



# Equipment Rental Details

Today's Date: \_\_\_\_\_

Dear Renter:

Please complete the following application and return via email to: [sales@rjhhvacr.com](mailto:sales@rjhhvacr.com) or fax to: (301)776-7274 for approval and rate calculation. If you would like to speak to a Customer Service Representative please call: (888)937-9080 as ask for the Equipment Rental Department.

Name of Company:

\_\_\_\_\_

Address:

Street City State Zipcode

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact: \_\_\_\_\_ Fed Id: \_\_\_\_\_

Email: \_\_\_\_\_ @ \_\_\_\_\_ . \_\_\_\_\_

Description of Equipment for Rental:

Weekly / Monthly / 12 Mos. / 24 Mos. / 36 Mos.

Type of Equipment Requested Term of Contract Desired

*(The rental rate is based on the term of the contract)*

Please insert the Model Numbers from the website, if applicable

Qty Model Number Description

Qty Model Number Description

Qty Model Number Description

When will the equipment be needed for use? \_\_\_\_\_

Please forward this to the Rental Department for scheduling and pricing for your equipment rental. If you have any questions, please call our Rental Department at (888)937-9080 for more details.



# Sample Copy of Equipment Rental Agreement

Contract Number: \_\_\_\_\_

**RJH Air Conditioning & Refrigeration Service, LLC**, hereinafter referred to as "**Company**", hereby rents to:

\_\_\_\_\_.

This Equipment Rental Agreement is upon the covenants and conditions appearing in this and the following pages, to which the parties hereto expressly agree as follows:

1. **Term Rental Period** - The rental period shall be based on the term & charges based on the Renter's equipment selection and executed on a Rental Agreement. The Rental Agreement will begin on the date of delivery and will automatically renew for each period unless the Company is informed to pickup the equipment prior to the end of the term period. The Rental period will be selected by the Renter and will appear on the Rental Agreement prior to Company delivering the equipment.

2. **Rent** - As rental for the equipment, Renter agrees to pay Company each day/week/month (rental period) a total of **(To be determined)** per day/week/month (rental period) throughout the term of the Equipment Rental Agreement together with the amount of sales tax applicable to the location of the equipment. In addition to the rental charges, Renter will pay **(To be determined) for delivery, installation and pickup charges as applicable**, plus any charges for accessories. Company will provide an invoice for the above charges for the rental, delivery and accessory charges to be paid prior to the delivery of the equipment. Additional charges, if any, will be assessed upon pickup of the equipment.

3. **Additional Provisions** - **Billing begins on the date of the delivery and recurs on the same day of the following rental period. Referenced under Section 1 "Term Rental Period".**

(**Note:** additional terms and conditions are set forth on page two and three hereof and made an integral portion of this agreement.)

**In Witness Whereof**, the Parties have executed the Equipment Rental Agreement this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**RJH Air Conditioning & Refrigeration Service, LLC**

**Renter:**

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Authorized Representative  
Printed Name: \_\_\_\_\_

## Terms and Conditions (Continued from page One)

4. **Authorization Agreement For Automatic Withdraw of Rental Payments:** I, the undersigned Renter in the capacity set forth on page 1, hereby authorize RJH Air Conditioning & Refrigeration Service, the Company, to automatically withdraw my monthly rental payment and any amounts, including any and all taxes or other charges now due or hereinafter imposed, owed in conjunction with the above referenced Equipment Rental Agreement Number: \_\_\_\_\_ by initiating debit entries to my account at the financial institution (hereinafter "Bank") evidenced on the check copy provided, or such other Bank that may be used by me from time to time. A set forth in Paragraph 17 on page 3, in the event of default of my obligations hereunder, I authorize the Company to debit my account for the full amount due under the Equipment Rental Agreement. A rental payment (whether paid by debit or other means) that is not honored by my bank for any reason will be subject to a \$25.00 service fee imposed by the Company, the amount of which may be debited from my account. Further, I authorize my Bank to accept and charge any debited entries initiated by the Company to my account. This authorization is to remain in full force and effect until the Company has received written notice from the Renter of its termination in such time and in such manner as to afford the Company a reasonable opportunity to act.

**BANK** \_\_\_\_\_ **ROUTING NO.** \_\_\_\_\_ **ACCOUNT NO.** \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_ **DATED:** \_\_\_\_\_

5. **Installation:** The Renter will provide the proper electrical power supply, correct drainage and water source piping and supply to the machine's location. Any additional charges for installing electrical, drains or water source piping and supply beyond ten feet, additional charges will apply. These additional charges will be billed to the Renter by the Company and due upon completion of the installation.
6. **Title and Quiet Enjoyment:** Company covenants it is the owner of the Equipment free of encumbrances and that as long as Renter shall not be in default, Renter shall peacefully and quietly hold and possess the Equipment during the term hereof. Title of the Equipment shall at all times remain in the Company. On delivery of Equipment, Renter agrees to promptly execute and deliver to Company, Company's standard form of delivery and or installation receipt. If the Equipment is installed on rented premises, Renter agrees to provide a waiver of landlords' lien. Renter represents it has full right and lawful authority to enter into this Rental Agreement, and in doing so violates no existing agreement of the Renter.
7. **Return of Equipment:** At the termination of this Rental Agreement, Renter will surrender the Equipment to Company in good condition, reasonable wear and tear and depreciation from proper use expected. Renter shall not change or alter the Equipment except on written consent of the Company. Renter shall be responsible for any loss or damage of the Equipment from casualty or misuse.
8. **Equipment Rental Agreement is Irrevocable:** This Equipment Rental Agreement is irrevocable for the full term and Renter's obligation to pay the a aggregate rent for the full term and shall not abate by reason of loss or damage to the Equipment or termination of Renter's possession or for any other reason.
9. **Taxes:** Renter agrees to pay any and all taxes, assessments or other charges levied or assessed on or with respect to the Equipment or its use, value, or ownership thereof, weather during the term of the Equipment Rental Agreement or thereafter if applicable to the term of the Agreement or reimburse the Company forthwith (as additional rent hereunder) if Company pays the same, to prepare and or file schedules required by taxing authorities in connection therewith and to provide permits and licenses, if any necessary for installation or operation.
10. **Government Regulations:** Renter shall comply with any government statute, ordinance, or regulation and hereby indemnifies Company against any liability arising from a breech of the same and agrees to defend any actions brought at the sole expense of Renter, providing Company shall be entitled to participate in any litigation arising in connection with the Equipment through its own attorneys at its own expense.
11. **Non-Assignability by Renter:** Renter shall not rent, lease, sublease, transfer, assign, or otherwise encumber or remove the Equipment from the address noted for its location, or part with possession thereof.
12. **Marking of Equipment:** Company has the right to place upon the Equipment its inscription of ownership, which shall not be removed by Renter.
13. **Assignability by Company:** Company may assign this Agreement and the assignee shall succeed to the rights of Company and Renter is precluded from asserting against an assignee of Company any defense, set-off, counterclaim, or action which Renter may have or acquire against Company or any person or company installing or servicing the Equipment. Upon notification of such assignment, all payments required hereunder shall be made directly to Company's assignee.

- 14. Maintenance By Company:** Renter shall have no responsibility in connection with maintenance, repair, or replacement of the Equipment or parts, the sole obligation therefore being the Company's.
- 15. Renter's Indemnity and Obligation:** The Renter indemnifies and saves Company harmless of and from any damage to or loss of Equipment during the term, however occasioned, and also against and from all claims, damages, suits, and expenses by reason of injury to the person or property occurring from the use or operation of the Equipment during the term hereof, and shall obtain and pay for public liability insurance in reasonable amounts required by Company, naming Company as a beneficiary of said policy. Renter agrees to keep the rented property insured in the name of the Company at Renter's Expense in a responsible insurance company against fire and other casualties usually insured against by operators of like businesses to the extent of the new replacement cost of the Equipment. Renter shall furnish Company with certificates to evidence the insurance coverage provided for herein. Each policy shall require 10-day prior written notice to Company in the event of cancellation for any reason. Upon breach of the forgoing Company, at its option has the right to acquire such insurance, and sums expended therefore shall become additional rent due.
- 16. Default:** If Renter should fail to pay any rental, taxes, or other sums as herein provided when the same shall be due, or if Renter shall commit a breach of any of its obligations hereof, or if a receiver shall be appointed for Renter, or any proceedings be instituted by or against Renter under the Bankruptcy Act (including any proceedings for reorganization or arrangement) or if Renter should otherwise become financially embarrassed, Company, at its option may by notice to the Renter declare the entire unpaid rental and all taxes and other sums payable by Renter hereunder to be immediately due and payable, and in addition to and without prejudice to any other remedies, may without court or other legal process and without notice to Renter, enter upon Renter's premises and repossess and move the Equipment. Such repossession shall not constitute a termination of this Equipment Rental Agreement unless Company so notifies Renter in writing. Company at its option may lease or rent the repossessed Equipment or any part thereof to any third party upon such terms and conditions as Company may determine or sell the Equipment or any part thereof. The net proceeds of such leasing or sale, less Company's expenses incurred in connection therewith, including attorney's fees shall be applied to the total unpaid rental and other sums payable by Renter hereunder, and Renter shall be obligated to pay Company any deficiency. If the amount obtained by Company or its assigns upon a subsequent lease, rental or sale of the property is less than the balance of unpaid rental and all other amounts due hereunder plus the expense incurred in repossessing, removing, repairing, storing, and disposing of property, Renter shall pay the amount of such deficiency. Renter shall pay all costs and counsel fees incurred in collecting or attempting to collect any sums owed under this Agreement or in securing possession of property and costs of reconditioning the property. **Reasonable late fees will be applied to any balance on the 15<sup>th</sup> of each month. Late fees are due and payable by Renter as additional rental fees.**
- 17. Casualty and Non-Operation if Equipment:** The Company shall not be liable for any loss or damages which is incurred as a result of delay, strikes, storms, war emergencies, labor troubles, belated receipt of materials, fires, floods, water, Acts of God, or other circumstances beyond its control. Company shall not be liable for any damage by reason of failure of Equipment to operate or faulty operation of equipment or system. Company shall not be held responsible for any direct or consequential damages or losses resulting from the installation, operation, or use of the products or materials furnished by the Company. Renter agrees that Company has made no warranty or representation with respect to the suitability or durability of the rented Equipment for the purpose intended by Renter.
- 18. Miscellaneous:** Company's failure to insist in any instance upon strict performance by Renter of any terms, warranties, covenants, and promises herein shall not be constructed as a permanent waiver of such terms, warranty covenant, or promise, or as a waiver of any other of the terms, warranties, covenants, and promises contained herein. No representation, warranties, promises, guarantees, or agreements oral or written, expressed or implied have been made by either party hereto with respect to this Agreement or the Equipment other than set forth herein. No modifications, extension, renewal, termination, or waiver of any provisions herein contained shall be binding upon the Company unless made in writing and executed in behalf of Company by a duly authorized agent of Company at its Beltsville office and this Agreement shall not be binding upon the Company until it is so executed (the entire agreement of the parties being in writing and any other prior writings being suppressed hereby). This Agreement is binding upon the legal representative and successors on the interest of Renter.
- 19. Manufacturer's Warranty & Maintenance:** Any alterations, repairs or maintenance performed by any vendor other than the Company shall, and not be limited to, void the warranties contained herein and/or, at the discretion of the Company cause this Agreement to be in material default. Maintenance and cleaning of equipment included under The Equipment Section on page 1 is covered under the Company's normal preventative maintenance program and the financial responsibility of the Company. The manufacturer's warranty will apply only to defects of equipment not caused by lack of regular maintenance.