

Equipment Rental Agreement and Limited Liability Waiver

This Equipment Rental Agreement and Limited Liability Waiver (the "Agreement") is entered into on [_____], between **Hudson's Everyday Equipment Rental LLC** ("Owner") and [_____] an individual or entity ("Renter").

1. Equipment Rental

The Owner agrees to rent to the Renter the following equipment (the "Equipment"):

- **Item:** [_____]
- **Serial Number/Identifier:** [_____]
- **Condition at Pickup:** The Renter acknowledges that they have inspected the Equipment at the time of pickup and accept it in **"as is" condition**, free of any warranties unless otherwise stated in writing. By taking possession, the Renter confirms the Equipment is in good working order, complete with all necessary components, and suitable for its intended use. Any concerns or defects must be reported prior to departure from the pickup location. Once the Equipment leaves the Owner's possession, the Renter assumes full responsibility for its condition and use.

2. Rental Term

- **Start Date:** [_____]
- **End Date:** [_____]
- **Late Return Policy:** The Renter agrees to return all rented Equipment to the Owner's designated location by the agreed-upon End Date and time. If the Equipment is not returned on time and no prior extension has been approved by the Owner, the Rental Term will automatically renew for the same duration as the original rental period. The renewed term will be charged at **twice the standard Rental Fee** applicable to the Equipment. Additional charges may apply if the delay causes scheduling conflicts or loss of business. The Owner reserves the right to pursue recovery of Equipment and associated fees if the Renter fails to communicate or return the Equipment within a reasonable timeframe.

3. Rental Fees

- **Rental Rate:** The Renter will pay the Owner a rental fee of [_____] for the rental term.

- **Payment:** Full payment is due on the **Start Date** of the rental. The Owner accepts the following forms of payment:
[Cash – Venmo – Credit/Debit Cards - Cryptocurrency]
- **Security Deposit:** A refundable security deposit of [] is required at the time of rental. This deposit will be returned to the Renter upon the safe, clean, and timely return of the Equipment in the same condition as received, **normal wear and tear excepted**. The Owner reserves the right to apply all or part of the deposit toward the cost of repairs, cleaning, replacement, or any unpaid fees.
- **Delivery and Pickup Fees:** If the Renter requests delivery or pickup of Equipment, an additional fee of [] will apply based on distance, location, and scheduling availability. Delivery and pickup must be arranged in advance and confirmed by the Owner. The Owner is not responsible for delays caused by inaccessible locations or lack of communication.
- **Cleaning Fees:** Equipment must be returned in reasonably clean condition. If returned excessively dirty or with debris, mud, paint, or other materials requiring extra cleaning, a **cleaning fee of \$100** will be deducted from the security deposit or charged separately. The Owner will provide documentation of cleaning charges upon request.
- **Fuel Policy:** All motorized Equipment is provided with a **full tank of fuel** at the time of rental. The Renter may return the Equipment **with any fuel level**, and no refueling charges will apply. This policy does not apply to separate fuel containers or accessories.

Optional fuel containers (e.g., gas cans with extra fuel) may be available for purchase at the time of rental. These are offered as a convenience and are not included in the Equipment rental fee.

4. Renter Responsibilities

The Renter agrees to the following terms during the rental period:

- **Proper Use:** Use the Equipment in a safe and proper manner for its intended purpose and will follow all manufacturer instructions and safety recommendations.
- **Routine Maintenance:** Perform basic care and maintenance as needed to keep the Equipment in good working condition.
- **Notification:** Report any damage, malfunction, loss, or accident involving the Equipment to the Owner without delay.

- **No Modifications:** Do not alter, modify, or tamper with the Equipment in any way.
- **No Subleasing:** Do not loan, sublease, or permit use of the Equipment by any third party without prior written approval from the Owner.

5. Optional Damage Waiver

The Renter may elect to purchase an **Optional Damage Waiver** to reduce financial responsibility for accidental damage to the Equipment. This waiver:

- **\$50/ Day** Covers up to **\$500 in accidental damage**
- **\$25/Day** Covers up to **\$250 in accidental damage**
- Does **not** cover theft, loss, gross negligence, misuse, or failure to follow safety guidelines
- Must be selected and paid in full prior to the Start Date

The Damage Waiver is non-refundable once the rental begins. The Owner reserves the right to assess damage and determine eligibility under the waiver terms. If damage exceeds the waiver limit or falls outside its scope, the Renter remains responsible for the full cost of repair or replacement. **Please select one:**

☐ **Yes**, I elect to purchase the Optional Damage Waiver

Daily Cost: _____

Start Date: _____

End Date: _____

Total Waiver Fee: \$ _____

☐ **No**, I decline the Optional Damage Waiver and accept full financial responsibility for any damage to the Equipment.

6. Early Returns and Cancellations

- **Early Returns:** If the Renter returns the Equipment before the scheduled End Date, no refund or credit will be issued for unused rental time unless otherwise agreed in writing. At the Owner's discretion, a **partial credit may be issued toward a future rental**, depending on circumstances and availability.
- **Cancellations:** Cancellations made **at least 24 hours** before the scheduled Start Date may be eligible for a full refund or credit. Cancellations made **less than 24 hours** before the Start Date may result in a **cancellation fee of \$25**, deducted from

any prepaid amount or deposit. No-shows or same-day cancellations may forfeit the full rental fee.

7. Assumption of Risk and Limited Liability Waiver

The Renter acknowledges that the use of rental Equipment carries inherent risks, including but not limited to personal injury, property damage, or equipment failure. By entering into this Agreement, the Renter voluntarily assumes all such risks and agrees to use the Equipment responsibly and at their own risk.

The Renter hereby releases and holds harmless Hudson's Everyday Equipment Rental LLC ("Owner") from any and all claims, liabilities, or damages arising from the Renter's use, operation, or possession of the Equipment, **except in cases of the Owner's gross negligence or willful misconduct.**

The Renter further agrees to indemnify and defend the Owner against any claims, losses, or expenses (including legal fees) resulting from the Renter's negligence, misuse of the Equipment, violation of applicable laws, or breach of this Agreement.

8. Damage, Loss, or Theft

The Renter is financially responsible for any damage to the Equipment occurring during the rental period due to misuse, neglect, unauthorized use, or failure to follow safety guidelines. If the Equipment is lost, stolen, or damaged beyond repair, the Renter agrees to pay the **full replacement cost**, including applicable taxes, shipping, and restocking fees.

The Owner will assess the damage and provide a written estimate or invoice for repair or replacement. The Renter may request documentation or clarification before payment is due. The Owner reserves the right to deduct applicable costs from the security deposit or pursue additional payment if the deposit does not cover the full amount.

9. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. Any legal action, claim, or proceeding arising out of or relating to this Agreement shall be brought exclusively in the courts located in **Saint Croix County, Wisconsin**, and both parties hereby consent to the jurisdiction and venue of such courts.

10. Definitions

For the purposes of this Agreement, the following terms shall have the meanings set forth below:

- **“Owner”** refers to Hudson's Everyday Equipment Rental LLC, the party providing the Equipment for rent.
- **“Renter”** refers to the individual or entity renting the Equipment from the Owner.
- **“Agreement”** refers to this Equipment Rental Agreement and Limited Liability Waiver.
- **“Equipment”** refers to the item(s) listed in Section 1 of this Agreement, including all attachments, accessories, and components provided at the time of rental.
- **“Rental Term”** refers to the period between the Start Date and End Date as specified in Section 2.
- **“Security Deposit”** refers to the refundable amount paid by the Renter to cover potential damage, loss, or additional fees.
- **“Normal Wear and Tear”** refers to minor cosmetic blemishes or deterioration that occurs through ordinary use, excluding damage from misuse, neglect, or abuse.
- **“Gross Negligence”** refers to conduct so reckless or careless that it demonstrates a substantial disregard for safety or responsibility.

11. Entire Agreement

This Agreement constitutes the entire understanding between the Owner and the Renter regarding the rental of Equipment and supersedes all prior discussions, communications, or agreements, whether written or oral. No modifications or amendments shall be valid unless made in writing and signed by both parties.

By signing below, the Renter acknowledges that they have read, understood, and agree to all terms and conditions outlined in this Agreement.

12. Signatures

By signing below, both parties agree to the terms and conditions outlined in this Equipment Rental Agreement and Limited Liability Waiver.

Owner: Hudson's Everyday Equipment Rental LLC

[Signature] : _____.

[Printed Name] : Alexander Lessard

[Date] : _____.

Renter:_____.

[Signature] :_____.

[Date] :_____.