



Machine Rental Agreement & Disclaimer

Name: _____ (Please Print) Date: _____

Address: _____

City: _____ State: _____

Phone: (____) _____ Driver License # and State: _____

Item/Items to be Rented

1.) _____

2.) _____

Please be advised that all rentals are due back by 12:00pm the following business day or a late fee will be charged (refer to paragraph number 2 in the disclaimer for more information).

DISCLAIMER

1. **Payment Terms.** Unless otherwise agreed, payment terms are due at the time of signing, or if the renter has a credit account with Brown Janitor Supply signer agrees to the payment terms listed under their account. If any special circumstances discount has been offered and the invoice has not been paid within its terms, renter agrees to pay the full amount of the invoice, excluding the discount. **Renters Paying Cash or that do not have a credit account with Brown Janitor Supply are subject to a deposit of \$50.00.**

2. **Returns.** Renter agrees to return all items in the same condition as received. The equipment must be cleaned and all cables must be properly coiled and tied, or Renter agrees to pay a service charge of **\$25.00**. If the **Equipment is not returned by 12:00pm on the following business day**, the renter will be charged a late fee which is one half of the daily rental rate for the equipment rented. Brown Janitor Supply's acceptance of the returned

equipment is not a waiver by Brown Janitor Supply of any claims it may have against renter, including claims for latent damage to the equipment. If repairs or replacements are required, renter agrees to pay all labor, material and shipping charges. Renter shall pay Brown Janitor Supply **Full Replacement Value to replace any Equipment which is lost, stolen or damaged beyond repair.**

3. **Responsibility for Equipment, Indemnity.** Upon acceptance by renter of the equipment on a will-call basis, or upon delivery of the equipment to renter's destination, renter agrees to inspect the equipment before signing for acceptance. All defects or malfunctions must be reported to Brown Janitor Supply within that time. Renter shall hold Brown Janitor Supply harmless and indemnify Brown Janitor Supply from all claims, liabilities, damages, costs or losses arising from or related to injury or damage to the equipment or to persons or property arising from or related to the use, maintenance, storage or transport of the equipment during the period of renter's responsibility. Renter shall indemnify and hold Brown Janitor Supply harmless from any claims, liabilities, damages, costs or losses arising from claims against the equipment asserted by renter's creditors.

4. **No Damages, Assumption of Risk.** Renter acknowledges there is a risk of losses, injuries, or damages arising from or related to the use or transportation of the equipment and assumes all risk of such losses, injuries or damages. Renter releases Brown Janitor Supply from any and all responsibility or liability for such losses, injuries or damages which renter may experience arising from or related to the failure, use, maintenance, storage or transport of the equipment.

5. **Use.** Renter shall use the equipment in a prudent and proper manner and in compliance with all applicable manufacturer's specifications and government requirements. Renter shall not make any alterations, additions, repairs or improvements to the equipment, nor may the equipment be pledged, used, loaned, sublet or assigned to third parties.

6. **Default.** If renter is unable to timely meet any of its obligations to Brown Janitor Supply under this or any other agreement, or if the equipment is levied upon or seized, Renter shall immediately notify Brown Janitor Supply and Brown Janitor Supply may pursue whatever remedies it has under the law or in equity. Renter hereby authorizes Brown Janitor Supply to enter the premises upon which the equipment is located to take possession and remove all of the equipment from such site without court order or other process of law and to use what force is reasonably necessary to remove such equipment. Renter hereby waives any and all claims or damages occasioned by such entry or removal. All amounts past due shall bear interest at the highest rate permitted by law.

7. **Security Deposit.** Brown Janitor Supply shall have the right to use all or part of any security deposit given by renter to remedy any default under this Rental Agreement or to compensate Brown Janitor Supply for damage to the equipment. Brown Janitor Supply will return the remaining balance of the security deposit to Renter after termination of this Agreement, provided renter has fully performed all its obligations hereunder.

RENTER: _____ [Print Name]

RENTER: _____ [Signature] DATE: _____

By signing your name you fully agree and will comply with the terms and disclaimers listed on this contract.