Rental Agreement

This Rental Agreement ("Agreement") is entered into by and between _____ ("Company") and the individual or entity renting the equipment ("Renter"). By signing this Agreement, the Renter agrees to the terms and conditions set forth below.

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1. Equipment Rented

The equipment to be rented ("Equipment") is listed on the accompanying invoice or delivery confirmation document, which is hereby incorporated into this Agreement.

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2. Rental Period

The rental period begins on the date and time the Equipment is delivered or picked up by the Renter and ends when the Equipment is returned to the Company.

- If the Equipment is not returned by the agreed-upon time, the Renter may be charged a late return fee of **$50 per day** until the Equipment is returned.

- If the Equipment is not returned within **three (3) days** of the agreed-upon return date, the Renter will be charged the full replacement cost of the Equipment.

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3. Liability Waiver and Assumption of Risk

- The Renter assumes all risks and responsibilities associated with the use, operation, and possession of the Equipment.

- The Renter assumes full responsibility for the safe and proper setup, operation, and supervision of the Equipment. The Company is not responsible for injury, damage, or failure resulting from improper use or failure to follow any provided instructions.

- The Company, its owners, employees, and agents shall not be held liable for any injuries, damages, or losses arising from the use or misuse of the Equipment, regardless of cause.

- In no event shall the Company's liability exceed the total rental fees paid by the Renter. The Company shall not be liable for incidental, indirect, or consequential damages of any kind.

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4. Indemnification Clause

- The Renter agrees to indemnify, defend, and hold harmless the Company, its employees, and agents from any claims, damages, losses, or legal expenses resulting from the use of the rented Equipment, including but not limited to claims of injury or property damage.

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5. Equipment Inspection and Acknowledgment

- The Renter acknowledges that all Equipment was inspected and deemed to be in good working order at the time of receipt.

- Any damages or defects must be reported to the Company immediately upon receipt of the Equipment.

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6. Prohibited Uses

- The Equipment shall not be used in any manner inconsistent with its intended purpose, in unlawful activities, or under unsafe conditions. Unsafe conditions include, but are not limited to, extreme weather, inadequate supervision, or unauthorized modifications to the Equipment.

- If the Equipment is used in the presence of minors, the Renter agrees to ensure that all minors are supervised by a responsible adult at all times.

- The Renter may not relocate, sublease, or loan the Equipment to any third party or any other address than the originally agreed-upon event location without prior written consent from the Company.

- Violations of this provision will result in immediate termination of this Agreement, and the Renter will be liable for any resulting damages.

7. Equipment Damage, Loss, Cleaning, and Replacement Costs

- The Renter agrees to return all Equipment in the same condition as received, including being clean and free of debris.
- If the Equipment is returned in a dirty or unsanitary condition, the Renter may be charged a cleaning fee at the discretion of the Company.
- In the event of damage, loss, or theft of the Equipment, the Renter authorizes the Company to charge the credit card on file for the full cost of repair or replacement, as determined solely by the Company.
- Charges for damages or losses will be processed within five (5) business days of the Equipment's return, and an itemized invoice will be provided to the Renter.

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8. Credit Card Authorization for Damage

- The Company may decide prior to releasing the Equipment that they will conduct a credit card authorization to verify sufficient funds to cover the full replacement cost of the Equipment.
- This authorization does not result in a charge unless the Equipment is returned damaged, lost, or not returned at all.
- By signing this Agreement, the Renter consents to this authorization and any subsequent charges necessary to cover damages or losses.

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9. Payment Terms and Rental Deposit

- Payment for the rental fee must be made in full prior to the delivery or pickup of the Equipment.
- Accepted payment methods include credit card, debit card, and other methods agreed upon in writing by the Company.

- Applicable taxes and additional fees, if any, will be disclosed at the time of booking and included in the final invoice.

- Any unpaid balance after the due date will incur a late fee of 1.5% per month or the maximum allowed by law.

- A rental deposit is required to hold the booking and must be paid using a valid credit or debit card. This deposit will serve as security for the equipment and is fully refundable within five (5) business days after the Equipment is returned and deemed to be in good working order.

- If the booking is cancelled **21 days or more** before the scheduled event, the deposit will be fully refunded.

- If the booking is cancelled **15 to 20 days** before the event, **50%** of the deposit will be refunded.

- If the booking is cancelled **within 14 days**, the deposit will be **non-refundable**.

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10. Force Majeure

- The Company is not responsible for delays, cancellations, or damages caused by events beyond its control, including acts of God, weather conditions, or government restrictions.

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11. Governing Law, Venue, and Legal Fees

- This Agreement shall be governed by the laws of the state in which the Company is registered.

- Any disputes will be resolved in the courts of the Company's jurisdiction.

- The prevailing party in any legal dispute or collection action shall be entitled to recover reasonable attorney fees, court costs, and collection expenses.

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12. Duration of Agreement

- This Agreement remains in effect for **365 days** from the date of signing and shall apply to any and all Equipment rentals by the same Renter during that period.

- The Agreement will be kept on file and will govern all rentals unless otherwise terminated or amended in writing.

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13. Signature and Consent

If the Renter is an entity or organization, the individual signing this Agreement represents and warrants that they have full authority to bind the entity to the terms of this Agreement. The entity (not the individual signing) shall be deemed the Renter and is fully responsible for all obligations.

Renter grants the Company permission to use photographs or videos taken during the rental period for marketing or promotional purposes unless otherwise requested in writing.

Renter's Company Name (if applicable): _____
Authorized Representative Name: _____
Title: _____
Signature: _____
Date: _____

Company Representative Name: _____
Signature: _____
Date: _____

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14. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.