

**EQUIPMENT RENTAL AGREEMENT**  
**GAINES CONSTRUCTION RENTALS, LLC**  
14106 Tomentosa Ave., Riverview, FL 33569  
(813) 322-2668 | rent@gainesrentals.com

**1. Acceptance of Rental Terms Upon Pickup or Use**

Lessee acknowledges and agrees that by picking up, receiving, loading, transporting, possessing, or using the rental equipment, Lessee has reviewed, understood, and agreed to all terms and conditions of this Equipment Rental Agreement, whether or not this agreement has been physically or electronically signed. Possession or use of the equipment constitutes full acceptance of all terms herein. Acceptance may also be evidenced by electronic communication, including email or text message confirmation.

**2. Binding Effect Without Signature**

This agreement shall be binding upon Lessee upon pickup, delivery, possession, or use of the equipment, regardless of whether Lessee has signed this agreement.

**3. Equipment Condition at Pickup**

Lessee acknowledges that the equipment is received in good working condition unless otherwise documented at the time of pickup or delivery. Once the equipment leaves Lessor's possession, Lessee assumes full responsibility for loss, theft, damage, misuse, or improper operation.

**4. Rental Fees & Payment / Credit Card Authorization**

Payment is due upon pickup or delivery. Late returns will incur additional charges. Lessee authorizes Lessor to charge the credit card on file for all rental fees, damages, late fees, cleaning fees, recovery costs, or other charges due under this agreement.

Lessee agrees not to dispute, reverse, or initiate a chargeback for any charges authorized under this agreement. Any billing questions or disputes must be submitted directly to GAINES Construction Rentals, LLC prior to initiating a chargeback. Lessee acknowledges that initiating a chargeback in violation of this agreement constitutes a material breach of contract and may result in additional fees, collection activity, and/or legal action.

**5. Cancellations & No-Show Policy**

Lessee may cancel a reservation by providing at least seventy-two (72) hours' notice prior to the scheduled pickup or delivery time. Cancellations made with less than seventy-two (72) hours' notice, or failure to pick up the equipment as scheduled ("no-show"), may result in forfeiture of any deposit paid.

Lessor may also charge up to one (1) day's rental rate for late cancellations or no-shows at Lessor's discretion.

**6. Use of Equipment / Improper Operation**

Lessee agrees to operate the equipment in a safe, lawful, and manufacturer-recommended manner. Only trained and authorized individuals may operate the equipment. No modifications are permitted.

Lessee acknowledges that tracks, tires, drivetrains, steering components, and undercarriage systems are highly sensitive to improper operation. Damage caused by excessive spinning, zero-turn maneuvers, curb strikes, improper terrain use, overloading, or failure to operate the equipment as instructed shall be charged to Lessee and shall not be

considered normal wear and tear.

## **7. Insurance, Liability & Indemnification**

Lessee is responsible for maintaining insurance coverage for liability, theft, and damage for the duration of the rental period. GAINES Construction Rentals, LLC shall not be liable for injury, death, property damage, or losses arising from the possession, operation, transportation, or use of the equipment.

Lessee agrees to indemnify, defend, and hold harmless GAINES Construction Rentals, LLC, its owners, employees, and agents from any and all claims, damages, losses, liabilities, costs, or expenses arising from or related to Lessee's possession or use of the equipment.

## **8. Late Return / Holdover**

Lessee agrees to return the equipment on or before the agreed return date and time. Any equipment returned late without prior written approval from Lessor shall be subject to additional charges, including the applicable daily rental rate plus a late fee of \$150 per day, or any portion thereof.

Time is of the essence for all rental periods. Failure or refusal to return the equipment as agreed constitutes a material breach of this agreement. Lessor reserves the right to charge the credit card on file, retain any cash security deposit, and pursue all available remedies, including recovery costs, lost rental revenue, and legal action.

## **9. GPS Tracking & Termination**

Rental equipment may contain GPS tracking devices for theft prevention, recovery, and location monitoring. Lessee consents to such monitoring during the rental period.

Lessor reserves the right to terminate this agreement and recover the equipment at any time if the terms of this agreement are violated.

## **10. Third-Party Pickup / Authorized Agent**

Lessee may authorize a third party to pick up, transport, operate, or return rental equipment on Lessee's behalf. Lessee expressly agrees that any individual who signs this agreement, picks up, possesses, transports, or uses the equipment is acting as Lessee's authorized agent.

The signature of an authorized agent shall be fully binding upon Lessee to the same extent as if Lessee personally signed this agreement. Lessee remains fully responsible for all obligations, damages, misuse, loss, theft, fees, and compliance with this agreement, regardless of who signs for, picks up, or operates the equipment.

## **11. Governing Law**

This agreement shall be governed by and construed in accordance with the laws of the State of Florida.

## **12. Acknowledgment of Understanding and Agreement**

Lessee acknowledges that Lessee has read, understands, and agrees to all terms and conditions contained in this Equipment Rental Agreement in its entirety. Lessee further acknowledges that Lessee has had the opportunity to ask questions and seek clarification regarding this agreement.

Lessee agrees to be fully bound by all terms and conditions of this agreement, whether signed by Lessee personally or by an authorized agent acting on Lessee's behalf.