence on the date listed in "Rental Start Date" and terminate on date listed in 'Rental End Date". The Lessee shall return the equipment to the Owner's premises by the end of the rental period in the same condition as it was received, ordinary wear and tear excepted.

2. *Rental Fee*: The Lessee shall pay a rental fee listed in "Daily Rate" per day of the rental period. The rental fee is due in full upon the signing of this Contract and is non-refundable.

3. <u>Security Deposit</u>: The Lessee shall provide a security deposit of \$100 upon signing this Contract. The security deposit will be refunded to the Lessee within 10 business days after the end of the rental period, provided that the equipment is returned in good condition.

4. <u>Use of Equipment</u>: The Lessee agrees to use the equipment solely for its intended purpose and in accordance with all applicable laws and regulations. The Lessee shall not make any alterations or modifications to the equipment without the Owner's prior written consent.

5. <u>Maintenance and Repairs</u>: For any rentals longer than 7 days, the Lessee shall be responsible for all maintenance and repairs required during the rental period, including but not limited to, oil changes, blade sharpening, and replacement of worn parts. The Lessee shall promptly notify the Owner of any maintenance or repair needs. Damages made during rental period will be charged as listed in "Fee List" and are due in full within 5 business days of 'Rental End Date".

6. *Insurance*: The Lessee shall maintain adequate insurance coverage for the equipment during the rental period, including coverage for loss, damage, and liability. The Lessee shall provide proof of insurance upon request.

7. *Indemnification*: The Lessee shall indemnify and hold harmless the Owner from any and all claims, damages, losses, or liabilities arising out of the Lessee's use or misuse of the equipment.

8. *Termination*: The Owner reserves the right to terminate this Contract at any time if the Lessee fails to comply with any of its terms and conditions. In the event of termination, the Lessee shall immediately return the equipment to the Owner.

9. *Governing Law*: This Contract shall be governed by and construed in accordance with the laws of Duval County, the state of Florida, and/or the United States of America.

10. *Entire Agreement*: This Contract constitutes the entire agreement between the parties with respect to the rental of the equipment and supersedes all prior agreements and understandings, whether written or oral.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first above written.

<u>Hillis Home Improvement</u> Print Name of Owner

Print Name of Lessee

Signature of Owner

Fee List

1. *Lost Key*: In the event that the Lessee loses the key to the mower, a fee of \$50.00 plus labor costs will be charged to cover the cost of replacing the key and rekeying the mower.

2. *Excessive Cleaning*: The Lessee is responsible for returning the mower in a clean condition. If the mower requires excessive cleaning beyond normal wear and tear, a cleaning fee of \$100.00 will be charged.

3. **Damage Blades**: In the event that the Lessee damages the mower blade(s) beyond normal wear and tear, the Lessee shall be responsible for blade replacement fee of \$35.00 per blade plus labor costs.

4. *Tire Damage*: In the event that the Lessee damages the mower tire(s) beyond normal wear and tear, the Lessee shall be responsible for tire replacement fee of \$50.00 per tire plus labor costs.

5. *Other Damage*: The Lessee shall be responsible for any damage to the mower beyond normal wear and tear. Repair costs will be assessed based on the extent of damage and will be charged to the Lessee accordingly.

6. *Late Return*: If the Lessee fails to return the mower by the agreed-upon return date and time, a late fee of \$250.00 per day will be charged until the mower is returned.

7. *Fuel Replacement*: The mower should be returned with a full tank of fuel *(NON-ETHANOL FUEL ONLY!)*. If the fuel level is below full upon return, the Lessee will be charged for the cost of refueling the mower, plus a service fee of \$25.00.

8. *Unauthorized Use*: If the Lessee uses the mower for any unauthorized purpose or in violation of this Contract, additional fees may be imposed at the discretion of the Owner.

9. *Towing and Recovery*: If the mower becomes inoperable due to the Lessee's negligence or misuse and requires towing or recovery, the Lessee will be responsible for all associated costs.

10. *Insurance Deductible*: In the event of damage covered by insurance, the Lessee will be responsible for the insurance deductible as outlined in the insurance policy.

All fees listed above are subject to change at the discretion of the Owner.

By signing the Rental Contract, the Lessee agrees to abide by the terms and conditions outlined in this Fee List.

___/____/____

Signature of Lessee

Date