



PHONE 619 442-0574 FAX 619 442-0448

FLAGSTONE•RIVER ROCK•BARK•TOPSOIL•GRAVEL•BOULDERS

### ***EQUIPMENT RENTAL CONTRACT***

This Equipment Rental (this "Rental") is made effective as of \_\_\_\_\_, between **Bedrock Boulders and Landscape Products** and \_\_\_\_\_, and states the agreement of the parties as follows:

**NON-SUFFICIENT FUNDS.** The Customer shall be charged \$25.00 for each check that is returned to the Company for lack of sufficient funds.

**SECURITY DEPOSIT.** The Customer shall pay a security deposit of 20% of the estimated value of the rental at the time that this Rental is signed. This deposit will be returned to the Customer at the termination of this Rental, subject to the option of the Company to apply it against Rental charges and damages. Any amounts refundable to the Customer shall be paid at the time this Rental is terminated. The security deposit shall not bear interest.

**RISK OF LOSS OR DAMAGE.** The Customer assumes all risks of loss or damage to the equipment from any cause, and agrees to return it to the Company in the condition received from the Company, with the exception of normal wear and tear. The Company or their appointed agent will determine normal wear and tear. All determinations made by the Company are final.

**RENTAL TERM.** This Rental shall begin on the above effective date and shall terminate on return in fully working condition to the Company's facility. If the equipment has to be repaired to return it to a fully working state the equipment will continue to be Rented until it is repaired. The Rental period will end only when the equipment has been returned to a fully working state. At any time **Bedrock Boulders and Landscape Products** has the right to terminate the Rental.

**CARE AND OPERATION OF EQUIPMENT.** The equipment may only be used and operated in a careful and proper manner. Its use must comply with all laws, ordinances, and regulations relating to the possession or use.

**COMPANY'S RIGHT OF INSPECTION.** The Company shall have the right to inspect the equipment during Customer's rental time.

**RETURN OF EQUIPMENT.** At the end of the Rental period, the Customer shall be obligated to return the equipment to the Company at the Customer's expense.



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**ACCEPTANCE OF EQUIPMENT.** The Customer shall inspect each item of equipment delivered pursuant to this Rental. The Customer shall immediately notify the Company of any discrepancies between such item of equipment and the description of the equipment in the Equipment Schedule. If the Customer fails to provide any discrepancies after the delivery of the equipment, the Customer will be conclusively presumed to have accepted the equipment as specified in the Equipment Schedule. Any subsequent claim that the equipment was not provided in fully functional order will not be considered.

**WARRANTY.** The Company makes no warranties; express or implied, as to the equipment rented. The Customer assumes the responsibility for the condition of the equipment.

**INDEMNITY OF COMPANY FOR LOSS OR DAMAGES.** If the equipment is damaged or lost, the Company shall have the option of requiring the Customer to repair the equipment to a state of good working order, or replace the equipment with like equipment in good repair, which equipment shall become the property of the Company and subject to this contract.

**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 Rental is the obligation of the Customer, and the Customer shall indemnify and hold the Company harmless from and against all such liability.

**RIGHTS ON DEFAULT.** If the Customer is in default under this Rental, without notice to or demand on the Customer, the Company may take possession of the equipment as provided by law, deduct the costs of recovery (including attorney fees and legal costs), repair, and related costs, and hold the Customer responsible for any deficiency. The Company shall be obligated to re-rent the equipment, or otherwise mitigate the damages from the default, only as required by law.

**ASSIGNMENT.** The Customer shall not assign or sublet any interest in this Rental or the equipment or permit the equipment to be used by anyone other than the Customer or Customer's employees, without Company's prior written consent.

**GOVERNING LAW.** This contract shall be construed in accordance with the laws of the State of California.

**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.



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I \_\_\_\_\_ agree to pay **Bedrock Boulders and Landscape products** \$ \_\_\_\_\_ a day to rent \_\_\_\_\_ # \_\_\_\_\_ for \_\_\_\_\_ days.

Deposit: \_\_\_\_\_

CDL: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address \_\_\_\_\_

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_