



PENINSULA EXCAVATING AND LANDSCAPING RENTALS EQUIPMENT RENTAL AGREEMENT

Lessor / Owner: Peninsula Excavating and Landscaping Inc. , a Michigan corporation, with a principal address of 1460 N. Eagle Hwy Lake Leelanau, MI 49653 (“Owner” or “Lessor”); and

Lessee / Renter: _____ [RENTER NAME]

_____ [ADDRESS] (“Renter” or “Lessee”)
_____ [RENTER’S DRIVER’S LICENSE]
_____ INSURANCE INFORMATION

1. EQUIPMENT

Owner agrees to rent to Renter, and Renter agrees to rent from Owner, the construction equipment described below, together with any attachments, accessories, and operator's manuals provided with it (collectively, the “Equipment”):

Make / Model	Description	Serial / Unit No.	Hour Meter Reading

Owner retains full ownership and title to the Equipment at all times. This Agreement is a rental/lease of goods only and does not convey any ownership interest to Renter. This Agreement is intended to be governed as a lease of goods under Article 2A of the Uniform Commercial Code as adopted in Michigan (MCL 440.2801, et seq.).

2. RENTAL TERM

2.1 Term. The rental term begins on _____, 20____ and continues until _____, 20____, or until the Equipment is returned to and accepted by Owner, whichever occurs first (the “Rental Term”), unless earlier terminated as provided in this Agreement.

2.2 Extensions. Any extension of the Rental Term must be requested by Renter and confirmed in writing (including email) by Owner prior to expiration of the then-current term. Absent written confirmation, Owner may treat continued possession of the Equipment past the Rental Term as a holdover subject to Section 5 (Late Fees) and Section 8 (Default) below.

2.3 Early Return. Rental charges are earned and payable for the full minimum rental period stated in Owner's rate schedule regardless of early return, unless Owner agrees otherwise in writing.

3. RENTAL RATE, FEES, AND PAYMENT

3.1 Rate. Renter agrees to pay Owner rent for the Equipment at the rate of \$_____ per [day/week/month], plus applicable Michigan sales/use tax, fuel charges, delivery and pickup fees, damage waiver fees (if elected), and any other charges identified in the attached rate schedule or delivery ticket, which is incorporated into this Agreement by reference.

3.2 Deposit. Renter shall pay a refundable security deposit of \$_____ prior to delivery or pickup of the Equipment. Owner may apply the deposit to any unpaid rent, late fees, repair costs, cleaning charges, or other amounts owed under this Agreement, and Renter remains liable for any deficiency.

3.3 Payment Terms. Rent is due and payable [weekly/monthly/upon return of the Equipment] as specified on the invoice. Payment is due upon receipt of invoice unless otherwise agreed in writing. Owner may require payment by credit card authorization, ACH, or other guaranteed form of payment prior to delivery.

ACKNOWLEDGMENT OF INSPECTION AND ACCEPTANCE

By signing below, Renter confirms that Renter has read this entire Agreement, has inspected the Equipment as described in Section 4, accepts the Equipment in good working order and condition, and agrees to be bound by all terms of this Agreement, including the towing waiver, assumption of risk, and indemnification provisions in Section 6.

OWNER / LESSOR
Print Name: _____
Title: _____
Date: _____

RENTER / LESSEE
Print Name: _____
Title: _____
Date: _____

[ADDITIONAL TERMS AND CONDITIONS TO FOLLOW]

ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions are incorporated in this Agreement.

4. INSPECTION AND CONDITION OF EQUIPMENT

4.1 Pre-Rental Inspection. Renter acknowledges that, prior to taking possession, Renter (or Renter's authorized representative) has personally inspected the Equipment, including its visible mechanical condition, safety guards, tires, hoses, fluid levels, controls, and attachments, and has been given a reasonable opportunity to test the Equipment's operation. Renter acknowledges and agrees that they are familiar with the use of the equipment and assume all liability and risk with said use.

4.2 Acceptance. By signing this Agreement or the accompanying delivery/pickup ticket, Renter acknowledges and agrees that the Equipment is in good working order and condition, free of any defects apparent upon reasonable inspection, and is suitable for Renter's intended use, AND RENTER ACCEPTS THE EQUIPMENT "AS IS, WHERE IS," subject to any manufacturer's warranty that may be assignable to Renter.

4.3 Condition Report. Any pre-existing damage, defects, or missing components must be noted in writing on the delivery/pickup ticket or condition report at the time of delivery or pickup. Absent such written notation, the Equipment is conclusively presumed, as between Owner and Renter, to have been delivered to Renter in good working order and free of damage.

4.4 Return Condition. Renter agrees to return the Equipment to Owner, at the location designated by Owner, on or before expiration of the Rental Term, in the same condition as received at the start of the Rental Term, ordinary wear and tear excepted, clean, fueled to the level provided at pickup, and with all attachments and accessories originally provided.

4.5 Post-Return Inspection. Owner will inspect the Equipment promptly upon return. Renter is responsible for the reasonable cost of repair, replacement, or cleaning of the Equipment beyond ordinary wear and tear, and for reasonable loss-of-use/downtime charges at the applicable rental rate for the period the Equipment is out of service for such repair or cleaning.

5. LATE FEES

5.1 Late Return. If Renter fails to return the Equipment by the end of the Rental Term, Renter shall pay Owner a holdover rental charge at [150]% of the applicable daily rental rate for each day or partial day the Equipment is not returned, in addition to a late fee of \$_____ per day, until the Equipment is returned to and accepted by Owner or repossessed by Owner.

5.2 Late Payment. Any invoice not paid within _____ days of its due date shall accrue a late payment charge of the greater of \$_____ or _____% per month (not to exceed the maximum rate permitted under Michigan law) on the unpaid balance, computed from the due date until paid in full.

5.3 Reasonableness. The Parties agree that the late fees and holdover charges set forth in this Section represent a reasonable estimate of the actual damages Owner would incur as a result of a late return or late payment, including lost rental opportunity, and are not intended as a penalty.

6. TOWING WAIVER, ASSUMPTION OF RISK, AND INDEMNIFICATION

This Section applies whenever the Equipment, or any trailer, generator, compressor, light tower, or other unit is towed by Renter or Renter's agents, employees, or contractors using a vehicle not owned or operated by Owner.

6.1 Renter's Towing Competence. Renter represents and warrants that Renter, and any individual who will tow the Equipment on Renter's behalf, is familiar with and competent in the safe operation of towing equipment, including proper hitch selection and coupling, safety chain attachment, breakaway cable connection, trailer brake operation, load balancing and tongue weight, use of mirrors, and compliance with the towing vehicle's rated towing capacity.

6.2 Pre-Tow Inspection. Prior to towing the Equipment, Renter shall perform, or cause to be performed, a pre-tow inspection confirming, at a minimum: (a) the hitch, ball, and coupler are properly matched and securely latched; (b) safety chains are crossed and attached with adequate slack for turning; (c) the breakaway switch/cable, if equipped, is properly connected; (d) trailer and towing vehicle lights, brakes, and signals are functioning; (e) tires (including the spare, if any) are properly inflated and in safe condition; and (f) the load is properly secured, balanced, and within the rated capacity of both the trailer and the towing vehicle. Renter assumes sole responsibility for confirming that its towing vehicle is suitable and legally equipped to tow the Equipment.

6.3 Assumption of Risk. RENTER UNDERSTANDS AND ACKNOWLEDGES THAT TOWING EQUIPMENT AND TRAILERS INVOLVES INHERENT RISKS, INCLUDING BUT NOT LIMITED TO LOSS OF VEHICLE CONTROL, TRAILER SWAY, ROLLOVER, DETACHMENT, COLLISION, AND PROPERTY DAMAGE OR PERSONAL INJURY TO RENTER, ITS PERSONNEL, OR THIRD PARTIES. RENTER VOLUNTARILY AND KNOWINGLY ASSUMES ALL SUCH RISKS ASSOCIATED WITH TOWING THE EQUIPMENT, WHETHER ARISING FROM THE CONDITION OF THE TOWING VEHICLE, THE MANNER OF LOADING OR SECUREMENT, ROAD OR WEATHER CONDITIONS, OR THE ACTS OR OMISSIONS OF RENTER OR ITS PERSONNEL, EXCEPT TO THE EXTENT SUCH RISK ARISES FROM OWNER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

6.4 Waiver. TO THE FULLEST EXTENT PERMITTED BY MICHIGAN LAW, RENTER RELEASES AND WAIVES ANY CLAIM AGAINST OWNER FOR LOSS, DAMAGE, OR INJURY ARISING OUT OF OR RELATED TO THE TOWING OF THE EQUIPMENT BY RENTER OR RENTER'S AGENTS, EMPLOYEES, OR CONTRACTORS, EXCEPT TO THE EXTENT SUCH LOSS, DAMAGE, OR INJURY IS CAUSED BY OWNER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

6.5 Indemnification and Hold Harmless. RENTER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS OWNER AND ITS OFFICERS, MEMBERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, FINES, PENALTIES, LIABILITIES, AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES AND COSTS) ARISING OUT OF OR RELATED TO THE TOWING OF THE EQUIPMENT BY OR ON BEHALF OF RENTER, INCLUDING CLAIMS FOR BODILY INJURY, DEATH, OR PROPERTY DAMAGE TO ANY PERSON, INCLUDING THIRD PARTIES, EXCEPT TO THE EXTENT CAUSED BY OWNER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THIS INDEMNITY SURVIVES RETURN OF THE EQUIPMENT AND TERMINATION OF THIS AGREEMENT.

6.6 Insurance. Renter is required to have a valid Michigan No-Fault insurance policy. Renter agrees that its Michigan No-Fault policy shall be the first priority insurer and shall cover any loss or damage to the equipment, incurred during any towing operation by Renter.

7. USE, MAINTENANCE, AND RISK OF LOSS

7.1 Permitted Use. Renter shall use the Equipment only for its intended purpose, in a careful and lawful manner, in compliance with all applicable federal, state (including Michigan Occupational Safety and Health Act requirements), and local laws, and only by qualified, trained operators. Renter shall not use the Equipment for any purpose for which it was not designed, operate it beyond its rated capacity, or permit any unauthorized person to operate it.

7.2 No Sublease or Assignment. Renter shall not sublease, assign, encumber, or permit any lien to attach to the Equipment, or remove the Equipment from the job site or location identified to Owner, without Owner's prior written consent.

7.3 Routine Maintenance. Renter is responsible for routine daily maintenance during the Rental Term, including checking and maintaining proper fluid levels, fuel, tire pressure, and lubrication, and for promptly notifying Owner of any malfunction, warning light, or unusual operating condition. Renter shall immediately cease use of the Equipment if it becomes unsafe to operate.

7.4 Risk of Loss. Except as otherwise expressly provided, risk of loss, theft, or damage to the Equipment passes to Renter upon delivery or pickup and remains with Renter until the Equipment is returned to and accepted by Owner.

Renter is responsible for the repair or replacement cost (at Owner's election, based on fair market or replacement value) of any Equipment that is lost, stolen, or damaged beyond ordinary wear and tear during the Rental Term.

7.5 Insurance. During the Rental Term, Renter shall maintain, at its own expense: (a) commercial general liability insurance with limits of not less than \$1,000,000 per occurrence; and (b) property/equipment insurance covering the full replacement value of the Equipment against "all risk" physical loss or damage, including theft. Renter shall provide Owner with a certificate of insurance naming Owner as an additional insured and loss payee upon request, prior to taking possession of the Equipment.

8. DEFAULT AND REMEDIES

8.1 Events of Default. Renter is in default under this Agreement if Renter: (a) fails to pay any amount when due; (b) fails to return the Equipment when required; (c) uses or permits use of the Equipment in violation of this Agreement or applicable law; (d) allows the Equipment to be seized, levied upon, or encumbered; or (e) becomes insolvent or subject to bankruptcy proceedings.

8.2 Remedies. Upon default, Owner may, without notice except as required by law: (a) declare all rent for the remainder of the Rental Term immediately due and owing; (b) repossess the Equipment, and Renter grants Owner and its agents the right to enter any premises where the Equipment is located for that purpose without liability for trespass; (c) apply the security deposit to amounts owed; and (d) pursue any other remedy available at law or in equity. Owner's remedies are cumulative and not exclusive.

9. COSTS AND ATTORNEY FEES

If any legal action, arbitration, or other proceeding is commenced to enforce or interpret this Agreement, or to collect any amount owed under this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party its reasonable attorney fees, expert witness fees, collection costs, and court costs actually incurred, in addition to any other relief awarded, whether such amounts are incurred before, during, or after litigation, arbitration, on appeal, or in any bankruptcy or collection proceeding.

10. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

10.1 Disclaimer. EXCEPT FOR THE EXPRESS CONDITION-OF-EQUIPMENT REPRESENTATIONS IN SECTION 4, OWNER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE EQUIPMENT, INCLUDING NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS OTHERWISE REQUIRED BY MICHIGAN LAW.

10.2 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY MICHIGAN LAW, OWNER'S TOTAL LIABILITY TO RENTER UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL RENT PAID BY RENTER UNDER THIS AGREEMENT, AND OWNER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS OR PROJECT DELAY COSTS, EVEN IF OWNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.3 General Indemnification. In addition to Section 6, Renter shall indemnify, defend, and hold harmless Owner from and against any claims, damages, or liabilities (including reasonable attorney fees) arising out of Renter's use, operation, possession, or transport of the Equipment, except to the extent caused by Owner's gross negligence or willful misconduct.

11. GOVERNING LAW AND VENUE

This Agreement is governed by and construed in accordance with the laws of the State of Michigan, without regard to its conflict-of-laws principles. The Parties consent to the exclusive jurisdiction and venue of the state courts located in Leelanau County, Michigan, for any dispute arising out of or relating to this Agreement.

12. GENERAL PROVISIONS

12.1 Entire Agreement. This Agreement, together with any attached rate schedule and delivery/pickup ticket, constitutes the entire agreement between the Parties regarding the Equipment and supersedes all prior or contemporaneous understandings, whether written or oral.

12.2 Amendment. This Agreement may be amended only by a writing signed by both Parties.

12.3 Severability. If any provision of this Agreement is held invalid or unenforceable under Michigan law, the remaining provisions shall remain in full force and effect, and the invalid provision shall be modified to the minimum extent necessary to make it enforceable.

12.4 No Waiver. Owner's failure to enforce any provision of this Agreement is not a waiver of Owner's right to enforce that or any other provision later.

12.5 Notices. All notices under this Agreement must be in writing and delivered by hand, certified mail, or email (with confirmation of receipt) to the addresses set forth above or as otherwise designated in writing.

12.6 Independent Contractor. Renter operates the Equipment as an independent contractor and not as an agent or employee of Owner. Nothing in this Agreement creates a partnership, joint venture, or employment relationship.

12.7 Survival. Sections 5, 6, 7.4, 7.5, 8, 9, 10, and 12.3 survive expiration or termination of this Agreement.

12.8 Counterparts; Electronic Signatures. This Agreement may be signed in counterparts, including by electronic or digital signature, each of which is deemed an original.

13. ACKNOWLEDGMENT OF INSPECTION AND ACCEPTANCE

By signing below, Renter confirms that Renter has read this entire Agreement, has inspected the Equipment as described in Section 4, accepts the Equipment in good working order and condition, and agrees to be bound by all terms of this Agreement, including the towing waiver, assumption of risk, and indemnification provisions in Section 6.

OWNER / LESSOR
Print Name: _____
Title: _____
Date: _____

RENTER / LESSEE
Print Name: _____
Title: _____
Date: _____