



DSG EQUIPMENT & SUPPLY, INC.

5342 Winner Road
 Kansas City, MO 64127
 Phone: (816) 483-1580
 hotsykc@dsgequip.com

RENTAL AGREEMENT

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Form of Payment: _____

OUT: Time: _____ **IN:** Time: _____

Date: _____ Date: _____

Ordered By: _____

Received By: _____

DL#: _____ Exp.: _____

Job Site: _____

Deliver To: Job Site Corp. Offices

Will Call

Date Needed: _____ Hour Meter Reading: _____

Expiration Date: _____ Lic Plate #: _____

In consideration of the hiring of the equipment described heron, by the undersigned (hereinafter referred to as the "Rentee") from HOTSY CARLSON EQUIPMENT CO. (herinafter referred to as the "Renter"), upon the terms and conditions, and for the price herein specified, whether equipment is used or not, it is agreed as follows:

1. **RENTAL AND TERM.** Rental is for a twenty-four (24) hour period, unless a longer rental period is specified. Rental charges commence on delivery of equipment to Rentee and end upon return of equipment to Renter's premises. Renter may terminate rental at any time and take possession of the equipment. Rentee agrees to pay on return of equipment to Renter's premises any additional charges and cost for the use of thereof. Rentee's right to use the equipment terminates on the expiration date set forth hereon unless extended in writing by Renter.

2. **REVERSION TO DAILY RATE.** If any rental or rented equipment contracted for on a rate other than a daily rate basis is not paid in full on or before the due date hereof, such rental rate shall at Renter's option, without notice to Rentee, revert to a daily rate basis, and Rentee agrees to pay immediately the rental upon such daily rate basis.

3. **CONDITIONS OF HIRING, INSPECTION, PRIVILEGE AND WAIVER OF DEFECTS.** Rentee accepts and hires the equipment on an "as is" basis. Rentee acknowledges receipt of all the equipment in good working condition and repair and declares that Rentee fully understands its proper operation and use. Rentee acknowledges and declares to return the equipment to Renter's premises upon the expiration and due date hereof in as good condition as when received by Rentee, ordinary wear and tear excepted. "Ordinary wear and tear", shall mean only the deterioration of the equipment caused by ordinary and reasonable use. Rentee agrees to pay immediately all charge and cost incurred.

4. **COMPLIANCE WITH LAWS.** Rentee acknowledges that Renter has no control over the use of the equipment by Rentee and Rentee agrees at his sole expense, to comply with all municipal, county, state and federal laws, ordinances and regulations which may affect the equipment while it is in the possession of and use by Rentee. Rentee shall not permit any person who is not qualified to use the equipment.

5. **PERMITTED AREAS OF USE OF EQUIPMENT.** Without Renter's written consent, Rentee shall not remove the equipment from the state in which rented.

6. **RENTEE'S LIABILITY FOR MISUSE OF EQUIPMENT.** Rentee shall not abuse, harm or misuse the equipment. Rentee shall not permit any repairs to be made or lien to be placed upon the equipment with Renter's written consent.

In the event of any accident or casualty resulting in bodily injury or property damage arising out of Renter's use and hiring of said equipment, Rentee agrees to accept all responsibility therefor and shall hold Renter harmless from any claim or action arising therefrom. Rentee shall furnish Renter with a complete report of any accident involving said equipment, including names and addresses of all persons involved and all witnesses.

Unless otherwise specified herein, in case of the loss or destruction of any part of the equipment, or of loss of possession thereof, or inability to return the same to Renter, on the expiration and due date, for any reason whatsoever, Rentee shall pay Renter the actual replacement cost thereof, and in addition thereto Renter's loss of use of said equipment.

7. **DISCLAIMER OF WARRANTIES, RENTER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.** Renter's sole remedy for any failure or defect in the equipment shall be the termination of the rental charges at the time of failure, provided the equipment is returned to Renter within 24 hours after such failure. Renter shall not be responsible for any loss, damage or injury to Rentee or Rentee's property, including incidental, special or consequential damages, in any way connected with the operation, use, defect in or failure of the equipment.

8. **USE OF DEPOSIT AND LIABILITY FOR LATE PAYMENT UPON BREACH BY RENTEE.** Rentee acknowledges that the purpose and intent of the deposit paid by Rentee hereunder is to secure the payment of rental charges hereunder and to guarantee the full and complete performance of each of all of the terms, covenants and agreements to be performed by Rentee hereunder.

Rentee agrees to pay a late payment at the rate of one and one-half (1 1/2%) percent per month on all delinquent accounts.

9. **INDEMNIFICATION OF RENTER BY RENTEE.** Rentee expressly indemnifies and holds Renter harmless of, from and against any and all claims, loss, costs, damages, attorney's fee and/or liability in connection with the hiring and use of the equipment regardless of whether a lawsuit is filed. In the event a suit is instituted by Renter to recover possession of said equipment, or to enforce any of the terms, conditions or provisions hereof. Rentee agrees to pay all costs and reasonable attorney's fees of Renter incurred in connection therewith.

10. **THEFT WARNING.** Failure to return equipment on the expiration and due date in certain circumstances, is to be considered a theft resulting in a criminal prosecution.

11. **TITLE.** Title to the equipment is and shall remain in Renter's name. If the equipment is levied upon for any reason whatsoever, Renter may retake the equipment without notice of legal process and may take all action reasonably necessary to do so.

12. **CONSTRUCTION.** The paragraph headings used herein are for convenience and are not to be used in construing the meaning or intent of any of the terms or provisions of the rental contract.

13. This contract is considered null and void 24 hours after default for any reasons.

I, the Rentee, specifically acknowledge that I have had training and understand the use and operation of the Rented Equipment.

Qty.	Description & Serial #	Rate
	Model # Serial #	
	Model # Serial #	
	Model # Serial #	
	High Pressure Hose(s)	
	Garden Hose	
	Electrical Cord	
	Accessories	
	Other	
SALES ITEMS		
	Fuel	
	Detergent	
	Other	
TOTAL		

THIS MACHINE IS BEING RENTED TO THE ABOVE CUSTOMER FOR THE RATE OF \$ _____ PER _____ AND A DEPOSIT FEE OF \$ _____, WHICH WILL BE REFUNDED PROVIDED THE MACHINE IS RETURNED CLEAN, AND IN GOOD WORKING ORDER. THERE WILL BE CHARGE DEDUCTED FROM THE DEPOSIT FEE TO COVER PARS AND LABOR NECESSARY TO BRING THIS MACHINE BACK TO STANDARD. IF EQUIPMENT IS NOT RETURNED CLEAN, A \$50.00 FEE WILL BE CHARGED TO CLEAN THE EQUIPMENT.

Acknowledgement by Rentee that they have read and understand the Agreement. Rentee further acknowledges that he has read and fully understands the within Equipment Rental Contract and agrees to be bound by all of the terms, conditions and provisions hereof. Rentee acknowledges that he has received a true and correct copy of this agreement at the time of execution thereof. This is your contract, read before signing.

Signature _____

Title _____ Date _____