

# TOMCO Rentals, LLC

4375 George Washington Memorial Highway  
Hayes, VA 23061 804.642.0019



Customer Name: \_\_\_\_\_

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

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

Telephone#: (H) \_\_\_\_\_ (C) \_\_\_\_\_ (W) \_\_\_\_\_

Email: \_\_\_\_\_

Equipment Rented: \_\_\_\_\_

Date out: \_\_\_\_\_ Date In: \_\_\_\_\_

**Delivery fees. \$150/delivery 1 way, 20-mile radius. \$300 for items over 5k lbs. \$5/mile after 20-miles**

## RENTAL CONTRACT TERMS AND CONDITIONS

This Rental Agreement ("Agreement") is made between the Lessor (the rental company) and the Lessee (the individual or entity renting the equipment), subject to the following terms and conditions:

### 1. INSPECTION OF EQUIPMENT

The Lessee acknowledges that they have personally inspected the equipment, found it suitable for their needs, and confirmed it is in good working conditions. The Lessee agrees to inspect the equipment before each use and report any defects to the Lessor.

### 2. EQUIPMENT MALFUNCTION

Should the equipment become unsafe or defective, the Lessee agrees to discontinue use and notify the Lessor immediately. The Lessor will attempt to replace the faulty equipment with similar working equipment, if available. The Lessor is not liable for delays or any incidental damage that may result from equipment failure.

### 3. NO WARRANTIES

The Lessor makes no warranties, express or implied, regarding the equipment's suitability for any particular use, nor that the equipment is free from defects. The Lessee rents the equipment "as-is."

### 4. LIABILITY AND INDEMNIFICATION

The Lessee assumes all risks related to the use of the equipment. The Lessee agrees to indemnify and hold harmless the Lessor from any claims, including those by third parties, for personal injuries, property damage, or losses arising from the use, maintenance, or return of the equipment. This includes any legal fees incurred in defending such claims.

## **5. PROHIBITED USES**

The following uses of the equipment are prohibited and constitute a breach of this Agreement:

- a) Illegal activities or use in violation of any law.
- b) Improper or unintended use, including misuse or abuse.
- c) Use by any person other than the Lessee, without prior written permission from the Lessor.
- d) Use at a location other than the agreed-upon rental address, except for trailers.

## **6. ASSIGNMENTS, SUBLEASES, AND LOANS**

The Lessor may assign its rights under this Agreement without the Lessee's consent but remains bound by the Agreements obligations. The Lessee may not sublease or lend the equipment without written permission from the Lessor.

## **7. RETURN OF EQUIPMENT**

The Lessee's right to use the equipment ends at the expiration of the rental period. Failure to return the equipment promptly is a material breach of this Agreement. The equipment must be returned in the same condition, subject to normal wear and tear, with the same amount of fuel that was in it when rented. A \$7/gallon fuel surcharge will be applied should the Lessor have to provide fuel to get equipment back to fuel level when rented. The Lessee is liable for any damage incurred due to late returns.

## **8. DAMAGED OR LOST EQUIPMENT**

The Lessee is responsible for any loss or damage to the equipment while it is in their possession. Equipment damaged beyond repair will be charged at its replacement cost.

## **9. DAMAGE WAIVER**

The Lessor charges a 10% damage waiver fee on all rentals, covering up to \$300 of repair costs for damage to the equipment while in the Lessees possession. This waiver does not cover negligence or misuse. The Lessee may decline this waiver by providing proof of insurance covering the equipment.

☐ YES, I accept the Rental Damage Waiver.

☐ NO, I decline to purchase the Rental Damage Waiver.

## **10. THEFT OF EQUIPMENT**

The Lessee agrees to pay for the equipment at its replacement value if lost or stolen while in their possession. The damage waiver does not cover theft.

## **11. PAYMENT OF FEES**

The Lessee agrees to pay all rental fees, service charges, and any late fees. All overdue accounts may incur service charges, and the Lessee will be responsible for any collection or legal fees the Lessor incurs.

**12. REPOSSESSION**

If the Lessee fails to pay or breaches this Agreement, the Lessor may terminate the Agreement and repossess the equipment without notice. The Lessee waives any claims arising from such repossession.

**13. NO REPRESENTATION OF MANUFACTURER**

The Lessee acknowledges that the Lessor is not the manufacturer of the equipment and assumes no liability for any defects in the equipment itself.

**14. LOADING AND UNLOADING EQUIPMENT**

If the Lessor assists in loading or unloading the equipment, the Lessee assumes all risks for any damage or injury that may result.

**15. TRAILER HITCH INSPECTION**

The Lessee agrees to inspect trailer hitches and safety chains before each use and maintain them in a secure condition.

**16. ACCIDENT NOTIFICATION**

In the event of an accident involving the equipment, the Lessee must notify the Lessor immediately.

**17. LIABILITY FOR OVERDUE ACCOUNTS**

All accounts are due at the end of the rental period. A service charge may be applied to overdue accounts, and the Lessor reserves the right to pursue collection for unpaid balances.

**18. OSHA COMPLIANCE**

The lessee agrees to operate the equipment in a manner consistent with OSHA regulations and safety guidelines. Additionally, the lessee is to notify the lessor if the equipment is found to be unsafe or in need of repair.

This agreement has been executed on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. The renter has read and agrees to the terms and conditions set forth herein.

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Signed, Renter

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Date

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TOMCO Rentals Representative

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Date