



EXPERT RENTAL



EVENTS & EQUIPMENT

FORMERLY *TAYLOR RENTAL*

www.expertrentalct.com

696 Winsted Road • Torrington, CT 06790
(860) 496-RENT (7368) Phone • (860) 618-5600 Fax

THIS DOCUMENT IS A CONTRACT. YOU SHOULD FAMILIARIZE YOURSELF WITH ITS UNUSUAL FEATURES SO THERE WILL BE NO MISUNDERSTANDINGS AS TO YOUR OBLIGATIONS. THE WORDS RENTER, YOU AND YOURS MEAN THE PERSONS WHO SIGN THIS RENTAL CONTRACT (OR ARE OBLIGATED UNDER ITS TERMS). WE, OUR AND TAYLOR REFER TO THE TAYLOR RENTAL CENTER ONLY AT THE ADDRESS SHOWN ABOVE.

THE BACK OF THIS CONTRACT CONTAINS IMPORTANT TERMS AND CONDITIONS, INCLUDING TAYLOR'S DISCLAIMER FROM ALL LIABILITY FOR INJURY OR DAMAGE AND DETAILS OF RENTER'S OBLIGATIONS FOR RENTAL AND OTHER CHARGES AND RESPONSIBILITIES TO CARE FOR AND RETURN THE ITEMS RENTED. THEY ARE PART OF THIS CONTRACT - PLEASE READ THEM.

X _____

I ACKNOWLEDGE RECEIPT IN GOOD ORDER OF THE ITEM(S) RENTED, AND THAT I HAVE READ AND AGREE TO ALL TERMS OF THIS CONTRACT.

SIGNATURE

IF OTHER THAN RENTER, SIGNER REPRESENTS HE/SHE IS AGENT OF AND AUTHORIZED TO SIGN FOR RENTER.

CUSTOMER AUTHORIZES USE OF THIS CREDIT CARD FOR OVERTIME, DAMAGES, RENTAL, AND/OR SALES. NO REFUNDS IF PROCESSED

CALL IMMEDIATELY IF EQUIPMENT DOES NOT FUNCTION PROPERLY OR IF SHORTAGES ARE FOUND

If our employees assist in loading or unloading goods, you agree to assume the risk of, and hold us harmless from, any property damage or personal injury.

**Mon. - Fri. 8AM-5PM Sat. 7:30AM-5PM Sun. 7:30AM-Noon
RETURNS DURING STORE HOURS ONLY!**

SIDE ONE

TERMS AND CONDITIONS OF RENTAL

1. PHYSICAL CONDITION OF RENTAL ITEM(S)

You acknowledge that prior to taking the rental item(s), you examined it, saw it in operation (if appropriate), and are aware of its condition and that it is in good condition except for any defects noted on this contract. It is your responsibility to return the rented item(s) to Dealer in the same condition, except for ordinary wear and tear.

2. USE OF THE ITEM(S)

You agree that you are satisfied with the instruction giving by Dealer in the proper and safe manner of using the item(s) or that you are so familiar and told Dealer that you were. You further agree that the item(s) will be used only at the address designated and only for the purpose for which the item(s) was manufactured and intended. Subleasing or improper use is prohibited. You have read and understand the manuals, written operating instructions and warnings as supplied for the equipment.

3. RESPONSIBILITY FOR USE AND DISCLAIMER OF WARRANTIES

You are responsible for the use of the rented item(s). You assume all risk inherent in the operation and use of the item(s) and agree to assume the entire responsibility for the defense of and to pay, indemnify and hold Dealer harmless from, and hereby release Dealer from, any and all claims for damage to property or bodily injury (including death) resulting from the use, operation or possession of the item(s), whether or not it be claimed or found that such damage or injury resulted in whole or in part from Dealer's negligence, from the defective condition of the item(s) or from any cause. **YOU AGREE THAT NOWARRANTEES, EXPRESSED OR IMPLIED INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE HAVE BEEN MADE IN CONNECTION WITH THE EQUIPMENT RENTED.**

4. RESPONSIBILITY FOR EQUIPMENT

From the time the item(s) is rented out until it is returned, you are responsible for it. If the item(s) is lost, stolen or damaged under any circumstances while rented, regardless of fault, you shall be responsible for all charges, including labor costs, to replace or repair the item(s). If the item(s) is returned not clean, a cleaning charge will be imposed. Failure to return rented property under the terms of this contract may be subject the Renter to criminal and/or civil prosecution.

5. ITEM(S) FAILURE

You agree immediately to discontinue the attempt to use the rented item(s) should it at any time become unsafe or in a state of disrepair, and will immediately (one hour or less) notify Dealer of the facts, Dealer agrees in its discretion to make the item(s) operable within a reasonable time, or provide you with a like item if available, or make a like item available at another time, or adjust the rental charges. This provision does not relieve you from the obligation imposed by other paragraphs, including 4 and 6. In all events Dealer shall not be responsible for any injury or damage, including consequential damage, resulting from failure or defect of rented item(s).

6. RETURN OF ITEM(S)

The rented item(s) is Dealer's property and is rented to you subject to this contract for rental charges and for the period of time noted on the reverse side. If you desire to extend the term of this rental beyond the time and date specified on the reverse side under "Due", you must notify Dealer to obtain our approval, the terms for such extension and modification of this contract (see Paragraph 9). If this agreement has not been extended and you fail to return the item(s) when due in; Dealer, to enforce its property ownership of the item(s) and to protect its interest under this contract may retake the item(s) at any time and

to do so Dealer or its representatives may enter your property and you hereby waive any right of action against Dealer for such entry and retaking. In addition you acknowledge that the failure to return rented item(s) within the contracted time and the sale or concealment of returned item(s) are prohibited, and that such action may constitute a crime, Dealer, in addition to any other actions we may take, may notify the authorities and take other action, including the filing of criminal complaints, subjecting you to prosecution.

7. CHARGES AND PAYMENTS

Time is money. You are responsible for rental charges from the time the item(s) is "Out" as specified on the reverse side until it is returned, and other charges hereunder. Return the item(s) promptly, clean and in good condition. You and your representative, agent, or principal shall be responsible for and shall pay Dealer all charges hereunder. All charges are due upon return of the item(s) and on demand. If the rental charges are charged to someone other than the Renter, the Renter represents he/she is the agent of such party and has the right to charge this rental; the Renter nevertheless will remain liable for the charges and for the other obligations and responsibilities of the Renter hereunder. If rental charges are not paid within 10 days of their due date, Dealer at its discretion may recalculate all charges on a daily rental rate basis.

8. COLLECTION COSTS

You agree to pay attorney fees, collection fees, court costs and any other expenses incurred in collection any charges under this agreement, in retaking the rental item(s) or otherwise in enforcing the terms of this contract.

9. MODIFICATION OF CONTRACT

This paper represents our entire contract, and there are no collateral, oral, or other agreements outstanding. None of Dealer's rights may be changed and no extension of the terms of this contract may be made except in writing signed by Dealer and made part of this contract.

10. Expert Rental has provided a supplement covering acceptance of your party order and outlining your responsibilities and rental terms. This document becomes a part of your contract and should be read carefully to avoid additional charges.

By accepting of this contract, unless otherwise agreed to, you accept responsibility for obtaining all necessary permits and insurance for your event. You agree to accept the responsibility to have all underground utilities, or subsurface lines and tanks located and marked 7 days prior to your event date. You agree to hold Expert Rental harmless for any property damage, surface or subsurface caused during delivery and/or set up.

Expert Rental reserves the right to refuse delivery of merchandise or tenting to locations we deem unsafe or not secure. We will not deliver to any site where tents or other rental goods are not owned and installed by Expert Rental unless previously agreed to in writing.

Expert Rental is not responsible for any act of God or other unforeseen complication, to include high wind, water conditions, weather related delays, fallen trees or any condition which makes tent installation or event use unsafe. In the case of severe conditions, Expert Rental reserves the right to take down or not deliver rental items if the situation is deemed unsafe. The renter should have an alternative plan to cover this unlikely possibility.

Expert Rental is independently owned and operated.

THIS IS A SUPPLEMENT TO CONTRACT # _____

EQUIPMENT RENTAL GUIDELINE

1. As the renter, you are responsible for any and all damage to rental equipment. Any damage to the unit must be noted on delivery or you will be held responsible.
2. The renter agrees to accept all responsibility for tire damage. Any repair work to or replacement of tires will be charged to you at cost plus labor.
3. **DO NOT RUN ENGINES OUT OF FUEL** - The renter is responsible for monitoring fuel useage. **DO NOT RUN DRY!!** A minimum charge of \$150 will be assessed if we have to send out a mechanic to restart dry equipment.
 - All **ride-on** or **towable rentals** come with 1 full tank of fuel.
 - For equipment being picked up and returned to Expert Rental by the customer
 - Customer is responsible for returning the unit full of fuel or a \$75 charge will be imposed
 - For delivered equipment
 - One tank of fuel is included in the delivery price. Sufficient fuel must be kept in equipment at all times to allow for pick-up and loading purposes.
 - All **smaller power equipment** (tanks generally under 1 gallon) fuel level is not tracked. You may need to add fuel to complete your project. The fuel that is left in the equipment upon return reverts to Expert Rental.
4. All rental equipment must be as clean on pickup as it was on delivery/customer pickup or a cleaning charge will be assessed Please take care to hose equipment off before pickup or return.
5. All delivered equipment will be picked up at the point of delivery unless otherwise arranged or agreed to by Expert Rental. All locations must be accessible to our delivery truck and trailer.
6. **FOR YOUR SAFETY - DO NOT ACCEPT DELIVERY ON EXCAVATION EQUIPMENT UNLESS YOU HAVE CONTACTED "CALL BEFORE YOU DIG" (811).** If area is not CBYD marked prior to delivery, driver reserves the right not to unload equipment.
7. At the driver's discretion, equipment will not be delivered if it is to be used for a purpose other than that for which it is intended or reserved for, or in a manner inconsistent with safe operation or safety requirements of the unit being rented.
8. Our delivery person will be happy to give proper operational guidance on all equipment. Please feel free to keep him there as long as needed to become comfortable with the operation and features of your rental equipment. Please ask for additional information or written safety and instructional material if you are not familiar with the piece of equipment you are renting. Operators Manuals for all pieces of heavy construction equipment are located on the unit (either behind the seat or under the steering wheel) or on our website.
9. The renter assumes all responsibility for damage to property or person while in the possession of rental equipment, and for the safe operation of rental equipment.

I have read and understand this contract supplement. _____