# Construction Equipment Rental Agreement

A Construction Equipment Rental Agreement entered into this *\_\_\_* day of \_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ by and between Tennison Rental Company and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Lessee").

Lessee desires to lease from Tennison Rental Company and Tennison Rental Company desires to lease to Lessee all the items of equipment and personal property described in Exhibit A on the terms and conditions stated herein.

Therefore, in consideration of the premises and mutual covenants and agreements set forth herein, the parties agree as follows:

## Lease

Tennison Rental Company leases to Lessee and Lessee rents from Tennison Rental Company the Equipment from the date of this Construction Equipment Rental Agreement to *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* (the "Term").

## Rent

The rent for the leasing of the Equipment ("Rental") shall be $\_\_\_\_\_ per month, payable in advance on the first day of each month during the term, except that the Rental for the month of \_\_\_\_\_\_\_\_\_, shall be an appropriate fraction of the monthly Rental and shall be payable on the date of execution of this Construction Equipment Rental Agreement. Rentals and any and all other payments due Tennison Rental Company shall be paid to Tennison Rental Company at Tennison Rental Company's office at \_\_\_\_\_\_\_\_\_.

## Use and Operation of Equipment

Lessee agrees that it will use the Equipment in accordance with this Construction Equipment Rental Agreement, provided that any such use is in conformity with all applicable laws and regulations, any insurance policies, and any warranties of the manufacturer and any maintenance agreements with respect to the Equipment. Lessee shall not permit anyone other than its authorized agents or employees to operate the Equipment.

## Insurance

Lessee will, at its own expense, insure the Equipment at all times against all hazards requested by Tennison Rental Company including, but not limited to, fire, theft and extended coverage insurance, and such policies shall be payable to Tennison Rental Company as its interest may appear. Such policies of insurance shall be reasonably satisfactory to Tennison Rental Company as to form, amount and insurer, and shall provide for at least ten days written notice of cancellation to Tennison Rental Company. Lessee shall furnish certificates, policies or endorsements to Tennison Rental Company as proof of such insurance.

## Risk of Loss

Lessee assumes all risk of loss, damage, theft or destruction of the Equipment. No loss, damage, theft or destruction of the Equipment, in whole or in part, shall impair the obligations of Lessee under this Construction Equipment Rental Agreement, all of which shall continue in full force and effect. Lessee, at Tennison Rental Company's option, shall either:

1. return the Equipment in good repair, condition and working order;
2. replace the Equipment with like Equipment in good repair, condition and working order; or
3. pay Tennison Rental Company an amount equal to all unpaid Rentals due and to become due under this Construction Equipment Rental Agreement with respect to the affected Equipment, less the net amount of the recovery, if any, actually received by Tennison Rental Company from insurance or otherwise for such loss, damage, theft or destruction.

## Maintenance

Tennison Rental Company shall, at its expense, maintain each item of Equipment in good mechanical condition and running order. Without the prior written consent of Tennison Rental Company, Lessee shall make no repair, alteration or attachment with respect to the Equipment that interferes with the normal and satisfactory operation or maintenance. Lessee shall not undertake or fail to undertake any action that would adversely affect Tennison Rental Company's rights under the maintenance section of the Construction Equipment Rental Agreement.

## Return of Equipment

At the expiration or earlier termination of the Term of this Construction Equipment Rental Agreement, Lessee will return the equipment to Tennison Rental Company free of all advertising or insignia placed on it by Lessee and in the same operating order, repair, condition and appearance as of the date of this Construction Equipment Rental Agreement, excepting only for reasonable wear and tear and depreciation resulting from the authorized use of it.

## Warranties of Lessee

Lessee represents and warrants that:

1. it has taken all corporate action, which may be required by its Articles of Incorporation and all other applicable laws, to authorize the execution, delivery and performance of this Construction Equipment Rental Agreement;
2. the execution and delivery of this Construction Equipment Rental Agreement, the performance by it of its obligations and the honoring by it of its warranties and representations under this Construction Equipment Rental Agreement will not conflict with or violate any provisions of its Articles of Incorporation or by Bylaws;
3. this Construction Equipment Rental Agreement and all schedules, supplements, riders, and other documents executed under, in conjunction with, or pursuant to this Construction Equipment Rental Agreement constitute valid obligations of it, which are binding and enforceable against it in accordance with the terms of it and them; and
4. it is not in default under this Construction Equipment Rental Agreement.

## Default

Upon the occurrence of default, Tennison Rental Company may without any further notice exercise any one or more of the following remedies:

1. declare all unpaid Rentals under this Construction Equipment Rental Agreement to be immediately due and payable;
2. terminate this Construction Equipment Rental Agreement as to any or all items of Equipment;
3. take possession of the Equipment, and for this purpose enter upon any premises of Lessee and remove the Equipment, without any liability, suit, action, or other proceeding by Lessee;
4. cause Lessee at his/her expense to promptly return the Equipment to Tennison Rental Company in the condition set forth in this Construction Equipment Rental Agreement;
5. use, hold, sell, lease, or otherwise dispose of the Equipment or any item of it on the premises of Lessee or any other location without affecting the obligations of Lessee as provided in this Construction Equipment Rental Agreement;
6. proceed by appropriate action either at law or in equity to enforce performance by Lessee of the applicable covenants of this Construction Equipment Rental Agreement or to recover damages for the breach of them; or
7. exercise any other rights accruing to Tennison Rental Company under any applicable law upon a default by a lessee.

## Further Assurances

Lessee agrees from time to time throughout the Term of this Construction Equipment Rental Agreement to execute such additional documents and to perform such further acts as may be reasonably requested by Tennison Rental Company in order to carry out and effectuate the purposes and intents of this Construction Equipment Rental Agreement.

In witness, the undersigned have executed this Construction Equipment Rental Agreement this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

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REPRESENTATIVE, LESSEE

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REPRESENTATIVE, TENNISON RENTAL COMPANY