



# EQUIPMENT RENTAL AGREEMENT

## Williston Tractor & Equipment Rental

230 SE HWY 41, Williston, FL 32696 | (352) 870-2222

**Note:** Daily rentals are based on **10 hours of use**. Any use over 10 hours in a 24-hour period will be billed as an **additional day**.

### 1. PAYMENT TERMS

Payment is due at the start of the rental term unless otherwise agreed in writing. Applicable sales/use taxes will be added. Any unpaid balances are subject to collection fees, court costs, and attorney's fees as allowed under Florida law.

### 2. CONDITION & RETURN OF EQUIPMENT

- Equipment must be returned **in the same condition as received**, normal wear and tear excepted.
- All accessories and attachments must be returned.
- An additional cleaning fee will be charged if Equipment is returned excessively dirty.
- Lessee is responsible for loss or damage to Equipment from the time of pickup/delivery until return.

### 3. FUEL POLICY

- Equipment must be returned **full of fuel**.
- If returned without a full tank, Lessee **authorizes Lessor to refill at a rate of \$8.00 per gallon**.
- Fuel charges will be added to the final invoice.

### 4. USE OF EQUIPMENT

- Equipment shall be used **only for its intended purpose** and operated in a safe, lawful manner.
- Lessee shall follow all manufacturer's guidelines, safety rules, and Florida state and local regulations.
- No subleasing or transfer of this Agreement without Lessor's written consent. • Lessee shall **not** use the Equipment in any manner that violates OSHA safety standards or causes undue wear.

### 5. LIABILITY, LOSS & DAMAGE

- Lessee assumes **full responsibility** for the Equipment from time of delivery/pickup until return.
- Lessee is liable for **loss, theft, damage, or destruction** of Equipment, regardless of cause.
- Lessor is **not responsible** for injuries, property damage, delays, or losses arising from the use, transportation, or operation of Equipment.
- Florida law recognizes that heavy equipment use involves inherent risks; Lessee accepts these risks and releases Lessor from liability.

### 6. INSURANCE & RPP (RENTAL PROTECTION PLAN)

- Lessee shall maintain adequate insurance coverage for liability, property damage, and replacement of Equipment during the rental period.
- **Optional:** Lessee may purchase a **Rental Protection Plan (RPP)** from Williston Tractor and Equipment Rentals to help cover accidental damage and certain repair costs. RPP does **not** cover theft, loss, or misuse-related damage. Terms and limits will be explained at rental time.



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## 10. INDEMNIFICATION

To the fullest extent permitted by Florida law, Lessee agrees to indemnify, defend, and hold harmless Lessor, its owners, employees, and agents from any and all claims, liabilities, damages, losses, costs, and expenses (including attorney's fees) arising out of or related to:

1. Lessee's possession, use, or operation of the Equipment;
2. Any injury, death, or property damage connected to such use;
3. Lessee's failure to comply with this Agreement or any applicable law.

## 11. DEFAULT & REMEDIES

- If Lessee fails to return the Equipment when due, fails to pay rental charges, or breaches any term of this Agreement, Lessor may repossess the Equipment without notice and pursue all legal remedies available under Florida law.
- Lessee shall pay all costs of recovery, including reasonable attorney's fees and court costs.

## 12. GOVERNING LAW & VENUE

This Agreement is governed by and construed under the laws of the State of Florida. The parties agree that **exclusive venue shall be in Levy County, Florida.**

## 13. SEVERABILITY

If any provision of this Agreement is found unenforceable under Florida law, the remaining provisions shall remain in full force and effect.

## 14. ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties. No oral statements or prior writings shall modify this Agreement unless signed by both parties.

## ACKNOWLEDGEMENT & SIGNATURE

By signing the contract, I acknowledge that I have read, understand, and agree to the terms and conditions of this Equipment Rental Agreement.