

GREENHILL FARMS EQUIP. INC.

SALES • PARTS • SERVICE • RENTAL

www.greenhillfarms.net

28361 Hwy. 77, Cambridge Springs, PA 16403

(814) 967-3223

Grasshopper, Woods, Simplicity, Dixie Chopper

Rental Agreement



RENTAL CONTRACT NO.

NAME				HOURMETER OUT:		DATE & TIME OUT / / HOUR ___ AM ___ PM	
ADDRESS				HOURMETER IN:		DATE & TIME IN / / HOUR ___ AM ___ PM	
LOCATION EQUIPMENT USED				PHONE #			
				CONDITION OUT		CONDITION IN	
QUANTITY	ITEM RENTED	RUN TIME 1 Day-10 Hrs.	RUN TIME 1 Wk.-50 Hrs.	MONTH	RENTAL FEE		
					RENT		
					FUEL		
					DELIVERY		
					SUB TOTAL		
					TAX		
					TOTALS		
					DEPOSIT		
					BAL. DUE		

CONDITIONS UNDER WHICH TOOLS AND OTHER EQUIPMENT ARE RENTED

1. All tools, equipment and items leased hereby are used at Lessee's own and sole risk. Lessee agrees Lessor shall not be responsible nor liable for any injury or damage resulting from the same or the use thereof.

2. Lessee guarantees to Lessor that he fully knows how to safely and carefully operate and use the tools, equipment or items leased hereby, and so indicates by his initials _____.

3. Lessee assumes all responsibility for equipment while out of possession of Lessor, and promises to return such equipment to the Lessor in as good condition as it was at the effective date of the lease, natural wear from a responsible use excepted. Lessee shall be liable for any loss, theft, damage or destruction of leased property. Rental payment may not be applied to purchase of any leased property.

4. All equipment lost or damaged beyond repair or not returned will be paid for by the Lessee at Lessor's cost to replace, and all damaged equipment which may be repaired will be repaired by the Lessor on return thereof and the cost for such repairs shall be paid by the Lessee. Accrued rental charges cannot be applied against the purchase price or cost of repairs of such damaged or lost equipment. All cartage charges must be borne by Lessee. Rental charges on lost equipment continue until Lessee pays for same.

5. Scheduled rental rates begin when equipment leaves our store and continue until returned thereto. We charge for all time out including Saturdays, Sundays and holidays. A cleaning charge will be made on items returned unclean, as determined by sole discretion of Lessor.

6. Lessee agrees that all charges for rental, damage, lost items, cleaning or material will be paid, and that all collection fees, attorney fees, court costs, or any expense involved in the collection of these charges will be borne by Lessee in the court of the county in which indebtedness is incurred.

7. Lessee agrees in advance that Lessor may enter any property or buildings to recover the leased property.

8. All tools and equipment and items leased hereby MUST be returned by Due in Date as set forth above.

9. Legal notice to Lessee: Failure to return all tools, equipment and items leased

hereby on the Due in Date may result in criminal charges under the Pennsylvania crimes code such as theft of services, theft of leased property, etc.

10. THE UNDERSIGNED LESSEE HEREBY ACCEPTS FOR RENTAL THE NOTED EQUIPMENT, AND DOES HEREBY AGREE TO ABIDE BY AND BE BOUND BY THE PROVISIONS OF THIS AGREEMENT, THIS IS A CONTRACT OF BAILMENT.

11. Lessee shall defend, indemnify, and hold harmless Greenhill Farms Equip. Inc., its employees, agents, and subsidiaries, from and against all claims, liabilities, losses, damages to property or otherwise, and expenses, or every character whatsoever, resulting from the lessee or subcontractor. The indemnities included in this exhibit shall include reasonable attorneys fees paid by Greenhill Farms Equip. Inc. in defending suit and actions involving liability covered by the indemnification provision in this paragraph.

12. IN THE EVENT THAT ANY OUTSTANDING BALANCE SHOULD EXIST IN EXCESS OF 30 DAYS, INTEREST SHALL ACCRUE ON THE UNPAID AMOUNT AT 18% PER ANNUM.

13. GREENHILL FARMS EQUIP. INC. MAKE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR A PARTICULAR PURPOSE. GREENHILL FARMS EQUIP. INC. SHALL NOT BE LIABLE FOR (1) ANY LOSS, DAMAGE, OR EXPENSE OF ANY KIND CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT, ITS OPERATION, OR THE INSTALLATION, USE OR MAINTENANCE, HANDLING, OR STORAGE THEREOF, OR BECAUSE IT IS OR BECOMES UNSUITABLE OR UNSERVICEABLE, OR FOR ANY INTERRUPTION OF SERVICE OR LOSS OF USE THEREOF, OR (2) TO ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING STRICT LIABILITY AND TORT).

14. This agreement shall be governed and interpreted by the laws of the Commonwealth of Pennsylvania.

LESSEE SIGNATURE _____