



484-272-5937

1950 S Delaware Drive  
Mt. Bethel PA, 18343

www.BethelGC Rental.com



## EQUIPMENT RENTAL AGREEMENT

Lessee  with  agrees to indemnify and hold **Beth-El GC LLC** harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including reasonable attorney fees arising out of, connected with, or resulting from the rental/lease of any equipment, including motor vehicle, or the employment of any personnel provided by **Beth-El GC LLC** hereunder provided; however, that Lessee shall have no obligation to indemnify and hold harmless Lessor for their sole negligence or for the intention or wanton misconduct of any personnel by Lessor hereunder.

## RENTAL PERIOD AND CANCELLATIONS

Minimum rental period is 4 hrs. Special rates are available on one week or longer rentals. **Beth-El GC LLC** requires 24 hours' notice of all cancellations. One day rental shall be charged for lack of advance notice.

**CERTIFICATE OF INSURANCE** PROVIDED  NOT PROVIDED

**LOSS DAMAGE WAIVER (LDW)** ACCEPT  DECLINE

**DAMAGE PROTECTION PLAN (DPP)** ACCEPT  DECLINE

## INDEMNIFICATION

This indemnity agreement between **Beth-El GC LLC**, hereafter known as "lessor," and  with  hereafter known as "lessee," covers the agreement that the lessee shall hold **Beth-El GC LLC** harmless for any and all damages that may result as a result of equipment rental. **Beth-El GC LLC** will be held harmless from any legal action or claim. This will be true to the fullest extent allowed by law. In no way will **Beth-El GC LLC** be considered financially liable for any claims, and the lessee will undertake measures to protect **Beth-El GC LLC** from any such claim. In the event of a suit of any kind, the lessee will be responsible for settling the claim. Should the lessee be found unable to defend **Beth-El GC LLC** in such a suit, the lessee will be billed for the sum of the cost of the suit, including legal fees, expenses, and payments.

**WE HAVE READ THIS ENTIRE CONTRACT AND AGREE TO ALL TERMS AND CONDITIONS.**

Name:  with

Address:

Project Address:  SAME AS ABOVE

Tel:  Cell:  Rental Period:  am pm to  am pm

## DELIVERY KNOWLEDGE

The undersigned individual hereby acknowledges the actual receipt and delivery of the reserved equipment described on the invoice and/or contract provided to the customer. Further, acknowledgement of delivery includes that goods were inspected with care and that everything was delivered as described.

**The undersigned individual hereto agrees to the foregoing as evidenced by their signature below.**

Delivery to  Pickup by   ON:

Description of Goods Delivered: The Lessee received  from Beth-El GC LLC.

# RENTAL TERMS & CONDITIONS

## PAYMENT TERMS

Payment terms are due at the time of rental, or C.O.D.

## INSURANCE REQUIREMENTS

Lessee shall secure and maintain (a) All Risk Physical Damage insurance including coverage for collision and upset and comprehensive losses to the equipment rented from Lessor hereunder, and (b) Comprehensive General Liability and Business Auto Liability insurance both in an amount of not less than \$1,000,000. Combined Single limit for personal injury, bodily injury, and property damage. The Comprehensive General Liability form shall include the coverage parts for broad form contractual liability. The Business Automobile Liability policy shall include coverage for Hired and Non-Owned Automobile Liability and Physical Damage. This insurance shall remain in full force and effect until this lease has expired, including a 30 - day pre-notice of cancellation or material change in coverage clause, and until said equipment has been returned to Lessor.

## CERTIFICATE OF INSURANCE

Lessee shall provide Certificate of Insurance, signed by an authorized representative of the Lessee's insurance company, evidencing that Lessee is in compliance with the insurance provisions of this Agreement. Lessee shall have the insurance company providing coverage required hereunder and the interest of Lessor as Additional Insured and Loss Payee as Lessor's interest may appear in reference to any and all equipment provided by Lessor under the terms and conditions of this Agreement. Any insurance certificate provided in accordance with this Agreement shall stipulate that Lessor shall receive 30 days written notice of cancellation from the insurance company providing the required coverage prior to any cancellation or reduction in the limits of liability; each such certificate issued to Lessor shall stipulate that the coverage indicated on the insurance certificate shall be primary coverage and not contributing with any other insurance maintained by Lessor. It is agreed that Lessee's insurance coverage shall commence at the time of any of the Lessor's equipment leaves Lessor's premises and shall remain in full force and effect until the equipment is returned to the premises of Lessor unless Lessor shall stipulate that such equipment is to be returned to a specific location other than Lessor's premises Lessee agrees to provide adequate evidence that Lessee has met the insurance requirements as indicated herein by filing with Lessor a fully executed Certificate of Insurance at or prior to the delivery of any equipment or vehicles rented or leased by Lessee Hereunder. Equipment coverage shall be provided on replacement cost basis. If actual cash value basis, Lessee shall pay difference between actual cash value and replacement cost. Lessor agrees to indemnify, defend, and hold harmless from and against any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including reasonable attorney fees arising out of, connected with, or resulting from the manufacture, alteration or modification by Lessor, his employees or agents, of any equipment or vehicle supplied to Lessee pursuant to this Agreement.

## SUMMARY OF COVERAGE REQUIRED

Lessee must provide **Beth-EL GC LLC** with evidence of Comprehensive General Liability Insurance in an amount not less than: \$1,000,000 Combined Single Limit Bodily Injury and Property Damage Liability and Automobile Liability Insurance in an amount not less than: \$500,000 Combined Single Limit and Include Physical Damage Endorsement (Comprehensive & Collision for Non-owned and Hired Vehicle) on a blanket basis to any vehicles that **Beth-EL GC LLC** may provide to lessee.

1. List **Beth-EL GC LLC** as Loss Payee as respects Misc. equipment, Physical Damage to Autos, and Comprehensive and Collision.
2. List **Beth-EL GC LLC** as additionally insured as respects to: Third Party Property Damage, Comprehensive General Liability, and Auto Liability.

Certificate shall be addressed to: **Beth-EL GC LLC**. 1950 S Delaware Drive, Mt Bethel PA 18343

**Beth-EL GC LLC** will receive the above protection even after all engagements have ended. This protection extends to any future suit.

## DAMAGED EQUIPMENT

Our equipment is offered for inspection and testing at the time of rental. All equipment is rented in good condition and is to be returned in the same condition. Lessee shall, at their own cost and expenses; protect, keep, and maintain rented equipment which is in their custody in a good state of operating condition Lessee will be responsible for any cost to repair and/or replace equipment to same condition as when delivered, normal wear and tear accepted. It is further understood and agreed that Lessee shall be obligated for loss of rental income until such time as equipment is fully repaired and returned to Lessor or full payment in settlement of loss received by Lessor.

## LOSS DAMAGE WAIVER (LDW)

Insurance If certificate of insurance is Not Available Client must purchase our Loss Damage Waiver Insurance. Our LDW Insurance cost is 10% of rental price. LDW covers most causes of loss or damage, including: Collision, Overturns, Theft, Vandalism, Fire, Flood, Wind, Hail, and Earthquake. LDW does not cover loss or damage caused by: Exceeding Rated Load Capacity, Misuse, Abuse, Mysterious Disappearance, Mechanical Breakdown, Improper Maintenance, Wear and Tear, and Ingestion of Foreign Objects. Customer is responsible for the first \$1,000 per occurrence for eligible loss or damage (\$3,000 per theft occurrence) to the rented equipment, during the term of the rental agreement.

## DAMAGE PROTECTION PLAN (DPP)

An optional Damage protection Plan is offered to waive possible repair fees that may occur while using the tool/equipment during the rental period. Our DPP cost is 10% of rental price and covers any unforeseen Mechanical Breakdown and unforeseen circumstances like, Hoses Bursts, Flat Tires and normal Wear and Tear. Our DPP does not cover loss or damage caused by: Exceeding Rated Load Capacity, Misuse, Abuse, Mysterious Disappearance, Improper Maintenance, Excess Wear and Tear, and Ingestion of Foreign Objects.

**\* All prices are subject to change, units are based on limited availability. Equipment - Transportation, Fuel, Cleaning, Damage, & Insurance Charges May Apply.**

**Exceeding max hours on machine will be billed at a rate of \$35/hr**