



## Rental Contract

### Liability Waiver and Minnesota Statute Compliance

This Equipment Rental Contract ("Contract") is entered into by and between the undersigned L & P Supply of Hutchinson, Inc. ("Lessor") and customer ("Lessee"). By signing below, both parties acknowledge and agree to the terms set forth herein.

#### **Parties:**

##### **Lessor or Lessor Representative:**

L & P Supply of Hutchinson, Inc.  
1470 South Grade Rd SW  
Hutchinson, MN 55350

##### **Lessee:**

**Name:** \_\_\_\_\_ **Address:** \_\_\_\_\_

**Contact Information:** \_\_\_\_\_ **Copy of Driver's License:** \_\_\_\_\_

#### **Rental Terms:**

**Description of Equipment:** \_\_\_\_\_

**Intended Use:** \_\_\_\_\_

**Rental Period:** \_\_\_\_\_ to \_\_\_\_\_ **Rental Fees:** \_\_\_\_\_

#### **Liability Clause:**

The "Lessor" shall not be liable for any accidents, injuries, or damages to persons or property, including damage to the rented equipment, arising out of or in connection with the "Lessee" use, operation, or possession of the equipment. The "Lessee" assumes all risks and full responsibility for the equipment and its use during the rental period. This clause is intended to comply with all applicable Minnesota state statutes and regulations.

#### **Payment Terms:**

Rental dues must be paid up front, prior to release or delivery of items. Payment taken upon delivery of items by a L & P Supply of Hutchinson, Inc. employee is available for the "lessee" if agreed upon ahead of time by L & P Supply of Hutchinson, Inc. and the "lessee".

Returned checks are subject to a \$30 fee. "Lessees" with charge accounts set up with L & P Supply of Hutchinson, Inc. agree to \_\_\_\_\_ day terms for their invoices.

**Inspection:**

Lessee acknowledges that they have personally had an opportunity to inspect the items and finds them suitable for their needs and in good condition and understands it's proper use. **"Lessee" Initials:** \_\_\_\_\_

**Fuel Charges:**

All rental items are expected to be returned with the same amount of fuel onboard as during the start of the rental period. "Lessee" will be charged \$7.00 per gallon of fuel whether gasoline or diesel in the event of insufficient fuel upon the end of the rental period.

**Rental Rates:**

Rental rates shall apply for the entire time the items are away from L & P Supply of Hutchinson, Inc. place of business regardless of weather. No allowance will be made for non-operation because of holidays, strikes, weather or any other reason unless immediate notice is given by the "lessee" and prior approval is received from L & P Supply of Hutchinson, Inc.

**Transportation:**

For rentals where the "lessee" transporting the items, the "lessee" shall at their own risk, perform all loading, unloading, installing, dismantling or hauling of rental equipment-along with proper securement of the load. If L & P Supply of Hutchinson, Inc. is hired to transport the rental equipment, L & P Supply of Hutchinson, Inc. is responsible for loading, unloading and hauling. The "lessee" is responsible for the items upon delivery, and is from that point forward liable for any damage or loss to the rental equipment.

**Definition of Rental Periods:**

**Insurance:**

Renter shall maintain adequate insurance coverage for the equipment and any liabilities arising from its use, as required by Minnesota law in case of injury loss or damage. No coverage is provided by L & P Supply of Hutchinson, Inc.

**Replacement of Malfunctioning Equipment:**

If the rental equipment becomes unsafe or in disrepair as a result of normal use, the "lessee" agrees to discontinue the use and notify L & P Supply of Hutchinson, Inc., who will replace the items in good working order if available. L & P Supply of Hutchinson, Inc. is not responsible for any incidental or consequential damages caused by delays or otherwise. Replacement of the items and credit for down time shall be the "lessee's" sole remedy. The "lessee" waives any claim for consequential damages or incidental damages.

**Warranties:**

There are no warranties of merchantability or fitness for a particular purpose, either expressed or implied. There is no warranty that the equipment is suited for the “lessees” intended use, nor that it is free from defects. L & P Supply of Hutchinson, Inc. has made no warranty regarding the rental equipment except that they will be in good operational condition when loaded for transit, whether by the “lessee” or by L & P Supply of Hutchinson, Inc.

**Indemnity:**

The “lessee” agrees to indemnify and reimburse L & P Supply of Hutchinson, Inc. for all liabilities, including attorney fees and costs, of L & P Supply of Hutchinson, Inc., its agents or third parties arising out of the use of the rental equipment or a breach of this contract by the “lessee” including those arising L & P Supply of Hutchinson, Inc. negligence or the negligence of a third party.

**Prohibited Uses:**

Use of the rental equipment in the following circumstances is prohibited, and constitutes a breach of this contract:

- Use for illegal purposes or in an illegal manner-including use by a minor (individual under 18 years of age)
- Use when the rental equipment is in bad repair or is unsafe
- Improper, unintended use or misuse
- Use by anyone other than the “lessee” or its employees without L & P Supply of Hutchinson, Inc. written permission
- Altering or modifying the equipment in any way

This is not intended to be an exhaustive or complete list of prohibited uses.

**Assignments, Subleases and Loans of Rental Equipment:**

L & P Supply of Hutchinson, Inc. may assign its rights under this contract without the “lessees” consent, but will remain bound by all obligations herein. The “lessee” may not sublease or loan any rental equipment without L & P Supply of Hutchinson, Inc. written permission. Any purported assignment by the “lessee” is void.

**Safety Equipment and Guards:**

“Lessee” agrees to not tamper, remove or adjust any safety equipment or guards on the rental equipment and will keep it intact during the entire rental period.

**Maintenance of Rental Equipment:**

The “lessee” shall be responsible for daily maintenance and service of the rental equipment. This includes, but is not limited to:

- greasing
- checking and maintaining proper fluid levels (checking and topping off)
- cleaning air filters
- Any other minor attention that might be reasonably expected

The “lessee” may not make any adjustments, repairs or replace any components on any rental equipment without L & P Supply of Hutchinson, Inc. written consent. These adjustments and repairs include but are not limited to:

- carburetor adjustments
- hose replacements
- installing hardware
- or any other similar activities

Any long term service intervals that arise during the course of the rental period should be brought to L & P Supply of Hutchinson, Inc. attention by the “lessee” to give the rental equipment proper maintenance. These service intervals include but are not limited to:

- engine oil changes
- compressor oil changes

#### **Dirty, Damaged or Lost Equipment:**

The “lessee” agrees to pay for any damage to, or loss of the rental equipment, as an insurer, regardless of cause, except for reasonable wear and tear, while the rental equipment are out of the possession of L & P Supply of Hutchinson, Inc. Also if the “lessee” returns the rental equipment in an excessively dirty condition, with chemical damage to paint, debris or wire tangled in the rental equipment, or any other damages incurred while rental equipment is in the “lessee’s” possession, cosmetic or otherwise, that can be reasonably determined to be outside of the definition of normal wear and tear, the “lessee” will be charged for the total costs of restoring the rental equipment to their cosmetic and functional condition prior to the start of the rental period. Any items returned excessively dirty will result in a cleaning fee of \$100 assessed to any “lessee” that does not return the items in a clean condition.

#### **Smoking in and around equipment:**

The “lessee” and their employees agree not to smoke, whether in the form of cigarettes, cigars, pipes, e-cigarettes or vapes, inside and in the immediate vicinity of the rental equipment, or take part in any other activities that can result in the odor and residues of such being left behind in or on the rental equipment. Any evidence of smoking, including odor and residue, will result in a cleaning fee of \$250 assessed to any “lessee” that smokes in rental equipment.

#### **Collection Costs and Governing Law:**

The “lessee” agrees to pay all costs involved in collection of the charges or enforcement of L & P Supply of Hutchinson, Inc. rights under this contract-including but not limited to:

- attorney fees
- collection agency fees
- court costs
- deposition
- transcript fees
- expert witness fees
- sheriff’s fees

- special process server
- skip tracing fees
- repossession fees
- bond cost

The “lessee” consents to jurisdiction and venue for the enforcement of any term of this contract with the McLeod County Court of Minnesota or any adjacent county at L & P Supply of Hutchinson, Inc. sole election. Minnesota law will apply to this contract/transaction.

**Repossession:**

Upon a failure to pay rental dues or other breach of this contract, L & P Supply of Hutchinson, Inc. may terminate this contract and take possession of and remove the items from wherever they are located and L & P Supply of Hutchinson, Inc. and its agents shall not be liable for any claims for damage or trespass arising out of the rental equipment. The “lessee” further agrees to reimburse L & P Supply of Hutchinson, Inc. for all costs and attorney’s fees associated with repossession.

**Termination:**

The “lessee” may terminate the contract at any time after the initial rental period, either by returning the rental equipment to L & P Supply of Hutchinson, Inc., or by requesting pickup of the rental equipment by L & P Supply of Hutchinson, Inc. Furthermore, L & P Supply of Hutchinson, Inc. may terminate the contract at any time by sending a notice to the “lessee” by physical delivery, regular mail, email, text messages or any other means of communication. Upon sending of a Notice of Termination, the “lessee” shall immediately return the items to L & P Supply of Hutchinson, Inc. with in two (2) days after the receipt of the Notice of Termination, they shall be liable for double the rental rate specified herein until the items are in L & P Supply of Hutchinson, Inc. possession. If the “lessee” fails to return, or interfere in the pickup of the rental equipment by L & P Supply of Hutchinson, Inc. within two (2) days of the receipt of the Notice of Termination, they shall be guilty of theft and conversion.

**Failure to Return Items During Business Hours:**

All items must be returned within L & P Supply of Hutchinson, Inc. business hours, unless otherwise agreed upon in writing between L & P Supply of Hutchinson, Inc. and the “lessee.” In the event that rental equipment are not returned to L & P Supply of Hutchinson, Inc. normal business hours, whether previously agreed upon or as the result of the failure of the “lessee” to return rental equipment dring business hours, the “lessee” agrees to pay for any damage to or loss of the rental equipment occurring between the time of return and the commencement of the next business day.

**Disclaimer of the Manufacture:**

The “lessee” agrees that L & P Supply of Hutchinson, Inc. is neither the manufacturer of the rental equipment nor the agent of the manufacturer.

**Operators of Rental Equipment:**

The “lessee” agrees that the rental equipment shall be used only by persons competent in their operation and agrees to be responsible for providing competent operators.

Furthermore, the “lessee” acknowledges that L & P Supply of Hutchinson, Inc. and its employees are available for troubleshooting help during the period of the rental during normal business hours by phone or email. L & P Supply of Hutchinson, Inc. is not liable for any loss of time for the “lessee” and their employees due to incompetent operators.

**Title:**

This rental contract is not a contract of sale. Title and ownership of the items are and shall remain in the possession of L & P Supply of Hutchinson, Inc.

**Option to purchase:**

Unless a written agreement of an option to purchase by the “lessee” at the termination of the rental contract of the rental equipment described herein is completed, no option to purchase exists and all rentals paid will be considered non-applicable to any purchase of the rental equipment. Any option to purchase agreed upon by the “lessee” and L & P Supply of Hutchinson, Inc. shall be processed as follows-L & P Supply of Hutchinson, Inc. shall apply 70% of the pre-tax subtotal of the total rental dues towards the agreed upon purchase price of the items described herein.

**Taxes:**

The “lessee” agrees to pay and indemnify L & P Supply of Hutchinson, Inc. for all taxes incurred with the rental equipment.

**Laws:**

The “lessee” agrees to comply with and conform to all Municipal, State and Federal laws relating to the operation of rental equipment described herein and to pay all costs and expenses of every character occasioned by or involving the use or operation of rental equipment.

**Severability:**

The provisions of this contract shall be severable so that the invalidity, unenforceability or waiver of any of the provisions shall not affect remaining provisions.

**Subrogation:**

In the event of any loss or damage to the rental equipment, L & P Supply of Hutchinson, Inc. will be subrogated to the “lessee’s” rights of recovery against any person, firm or corporation. The “lessee” will execute and deliver instruments and papers and do whatever else is necessary to secure such rights. It will cooperate fully with L & P Supply of Hutchinson, Inc. or its insurers in the prosecution of those rights and will not take any action to prejudice the “lessees” rights.

**Security:**

The "lessee" hereby assigns, as security for the payment of all monies to become due pursuant to this contract, all of its existing hereinafter acquired:

- accounts receivables
- claims
- equipment
- accounts
- assets of whatever kind and the proceeds thereof

The "lessee" authorizes L & P Supply of Hutchinson, Inc. and its representatives as its attorney-in-fact to file UCC-Financing Statements evidencing this contract.

**Compliance statement:**

This Agreement is governed by and shall be interpreted in accordance with the laws and statutes of the State of Minnesota, including but not limited to Minnesota Statutes Chapters 604 and 604A regarding liability waivers and indemnification. Any provisions found to be unenforceable under Minnesota law shall be severed, and the remainder of the Agreement shall remain in full force and effect.

**Notification of Defect or Injury:**

The "lessee" agrees that they are responsible for the immediate notification of L & P Supply of Hutchinson, Inc. upon the occurrence of any injury or the discovery of a defect in the rental equipment herein. L & P Supply of Hutchinson, Inc. will in no event have liabilities for damage as a result of the supplying of rental equipment or their use or the furnishing of any services hereunder. This writing is the entire agreement between the "lessee" and L & P Supply of Hutchinson, Inc. and no oral representation by any employee of L & P Supply of Hutchinson, Inc. shall be binding upon it or enforceable. The "lessee's" execution of the agreement and/or acceptance of the delivery of any part of rented items to be furnished hereunder will constitute the "lessee's" acceptance of the provisions contained herein, and the exclusion of any terms and conditions otherwise stated by the "lessee" or contained in the "lessee's" purchase documents which conflict with or limit the provisions contained herein. The "lessee" agrees to all terms and conditions described herein.

**"Lessee" Printed Name:** \_\_\_\_\_

**"Lessee" Signature/Date:** \_\_\_\_\_

**"Lessor" or "Lessor Employee" Printed Name:** \_\_\_\_\_

**"Lessor" or "Lessor Employee" Signature/Date:** \_\_\_\_\_