

# Equipment Rental Agreement

Owner: Dillon Valley East Condominium Association  
Phone: 970-485-5960

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

Renter: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Place of Use: \_\_\_\_\_

Equipment Rented: Caterpillar 936

Vehicle Identification Number: \_\_\_\_\_

License: \_\_\_\_\_

Rental Rate \_\_\_\_\_ Per day

Term: **From** Month \_\_\_\_, Day \_\_\_\_, Year \_\_\_\_, **To** Month \_\_\_\_, Day \_\_\_\_, Year \_\_\_\_,

## Rental Terms and Conditions

1. The Renter shall keep and maintain the rented equipment during the terms of the rental at his own cost and expense. He shall keep the equipment in a good state of repair, normal wear and tear excepted.
2. The Renter shall pay Dillon Valley East Condominium Association full compensation for replacement and/or repair of any equipment which is not returned because it is lost, stolen, damaged and in need of repair to put it into the condition it was in at the time of rental, normal wear and tear excepted. The owner's invoice for replacement or repair is conclusive as to the amount the renter shall pay under this paragraph for repair or replacement.
3. The renter shall not remove the equipment from the address of the renter or the location shown herein as the place of use of the equipment without prior written approval of the owner. The renter shall inform the owner upon demand of the exact location of the equipment while it is the renter's possession.
4. The equipment may be delivered to the renter and returned to the owner at the renter's risk, cost and expense. Rental charges are billed to the renter for each Term or portions of the Term from the time the equipment is received by the renter until is returned. Rental charges are billed to the renter for full days even if the equipment is returned before the end of the day.

5. The equipment shall be returned to the owner with the same or more amount of fuel as when the equipment was received by the renter. For excess fuel, the owner will not reimburse for excess fuel or reduce the rental fee.
6. No allowance will be made for the rented equipment or accessories which are claimed not to have been used. Acceptance of returned equipment by the owner does not constitute a waiver of any of the right the owner has under this agreement.
7. The renter shall allow the owner to enter the renter's premises where the rented equipment is stored or used at a reasonable time to locate and inspect the state and condition of the rented equipment. If the renter is in default of any of the terms and conditions of this agreement, the owner and his agents, at the renter's risk, cost and expense may at any time enter the renter's premises where the rented equipment is stored or used to recover the rented equipment.
8. The renter shall not pledge or encumber the rented equipment in any way. The owner may terminate this agreement immediately upon the failure of the renter to make rental payments when due, or upon the renter's filing for protection from creditors in any court of competent jurisdiction.
9. The renter indemnifies and holds the owner harmless for all injuries or damage of any kind for repossession and for all consequential and special damages for any claimed breach of warranty and for any vehicle or traffic citations.
10. The operator of the equipment must be of age 18 years or older, have a valid driver's license recognized by the State of Colorado, and has demonstrated ability to operate the equipment in a safe manner deemed by a representative of Dillon Valley East Condominium Association.
11. The owner has the right to terminate this agreement at any time for any reason.
12. The renter shall pay all reasonable attorney and other fees, the expenses and costs incurred by the owner in protection of its rights under this rental agreement and for any action taken by the owner to collect any amounts due the owner under this rental agreement.
13. These terms are accepted by the renter upon delivery of the terms to the renter or the agent or other representative of the renter.

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

Renter

Printed Name: \_\_\_\_\_

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