

INNOVATIVE RENTAL SUPPLY

EQUIPMENT RENTAL TERMS & CONDITIONS DISCLAIMERS

1. Lessee acknowledges that they will have an opportunity to personally inspect any equipment for any cosmetic flaws or equipment defects and if it is suitable for their needs and in good condition. Lessee shall immediately notify Innovative Rental Supply, henceforth referred to as INNOVATIVE, of any such defects and shall refrain from using defective equipment. Lessee further acknowledges that he/she or any employee understands how to safely operate the equipment and only competent and/or qualified personnel to operate/utilize equipment.
2. Lessee shall be responsible for maintenance, control, proper use, and supervision of the equipment until such time the equipment is dismantled and returned to INNOVATIVE for removal from the Job Site.
3. Lessee shall notify INNOVATIVE immediately if any possible damage has occurred to the equipment that would affect the structural integrity.
4. Lessee shall abide by all manufacturer recommendations for the safe use of the equipment.
5. Lessee shall be responsible for compliance with all laws and regulations related to the proper possession and use of the equipment.
6. Lessee is responsible for compliance with all city codes, permits and all required licenses.
7. INNOVATIVE liability for all losses and damages to Lessee from any cause including negligence, delay, or the failure of the equipment to operate, shall not exceed two times the weekly rental rate for the equipment involved or the repair or replacement of defective equipment at INNOVATIVE option but in no event shall INNOVATIVE be liable for incidental or consequential damages.
8. Lessee assumes full responsibility for and shall indemnify and hold INNOVATIVE harmless from all judgments, claims, and other expenses, including attorneys' fees, relating to claims of damage or injury to property or persons arising out of Lessee's negligence or improper use of the equipment.
9. Lessee is responsible for always having equipment accessible and available, otherwise rental charges will continue until the equipment is accessible and available. A separate pick-up charge will be made for each pickup trip required.
10. Lessee shall not permit anyone other than Lessee or its employees to use or operate the equipment. Lessee shall not assign or sublet any part of this contract or the equipment.
11. Once in Lessee's possession, any subsequent damage, in transit or at the place of use, is the responsibility of Lessee including both labor and parts. INNOVATIVE will not reimburse nor be liable for any expenses not specifically authorized by it. The rental charge shall not abate while equipment is undergoing such repair provided repairs are promptly completed by INNOVATIVE. No rental adjustment will be made for any reason whatsoever unless a call for a service is made promptly upon the occurrence of the service problem.
12. Lessee is expected to pay any applicable taxes. A sales tax-exempt certificate must be supplied where applicable.
13. Full Insurance: Lessee shall provide a certificate of insurance demonstrating insurance coverage sufficient for replacement cost of any rented equipment in the event that such equipment is lost, stolen, damaged or destroyed. Lessee acknowledges that INNOVATIVE does not provide insurance coverage on the equipment while it is in Lessee's possession. Lessee agrees that in the event of theft, loss, or damage beyond repair to equipment that Lessee will reimburse INNOVATIVE at established new costs or provide identical equipment. Lessee agrees that the rental rate shall continue until reimbursement is made in full or equipment is replaced to INNOVATIVE satisfaction.
14. Lessee agrees to pay for the rental, portal to portal, at the rates set forth in this agreement by Cash on Delivery or upon Credit approval. Equipment on rent will be billed at the end of each 28-day period.
15. If any Lease installment is not paid within 30 days after the due date, the Lessee shall pay to the Lessor a service charge of 12% Failure to make such payment is a material breach of this agreement and terminates all credit privileges. In the event a Lessee's account becomes delinquent. Nothing herein shall deprive INNOVATIVE of its right to repossess equipment when timely payment is not made and neither INNOVATIVE nor its agents shall be liable for any claims of damage or trespass arising out of such repossession.
16. Lessor shall have the right to inspect the equipment prior to taking possession and maintain all other safety accessories in good working order while in the possession of Lessee. Lessee agrees to use all recommended and/or required safety devices at all times.
17. Lessee agrees to use the equipment solely at the job location specified in all rental contracts.
18. Lessee grants INNOVATIVE permission to use any photograph or video obtained of rental equipment and/or jobsite, in any future publications, website articles or other documents and media. This information may be used for public displays in various ways to promote INNOVATIVE. All images and videos, digital or otherwise, are the sole property of INNOVATIVE.
19. Lessee acknowledges that these Terms of Rental apply to and constitute the entire agreement of any rental contract.

COMPANY NAME: _____ MINIMUM RENTAL CYCLE: _____

RENTAL ADDRESS: _____ PO# _____

ACCEPTED BY (PRINT): _____ TITLE: _____

ACCEPTED BY (SIGNATURE): _____ DATE: _____