



4203 Blue Star Hwy, Holland, MI 49423  
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# EQUIPMENT RENTAL AGREEMENT

This Equipment Rental Agreement ("Agreement") is entered into on \_\_\_\_\_, 20\_\_ between H.E.S. / A & B Farms Inc. with offices at A-4203 Blue Star Highway, Holland, Michigan 49423 ("Company") and the Company/Individual listed below ("Customer"). This initial term of this Agreement begins \_\_\_\_\_, 20\_\_ and ends \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
 Rented To (Name of Company or Individual)

\_\_\_\_\_  
 Phone Number

\_\_\_\_\_  
 Mailing Address

\_\_\_\_\_  
 Email Address

\_\_\_\_\_  
 City

\_\_\_\_\_  
 State

\_\_\_\_\_  
 Zip Code

\_\_\_\_\_  
 FEIN or Driver's License #

\_\_\_\_\_  
 Delivered to/Received by (Signature)

\_\_\_\_\_  
 Date

Whereas Company has Equipment available for Rent and Customer has need of the Equipment specified and listed hereunder, Company and Customer (the "Parties") mutually agree to the rates, terms and conditions as follows:

1. RENTAL EQUIPMENT AND RATE(S) SUBJECT TO THIS AGREEMENT. Company shall rent, and Customer takes rent, to the following equipment.

**Equipment Make/Model/Description**

**Serial Number**

**Rate\***

Equipment Make/Model/Description	Serial Number	Rate*
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**\*Note:** Specify Rate per Unit (i.e. Hour, Week, Month, etc.)

Sub-total from Above \_\_\_\_\_

+6% Michigan Use Tax (of Sub-total) \_\_\_\_\_

Security Deposit \_\_\_\_\_

**Total Amount Due** \_\_\_\_\_

### Payment Information

Amount Received: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_ Cash \_\_\_ Check (# \_\_\_\_\_) \_\_\_ Credit Card

2. **RENTAL RATE.** Unless otherwise specified in writing and agreed to by the Parties, all Equipment Rentals are subject to a MINIMUM CHARGE of \$\_\_\_\_\_00 PER WEEK and PER MACHINE if the actual hours used at the rate specified herein is less than the Minimum Charge. The Parties estimate the Total Rental Cost under the initial term of this Agreement (defined as estimated hours per machine x rate per hour per machine) to be \$\_\_\_\_\_.
3. **PAYMENT TERMS.** Rental usage payments are due by the 10th of the new month following a calendar month end. The payment due shall be the greater of the actual hours used x the applicable rate per hour, or the collective minimum charges for the prior calendar month plus 6% of this amount as Michigan Use Tax (to be paid by Customer).
4. **SECURITY DEPOSIT.** Customer shall pay 10% (\$\_\_\_\_\_) of the Estimated Total Rental Cost as a Security Deposit toward repairs resulting from damage(s) due to Customer's use of equipment listed under this Agreement. This Security Deposit is due and payable when this Agreement is signed and shall not bear interest. Listed Equipment herein shall not be released to Customer until this Security Deposit is paid. This Security Deposit will be returned to Customer at termination of this Agreement, subject to any amount retained to satisfy repairs resulting from damage(s) due to Customer's use.
5. **NON-SUFFICIENT FUNDS.** Customer shall be charged \$250.00 for each check that is returned to Company for lack of sufficient funds.
6. **SERVICE CHARGE.** Customer shall pay a Late Fee Service Charge of 1% of the amount due for any Rental Payment not made within (3) calendar days of the due date. If Rental Payment is not made within (10) calendar days of the due date, Customer shall be in Breach of this Agreement and shall immediately return the Equipment to Company.
7. **RISK OF LOSS OR DAMAGE.** Customer assumes all risks of loss or damage to the equipment from any cause, and agrees to return it to Company in the condition received from Company, with the exception of normal wear and tear. Company shall determine normal wear and tear. A Commencement Inspection and the use of photos or video shall document the baseline condition of the equipment when released to Customer. A Termination Inspection and the use of photos or video shall document the condition of the equipment at return to Company. All determinations made by Company are final.
8. **INSURANCE.** Customer shall name H.E.S. / A & B Farms, Inc. as an additional insured under its Casualty and Liability insurance policies. Customer shall insure the equipment for its full replacement value. Customer's warrants its insurance to be in effect at commencement of and for the term of this Agreement. A copy of Customer's insurance certificate shall be provided to Company upon delivery to Customer. Failure of Customer's insurer to honor a claim in no way changes the obligation of Customer to compensate Company for the full replacement value of the equipment.
9. **CREDIT REFERENCES.** For Rental Terms exceeding one calendar month, Customer will provide credit references prior to Company entering into Agreement. Acceptable credit references include a) Bank reference(s), and; b) Three (3) Trade references (minimum). Company retains the right to accept or refuse entering into agreement with Customer based on the references provided, or for no reason.
10. **OPERATION, CARE, MAINTENANCE, AND REPAIR OF EQUIPMENT.** The equipment must be used, operated and maintained in a careful, reasonable and responsible manner. Its use must comply with all applicable laws, ordinances, and regulations for the equipment. Customer shall maintain the equipment in good repair and operating condition, including daily visible/audible inspection and checks for adequate operating fluid levels. If repairs are necessary, Customer shall contact Company. Repairs not authorized or completed by Company are at "at risk" to Customer and in Breach of this Agreement.
11. **ACCEPTANCE OF EQUIPMENT.** Customer shall inspect each equipment item in advance of its release to Customer pursuant to this Agreement. Customer shall immediately document and notify Company of notable discrepancies or defects deemed to be significant. Customer's advance inspection and Acceptance of the Equipment condition is a prerequisite to its release to Customer. By execution of this Agreement, Customer Acceptance of the condition and delivery of the listed equipment shall be considered "as is".
12. **RETURN OF EQUIPMENT.** Customer is responsible for return of the equipment to Company at Customer's expense. All charges related to the return of the listed equipment, unless prepaid by Customer, will be invoiced to Customer's account.
13. **WARRANTY.** Company makes no warranties, express or implied, as to the equipment rented. Customer assumes full responsibility for the condition of the equipment.
14. **COMPANY'S RIGHT OF INSPECTION.** Company shall have the right to inspect the equipment at Customer's worksite during Customer's normal business hours, with or without advance Notice to Customer.
15. **OWNERSHIP AND STATUS OF EQUIPMENT.** The equipment will be deemed to be personal property, regardless of the manner in which it may be attached to any other property. Company shall be deemed to have retained title to the equipment at all times, unless Company transfers the title by sale. Customer shall immediately advise Company regarding any notice of any claim, levy, lien, or legal process issued against the equipment.
16. **INDEMNITY OF COMPANY FOR LOSS OR DAMAGES.** If equipment is damaged, Company shall have the option of requiring Customer to repair equipment to a state of good working order or replacing equipment with like equipment in good repair, for which any such equipment shall become the property of Company thereafter and subject to this Agreement.
17. **LIABILITY AND INDEMNITY.** Liability for injury, disability, and death of workers and other persons caused by operating, handling, or transporting the equipment during the term of this Agreement is the obligation of Customer, and Customer shall indemnify and hold Company harmless from and against all such liability. Customer shall maintain liability insurance of at least \$1,000,000 unless waived in writing by Company.
18. **ASSIGNMENT.** Customer shall not assign or sublet any interest in this Agreement or the equipment or permit the equipment to be used by anyone other than Customer or Customer's employees, without Company's prior written consent.
19. **GOVERNING LAW.** This contract shall be construed to be in accordance with the laws of the State of Michigan with Venue for all disputes thereunder to be in Allegan County.
19. **ENTIRE AGREEMENT AND MODIFICATION.** This Agreement constitutes the entire Agreement between the parties. No modification or amendment of this contract shall be effective unless in writing and signed by both parties. This Agreement replaces any and all prior agreements between the parties.
20. **SEVERABILITY.** If any portion of this contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
21. **WAIVER.** The failure of either party to enforce any provision of this contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this contract.

\_\_\_\_\_  
Customer Name

\_\_\_\_\_  
Signed By

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title/Position/Role

\_\_\_\_\_  
Today's Date

H.E.S. / A & B Farms, Inc.  
\_\_\_\_\_

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signed By

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title/Position/Role

\_\_\_\_\_  
Today's Date