



Equipment Rental Agreement

Date: _____

Name		Phone #			
Address		Work Phone #			
City		State	Zip		
Driver's License #		State			
Item Description	Serial # (s)	Date Out	Time Out	Date to return	Time to return
1					
2					
3					
Comments (Out)					

Return Information

Item # (From Above)	Checked in By	Date In	Time In	Amount Due	Comments
Comments (In)					

TERMS AND AGREEMENT TO RENT EQUIPMENT

IT IS UNDERSTOOD that I, the undersigned, received instruction regarding the use of the item(s) rented, and that I agree to all of the rental terms and agreements contained herein. I acknowledge that I have received the item(s) listed.

- I agree to indemnify and hold harmless Herup Holdings, LLC, dba ASJ Small Engines, Etc., ("ASJ") its employees or agents, as well as the equipment manufacturer for any damage or injury.**
- I agree to pay a minimum period rental charge of \$_____ for the first 2 4 8 24 hours, and \$_____ per hour for each hour or portion thereof that the equipment is not returned to ASJ.
- I agree to return this equipment within the time specified and I understand that a late return may incur late charges in addition to the normal hourly rate.
- I will return the equipment to ASJ in the same condition as it was provided to me, ordinary wear and tear excepted, and to pay for the repair of any damage to the equipment and all liability of injury to any person or property caused by the operation, handling, or transportation of the equipment during the rental period.
- I understand that failure to return all items as listed above is a crime and may result in criminal prosecution in accordance with applicable state laws.
- PHYSICAL CONDITON OF EQUIPMENT** - I acknowledge that prior to taking the rented equipment I examined it, saw it in operation (if appropriate), and am aware of its condition and that it is in good condition except for any deficiency noted on this contract.
- USE OF THE RENTAL EQUIPMENT** – I agree that I am satisfied with the instruction given regarding the operation and safe use of this equipment. I further agree that the equipment will be used only by me and only for the purpose for which the equipment was manufactured and intended. I will not transfer the use of this equipment to any other person or organization.

8. **RESPONSIBILITY FOR EQUIPMENT AND USE AND DISCLAIMER OF WARRANTIES** – From the time the equipment is checked out until it is returned, I am responsible for it and its use. If the equipment is lost, stolen or damaged under any circumstances while rented, regardless of fault, I will be responsible for all charges, including labor costs, to replace or repair the equipment. I agree to indemnify, hold harmless, and hereby release Herup Holdings, LLC, dba ASJ Small Engines, Etc. (“ASJ”) from any and all claims for damage to property or bodily injury (including death) resulting from the use or possession of the equipment, whether such damage or injury resulted in whole or in part from ASJ’s negligence, from the condition of the equipment, or from any cause. There are no warranties, express or implied, including merchantability or fitness for a particular purpose in connection with this agreement.
9. **EQUIPMENT FAILURE** – I agree to immediately discontinue the attempt to use the rented equipment should it at any time become unsafe to do so. I agree to notify ASJ immediately of any problems with the equipment. ASJ agrees in its discretion to make the equipment operable, or to provide you with similar equipment, if available, or adjust the rental agreement.
10. **RETURN OF EQUIPMENT** – The rented equipment is ASJ’s property and is rented to me subject to this contract for rental fees and for the period of time noted in this contract. If I desire to extend the term of this rental beyond the time and date specified in the agreement, I will immediately contact ASJ to obtain its approval and to extend the rental time. If I do not return the equipment by the specified date and time, I will be charged a late charge as designated by ASJ.
11. **CHARGES AND PAYMENTS** – I am responsible for all rental charges from the time the equipment is checked out as specified in this agreement until it is returned, and other charges hereunder. I will return the equipment promptly, clean and in good condition. I will be responsible and will pay ASJ all charges hereunder. If the rental charges are charged to someone other than myself, I will remain liable for the charges and for the other obligations and responsibilities hereunder.
12. **COLLECTION COSTS** – I agree to pay attorney fees, collection fees, court costs, and any other expenses incurred in collecting any charges under this agreement or otherwise enforcing the terms of this contract.
13. **ALTERATION OF CONTRACT AGREEMENT** – This form represents our entire contract. There are no collateral, oral, or other agreements outstanding. None of Herup Holdings, LLC dba ASJ Small Engines, Etc. rights may be modified and no extension of the term of this contract may be made except in writing, signed by an ASJ representative and made a part of this contract.

Your Rental Period will not end until the equipment is returned to an ASJ Employee at our location.
ASJ Business Hours: Monday thru Friday 8:00 AM to 5:00 PM, Saturday 9:00 AM to 2:00 PM, Closed Sundays

Customer Signature: X _____ **Date:** _____

	2 Hours	4 Hours	Daily	Overtime/Hr
Aerator		70.00	95.00	15.00
Power Rake	30.00	50.00	70.00	15.00