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RENTAL AGREEMENT - Template

This Equipment Rental Agreement (this “Agreement”), effective this _____ day of _____, 2022 (“Effective Date”), made by and between:

[Name of Owner/Owner], a limited liability company registered and organized under the laws of the state of [insert state], with principal place of business at [insert address] (hereinafter referred to as the “Owner”); and

[Name of Renter], a limited liability company registered and organized under the laws of the state of [insert state], with principal place of business at [insert address] (hereinafter referred to as the “Renter”).

Owner and Renter may be collectively referred to as the “Parties” or individually as a “Party.”

RECITALS:

WHEREAS, Owner provides equipment rental services to the general public.

WHEREAS, Renter is desirous of obtaining certain equipment from Owner to be used in the ordinary course of the business of the Renter.

WHEREAS, Both Parties therefore intend this agreement to govern their relationship with respect to the provision and acceptance of the equipment rental services.

NOW THEREFORE, for and in consideration of the promises, mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

1. Equipment Rental

- 1.1. Owner hereby rents and Renter hereby accepts the renting, and takes possession of the equipment (which could be a Dumpster or a Trailer) under the terms of this Agreement.
- 1.2. Renter certifies that he or she is either the property owner, has power of attorney for the property owner, or is the licensed contractor/broker for the property for the purposes of storing the Dumpster.
- 1.3. Renter may not sublet the dumpster for any reason.
- 1.4. Upon the execution of this Agreement and obtainment of possession by the Renter, the risk of accident and all other incidences of use shall be the burden and risk of the Renter.

2. Price

- 2.1. Renter agrees to pay Owner the fees stated in Schedule A to this Agreement for the rental of the Equipment.
- 2.2. Invoices are due by the 19th of the month following date of month end invoice.

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- 2.3. Accounts paid after the 3rd are subject to a 2% per month (24% annual rate) service charge.
- 2.4. Any returned checks will have a handling fee of \$35.00. Any Renter with two or more non-sufficient funds will be placed on cashier's check only basis.
- 2.5. In the case of cancelled orders, any dumpsters the Renter fails to cancel before delivery date will be charged a nonrefundable and non-usage fee of \$150.00.
- 2.6. The rental period begins the day the dumpster is dropped off, unless otherwise agreed by the Parties.
- 2.7. Rental fee includes one dump for the Renter. If multiple dumps are needed, both Parties must agree on the terms of the additional dump.

3. Weight Limit

- 3.1. Renter agrees to restrict tonnage to two (2) tons for a seventeen (17) yard and four (4) tons for a twenty (20) yard. If Renter exceeds the relevant tonnage limit, Renter hereby agrees to pay an additional fee of forty-five (\$45) per ton for each ton in excess of the limit for that dumpster.

4. Placement of Dumpster

- 4.1. Renter warrants and represents that any location provided by Renter for the dumpster is sufficient to bear the weight and size of the dumpster and any vehicle required to transport the dumpster. Owner shall not be responsible for any damage to pavement or any other road surface material, lawns, fences, shrubbery, septic system, private well, or any other form of property damage.
- 4.2. Trailers must NOT be moved by the Renter at any time, whether before, during or after the rental. If a trailer is needed to be moved, Renter must call Owner and a dry run will be charged to have a truck respond and move.
- 4.3. Renter is responsible for letting any required party know that Renter shall be bringing a very large dumpster on the premises.

5. Owner Accessibility

- 5.1. Renter agrees to provide unobstructed access to the dumpster on the day it is to be picked up. If the dumpster is inaccessible, Renter shall be charged for additional rental time at the rate of \$ per day.

6. Content Regulations

- 6.1. Renter is fully responsible for the entire contents of the container and is the rightful owner of the container's contents until the container is dumped and the contents accepted by the prospective disposal facility.
- 6.2. Required for Pickup. Debris may NOT extend above the top rim of the dumpster. The tarp MUST be able to roll completely over the top WITHOUT OBSTRUCTION. The end doors MUST be CLOSED and secured before it can be removed. Overfilled or unprepared containers will be brought into compliance at Renter's expense.

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- 6.3. Consequences of violating regulations. In the event that contents that are not allowed by this contract or any Federal, State, or City agency are disposed of, all costs, fines, penalties, or other actions taken for said disposal, the customer is fully responsible for any and all associated charges. Costs may include but not be limited to cleanup, monitoring, legal fees, penalties, or any other charges associated with unauthorized material disposal. Materials may be returned to the customer at the customer's expense.

7. Hazardous and Unacceptable Material Prohibited

- 7.1. The following materials are prohibited:

- 7.1.1. Appliances that contain refrigerants;
- 7.1.2. Biohazardous Medical Waste;
- 7.1.3. Hazardous Waste;
- 7.1.4. Explosive Materials;
- 7.1.5. Lead Acid Batteries;
- 7.1.6. Bulk Liquids;
- 7.1.7. Used Oil;
- 7.1.8. Raw Septage;
- 7.1.9. Tires; and
- 7.1.10. Any wastes prohibited by federal, state, or local statute or regulation.

8. Permits, Approval, and Fees

- 8.1. Renter shall be responsible for obtaining all necessary permits and approvals and paying all fees that may be incurred in conjunction with this Agreement. Renter shall promptly inform Owner in writing upon becoming aware of any violations of laws in connection with this Agreement. Parties hereby acknowledge and agree that any violation of this section will constitute a material breach of this Agreement. In the event of such a violation, Owner shall have the right to terminate this Agreement, without any liability whatsoever to Renter, immediately upon providing written notice of termination to Renter. Termination of this Agreement by Owner under this section shall be in addition to, and not in lieu of, other legal rights and remedies.

9. Indemnification

- 9.1. Renter agrees to indemnify and hold harmless Owner from, against and in respect to any and all claims, losses, expenses, damages, obligations and liabilities (including costs of collection and reasonable attorney's fees) of any kind or nature whatsoever, including any misrepresentation, breach of warranty, or non-fulfillment of any representation, warranty, covenant or agreement of or by Renter in this Agreement. This provision shall survive the termination of this Agreement.

10. Confidentiality

- 10.1. The Parties agree to hold each other's Proprietary or Confidential Information in strict confidence. "Proprietary or Confidential Information" shall include, but is not limited to, written or oral contracts, trade secrets, know-how, business methods, business policies, memoranda, reports, records, computer retained information, notes, or financial

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information. Proprietary or Confidential Information shall not include any information which: (i) is or becomes generally known to the public by any means other than a breach of the obligations of the receiving party; (ii) was previously known to the receiving party or rightly received by the receiving party from a third party; (iii) is independently developed by the receiving party; or (iv) is subject to disclosure under court order or other lawful process. The Parties agree not to make each other's Proprietary or Confidential Information available in any form to any third party or to use each other's Proprietary or Confidential Information for any purpose other than as specified in this Agreement. Each party's Proprietary or Confidential Information shall remain the sole and exclusive property of that party.

- 10.2. The Parties agree that in the event of use or disclosure by the other party other than as specifically provided for in this Agreement, the non-disclosing party may be entitled to equitable relief. Notwithstanding termination or expiration of this Agreement, Owner and Renter acknowledge and agree that their obligations of confidentiality with respect to Proprietary or Confidential Information shall continue in effect for a total period of three (3) years from the Effective Date.

11. Term and Termination

- 11.1. The "Term" of this Agreement shall begin on the Effective Date and shall continue until the complete performance of the services herein stated or by termination in accordance with the terms of this Agreement.

- 11.2. Notwithstanding any other provision herein, the Parties hereto agree that this Agreement shall automatically terminate without requirement of notice to the defaulting party or an opportunity to cure, upon the occurrence of the following events:

11.2.1. if a decree or order of a court having competent jurisdiction is entered adjudging a party bankrupt or approving as properly filed a petition seeking or winding up of such party, including, without limitation, the appointment of a receiver in respect thereto, or ordering for the winding up or liquidation of its affairs, and any such decree or order continues unstayed and in effect for a period of fifteen (15) days;

11.2.2. if a party admits in writing its inability to pay its debts as they become due, makes any assignment in bankruptcy or makes any other assignment for the benefit of creditors;

11.2.3. if a governmental regulatory order or final judgment or decree in any jurisdiction which materially and adversely affects the ability of a party to fulfill its obligations to the other party under this Agreement shall have been made, issued, obtained or entered against such party and such order, judgment or decree shall not have been vacated, discharged or stayed pending appeal within the applicable time period; or

11.2.4. Renter assigns or attempts to assign this Agreement or any of the rights or obligations hereunder without the prior written consent of Owner.

- 11.3. Owner may, without prejudice to any other rights, immediately terminate this Agreement by providing 30 days written notice to the Renter.

- 11.4. This Agreement may also be terminated by either party at any time in the event that the other party commits a material breach of any provision of this Agreement and such other party fails to remedy such breach within fifteen (15) days after receipt of written notice specifying the breach from the non-defaulting party.

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11.5. Early termination pursuant the above paragraphs shall not relieve either party of any obligation that has been incurred hereunder prior to such termination.

11.6. Upon termination of this Agreement for any reason whatsoever:

11.6.1. Renter shall promptly return to Owner the equipment rented under this Agreement, no later [insert number of days];

11.6.2. Renter shall have the obligation to pay Owner for any part of the rental service already completed prior to termination and in accordance with Article 2;

12. Relationship of the Parties.

12.1. Owner shall provide the rental services described hereunder as an independent contractor to Renter, and no joint venture, partnership, employment, agency, or other relationship is created with Renter by this Agreement. Except as expressly set forth herein or as may be limited or regulated by applicable state, federal, or local laws, Owner shall have and exercise complete control and direction over the methods by which it performs its services, duties, and obligations, and Renter shall not exercise any control over or direction of such functions. Renter is not authorized by this Agreement to make any contract, agreement, warranty, or representation, or to create any obligation, express, or implied, on behalf of Owner, and Renter agrees neither to represent that it has the right to so act, nor do so.

13. Notices

13.1. Notices under this Agreement are sufficient if given by nationally recognized overnight courier service, certified mail (return receipt requested), or personal delivery to the other party at the address below:

If to Owner:

If to Renter:

13.2. Notice is effective: (i) when delivered personally, (ii) three (3) business days after sent by certified mail, or (iii) on the business day after sent by a nationally recognized courier service for next day delivery. A party may change its notice address by giving notice in accordance with this paragraph.

14. Modification of Agreement

14.1. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing and signed by each Party or an authorized representative of each Party.

15. Assignment

15.1. Neither this Agreement nor any of the rights or obligations under this Agreement, may be assigned or delegated, in whole or in part, by operation of law or otherwise, by Renter without the prior written consent of Owner, and any such assignment without such prior written consent shall be null and void.

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16. Entire Agreement

16.1. This Agreement constitute the entire agreement between Renter and Owner relating to the subject matter hereof and supersedes any prior agreement or understandings between them.

17. Enurement

17.1. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

18. Titles/Headings

18.1. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

19. Gender

19.1. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

20. Governing Law and Arbitration

20.1. This Agreement will be governed by and construed in accordance with the laws of [insert state].

21. Severability

21.1. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

22. Force Majeure

22.1. Either Party shall be excused from performing its obligations under this Agreement if its performance is delayed or prevented by any event beyond such Party's reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of the public enemy (terrorism), insurrections, riots, embargoes, labor disputes, including strikes, lockouts, pandemic, lockdown, quarantine, or by any order of government, job actions, or boycotts, fires explosions or floods, delays or failures caused by Internet outages or failures of Internet Service Providers, and acts or policies of third Parties such as Google, Inc., Microsoft Corporation and others, provided that such performance shall be excused only to the extent of and during the reasonable continuance of the effect of such force majeure

23. Waiver

23.1. The waiver by either Party of a breach, default, delay, or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

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IN WITNESS WHEREOF, the Owner and the Renter have each executed and delivered this Agreement as of the Effective Date.

Owner:

Name: _____

Title: _____

Signature: _____

Date: _____

Renter:

Name: _____

Title: _____

Signature: _____

Date: _____

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SCHEDULE A
EQUIPMENT AND FEES

Equipment Type	Applicable Fees in Dollars	Duration of Rental	
Dumpster			
Trailer			