



## EQUIPMENT RENTAL AGREEMENT

This Agreement is made and entered into as of \_\_\_\_/\_\_\_\_/20\_\_\_\_ by and between The Crane Guy, having its place of business at 2980 Teagarden Street, San Leandro, CA, 94577 (The Crane Guy's place of business)

and \_\_\_\_\_  
(Lessee)

having its place of business at:

\_\_\_\_\_  
(Lessee's place of business)

**1. Agreement:** The Crane Guy hereby rents to Lessee equipment, (hereinafter referred to as the "Equipment") and Lessee shall pay to The Crane Guy, as rent for the Equipment, the amounts, daily or weekly rates, as determined by estimates given to Lessee from The Crane Guy, and for the period ("The Term") commencing on \_\_\_\_/\_\_\_\_/ 20\_\_\_\_ and ending on \_\_\_\_/\_\_\_\_/ 20\_\_\_\_.

**2. Payment Terms:** Lessee agrees that the payment terms are based upon credit information at time of rental. Should there be any change of such information, Lessee agrees that The Crane Guy is privileged to revise the terms of payment with notice to Lessee. Rent is due and payable on a Net 30 basis from the invoice date. All invoices not paid within 45 days from the invoice date may bear late charges at the rate of 1.5% per month. First time and out of town renters, at The Crane Guy's discretion, may be on a C.O.D. basis. All accounts that have had prior Net 60 payments will be on a C.O.D. basis as well. If The Crane Guy places the account in the hands of an attorney for collection, Lessee agrees to pay reasonable outside attorney's fees and court costs that may accrue.

**3. Indemnity:** Lessee agrees to indemnify and hold The Crane Guy harmless from any and all third party claims, actions, suits, proceedings, reasonable and verifiable costs, expenses, damages and liabilities, including reasonable outside attorney fees arising out of, connected with, or resulting from the rental/lease of any Equipment including motor vehicle, or the employment of any personnel provided by The Crane Guy, while the Equipment is in the actual custody and control of Lessee, except to the extent arising out of or resulting from any mechanical defect or malfunction of the Equipment, or the negligence or willful misconduct of The Crane Guy, its employees, agents, contractors or representatives, or a breach by The Crane Guy of any term, condition, representation or warranty under this Agreement. The Crane Guy shall not be held liable for any consequential damages resulting from non-operation or mechanical malfunction of any rental/leased Equipment. Lessee also agrees to indemnify, defend, and hold The Crane Guy harmless from and against any and all third party claims, actions, suits, proceedings, reasonable and verifiable costs, expense, damages and liability including reasonable outside attorney fees arising out of, connected with or resulting from the manufacture, alteration, or modification by Lessee's agents, or any equipment or vehicle supplied to Lessee pursuant to this Agreement. While the Equipment is in the actual custody and control of Lessee, except to the extent Lessor is obligated to indemnify hereunder, Lessee shall not be liable for any damages, reasonable and verifiable costs, expenses, etc., that are the result of The Crane Guys's negligence or willful misconduct.

**4. Insurance Generally:** Lessee shall secure and maintain (a) All Risk Physical Damage insurance including coverage for collision and upset and comprehensive losses to the Equipment rented from The Crane Guy hereunder, and (b) Comprehensive General Liability for personal injury, bodily injury and property damage.

The Comprehensive General Liability policy shall include coverage for Hired and Non-Owned Automobile Liability and Physical Damage. Lessee shall provide to The Crane Guy, Certificate of Insurance and Additional Insured endorsement signed by an authorized agent of the Lessee's insurance company, evidencing that the Lessee is in compliance with the insurance provisions of this Agreement prior to the delivery of any Equipment or vehicles rented or leased by Lessee hereunder. Lessee shall have insurance company providing coverage required hereunder add the interest of The Crane Guy as Additional Insured and Loss Payee as The Crane Guy's interest may appear in reference to any and all Equipment provided by The Crane Guy under the terms and conditions of this Agreement. Each such certificate issued to The Crane Guy shall stipulate that the coverage indicated on the insurance certificate shall be primary coverage and not contributing with any other insurance maintained by The Crane Guy. It is agreed that the Lessee's insurance coverage shall commence at the time any of The Crane Guy's Equipment leaves The Crane Guy's premises and shall remain in full force and effect for "The Term" until the Equipment is returned to the premises of The Crane Guy unless The Crane Guy shall stipulate that such Equipment is to be returned to a specific location other than The Crane Guy's premises. 2980 Teagarden Street, San Leandro, CA 94577.

**5. Cancellation of Insurance:** Lessee's insurance company shall provide The Crane Guy with not less than 30 days written notice prior to the effective date of any cancellation or material change to any insurance maintained by Lessee pursuant to the foregoing provisions.

**6. Delivery of the Equipment:** In the event the Equipment is to be delivered by

The Crane Guy's trucks and technicians, as referred by The Crane Guy, Lessee shall compensate said technicians directly on its own payroll and maintain Workers Compensation insurance coverage for such technicians on a portal to portal basis, (the time that they leave The Crane Guy's place of business or designated location to the time that they return the Equipment to The Crane Guy's place of business or designated location). Lessee agrees to indemnify, hold harmless, and defend The Crane Guy, its technicians, and representatives in connection with delivery by The Crane Guy's trucks and/or technicians referred by The Crane Guy, except in the case of any mechanical defect or malfunction, negligence or willful misconduct of The Crane Guy.

**7. Loss of or Damage to Equipment:** Lessee is responsible for loss, damage, or destruction of the Equipment, while the Equipment is in the actual custody and control of Lessee, beyond reasonable wear and tear, including but not limited to losses while in transit, while loading and unloading, while at any and all locations, while in storage and while on Lessee's premises, except that Lessee is not responsible for damage to or loss of the Equipment caused by The Crane Guy, its technicians or representatives negligence or willful misconduct or any mechanical defect or malfunction of the Equipment or a breach by The Crane Guy of any term, condition, representation or warranty under this Agreement.

**8. Valuation of Loss/The Crane Guy's Liability is Limited**

Unless otherwise agreed in writing, Lessee shall be responsible to The Crane Guy for the replacement cost value or the repair cost of the Equipment (if the Equipment can be restored, by repair, to its pre-loss condition) whichever is less. The Crane Guy will not be bound by an insurance company's valuation of the Equipment based on a calculation of actual cash value or total loss value. Lessee is also responsible to fully compensate The Crane Guy for the proven loss of use of the Equipment during the time it is being repaired or replaced, as applicable. Loss of use shall be calculated at the rental rate provided for in this Agreement. Accrued rental charges shall not be applied against the purchase price or cost of repair of the lost, stolen or damaged Equipment. In the event of loss for which The Crane Guy is responsible, The Crane Guy will, in no event, be liable for any consequential, special, or incidental damages. Vehicle coverage shall be provided on an actual cash value basis.

**9. Bailment.** This Agreement constitutes an Agreement or bailment of the Equipment and is not a sale or the creation of a security interest. Lessee will not have, or at any time acquire, any right, title, or interest in the Equipment, except the right to possession and use as provided for in this Agreement. The Crane Guy will at all times be the sole owner of the Equipment.

**10. Condition of Equipment:** The Crane Guy offers its Equipment for inspection and testing at the time of rental provided Lessee shall not be deemed to have knowledge of any defects or conditions of the Equipment which could not be ascertained by a reasonable visual inspection of the Equipment. All Equipment is rented in working condition and is to be returned in the same condition, reasonable wear and tear excepted. Cleaning fees may be charged to the Lessee if, during "The Term," the Equipment is made to be soiled by heavy dust, dirt, sand, or mud. Also if, during "The Term," and subject to Lessee's approval, the Equipment is made to be wet, a dry out fee may be also be charged. Lessee agrees not to remove, cover, alter or deface any tags, serial numbers or nameplates on the Equipment.

**11. Cancellations:** For cancellations made within a 72 (seventy-two) hour period prior to the rental day a charge of 50% of total quoted price including labor, will apply. One full day of labor and Equipment rental shall be charged for cancellations made within a 24 (twenty-four) hour period prior to the rental day.

**THE CRANE GUY HEREBY REPRESENTS, WARRANTS THAT THE EQUIPMENT IS FREE FROM LATENT DEFECTS AND IS IN GOOD WORKING ORDER AND WILL FUNCTION PROPERLY WHEN USED FOR ITS INTENDED PURPOSE AND THE CRANE GUY HAS COMPLIED AND WILL CONTINUE TO COMPLY WITH ALL APPLICABLE MANUFACTURER'S SPECIFICATIONS. THE CRANE GUY SHALL NOT BE LIABLE FOR ANY INJURY, LOSS OR DAMAGE DIRECTLY OR CONSEQUENTLY ARISING OUT OF THE USE OR INABILITY TO USE THE EQUIPMENT, WHETHER USED ALONE OR IN CONJUNCTION WITH ANY OTHER EQUIPMENT, EXCEPT IF SUCH INJURY, LOSS OR DAMAGE IS CAUSED BY THE CRANE GUY'S NEGLIGENCE, WILLFUL MISCONDUCT, OR TO THE EXTENT THE CRANE GUY IS OBLIGATED TO INDEMNIFY HEREUNDER.**

This Agreement may be executed in counterparts and by facsimile signature or signature that is scanned and transmitted by e-mail; such forms of signature shall be deemed to be original and fully binding.

Lessee: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Date: \_\_\_\_/\_\_\_\_/ 20\_\_\_\_