

# Sunset Horse Stalls

481 Windy Tor Rd, Bird-in-Hand PA 17505

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Name: \_\_\_\_\_ ID/License: \_\_\_\_\_ Cell: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Driver's Name: \_\_\_\_\_ Cell : \_\_\_\_\_ Phone: \_\_\_\_\_

Date and Time: Out \_\_\_\_\_ Due Back \_\_\_\_\_ Date and Time In \_\_\_\_\_

Destination \_\_\_\_\_ How Did You Hear About Us? \_\_\_\_\_

Delivery and Pick up Miles \_\_\_\_\_

Quantity	Items Rented/Sold	# of Days/Months	Rate

**Rental items must be returned clean or Customer may be assessed a cleaning fee not to exceed \$35 per item.**

**Liability Waiver**

I do hereby acknowledge and am fully aware of the potential dangers in the use of rental items and equipment regardless of all safety measures, which may be undertaken by the Rental Agent above. I do hereby accept sole responsibility for any and all damages, injuries or death of other persons or myself, which may result from the use or transportation of the rental equipment while in my possession and/or control.

I do hereby indemnify and hold harmless the Rental Agent above and its employees from all claims, actions, proceedings, including attorney's fees arising from or in connection with the use of the rental equipment while in my possession and/or control. I do hereby agree to conduct myself within the limits of my own ability and further agree to maintain control at all times while using the rental equipment. I will refrain from acting in any manner, while using the rental equipment, which may cause or contribute to the injury of other persons or myself. By signing this rental Agreement and removing the rental equipment from the Rental Agent's premises and/or accepting delivery of the rental equipment, I hereby acknowledge that I have been fully instructed by the Rental Agent of the safety features and proper use of the rental equipment.

I, in consideration of the opportunity to engage in the use or rental of equipment listed above, on behalf of myself, heirs, personal representatives, guardians, successors and assigns, hereby forever agree to release, discharge and undertake not to sue the Rental Agent named above and/or the manufacturer of the equipment and each and all of their related companies, officers, directors and employees. I relinquish my right to any and all claims, demands, causes, action, or liability of any kind whatsoever for injuries, property damages or death, which I may suffer now or in the future have, known or unknown, which are in anyway a result of or arise from my use of rental items or equipment.

This agreement to release, discharge and not to sue extends to any and all claims which I may have, including but not limited to, claims with respect to the design, manufacture, modification, repair or maintenance of the rental items or

equipment which I will be using or renting, or with respect to the conditions, qualifications, instructions, rules or procedures under which the use or rental is conducted, or any other cause.

Subtotal \_\_\_\_\_

Sales tax \_\_\_\_\_

Total Rental \_\_\_\_\_

Sec. Dep. \_\_\_\_\_

Total \_\_\_\_\_

Less Res. Dep. \_\_\_\_\_

Ck # \_\_\_\_\_

Date \_\_\_\_\_

Total Due \_\_\_\_\_

Cash \_\_\_\_\_

Check \_\_\_\_\_

CC Auth \_\_\_\_\_

Return of Security Deposit

Check \_\_\_\_\_

CC \_\_\_\_\_

Thank You!

Signature: x \_\_\_\_\_ Date: \_\_\_\_\_

**TERMS OF RENTAL AGREEMENT**

1. CUSTOMER RESPONSIBILITY. Please read this rental agreement which contains important terms and conditions. Rental items, rental equipment and all included accessories shall be hereafter referred to as "equipment". The customer's insurance agent should be consulted regarding coverage of rental equipment. The customer's insurance is always primary. The customer is responsible for full replacement cost of equipment deemed by Rental Agent to be damaged beyond repair. The customer is solely responsible for the equipment until it has been returned. Customer is responsible for damage, loss or theft of equipment in their possession. Customer agrees to reimburse Rental Agent for lost rental income by reason of equipment downtime caused by customer's misuse, negligence or abuse of equipment or Customer's lack of contact with Sunset Horse Stalls, which did not allow time for repair items to be acquired before the return of rental equipment. The customer is responsible for receiving adequate instruction of operation and capabilities of the equipment and also the inspection of equipment before taking possession.

2. CUSTOMER INSPECTION. Customer acknowledges he has had an opportunity to personally inspect the equipment, finds it suitable for his needs, agrees the equipment is in good condition, and he understands its proper use and manner of operation. Customer further acknowledges his duty to inspect the equipment prior to use, throughout the rental period and to notify Rental Agent of any defects.

3. LOADING AND UNLOADING RENTAL ITEMS AND EQUIPMENT. Customer is responsible for loading and unloading the rental items and equipment. If Rental Agent and/or his employees assist in the loading or unloading of rental items and

equipment, Customer agrees to assume the risks thereof and hold Rental Agent and/or his employees harmless, for any property damages or personal injuries, including damage or injuries attributable to the negligence of the Rental Agent and/or his employees. Rental Agent reserves the right to refuse to load rental items and/or equipment onto trucks and/or trailers which are determined by Rental Agent and/or his employees to be unsafe or inadequate for the weight of the equipment.

4. **USE OF RENTAL ITEMS AND EQUIPMENT.** Customer agrees rental items and equipment shall be used only by persons competent in their operation and further agrees that he is solely responsible for providing competent operators.
5. **PROHIBITED USES.** Use of the equipment in the following circumstances is prohibited, and constitutes a breach of this agreement: (a) Use for an illegal purpose or in an illegal manner; (b) Use when the equipment is in disrepair or unsafe; (c) Improper, unintended use or misuse.
6. **EQUIPMENT MAINTENANCE.** Customer is responsible for prudent care of equipment. Equipment must be returned clean or a cleaning charge will be assessed.
7. **MALFUNCTIONING EQUIPMENT.** If the equipment becomes unsafe or is in disrepair as a result of normal or abnormal use, Customer agrees to discontinue use and contact Rental Agent within ½ hour or no credit or invoice adjustment will be made. Rental Agent will replace the equipment with similar equipment in good working order, if available. Customer agrees to make no adjustments or repairs to the equipment without Rental Agent's permission. Rental Agent is not responsible for any incidental or consequential damages caused by delays or otherwise.
8. **EQUINE INJURY.** Customer has had opportunity to inspect the equipment and considers it to be designed, manufactured and repaired in such a manner as to be safe with respect to the nature of the horses contained therein or in proximity to the equipment.
9. **PUBLIC LIABILITY.** If the rental equipment is used on a farm, ranch, riding facility, or any type of facility which permits access to the general public, Customer agrees the equipment is covered under his own liability waiver signed by his clients and further agrees to do everything in his power to protect Sunset Horse Stalls from a lawsuit including supplying an attorney free of charge to defend Sunset Horse Stalls.
10. **WARRANTIES, THERE ARE NO WARRANTIES OF FITNESS, EITHER EXPRESS OR IMPLIED.** There is no warranty the rental items or equipment is suited for Customer's intended use, or free of defect(s). Even though we make every effort to maintain our equipment, we cannot guarantee it's performance, therefore we are not responsible for any incidental or consequential damages, missed appointments or any type of delay.
11. **SUBLEASES AND LOANS OF EQUIPMENT.** Customer may not sublease or loan the equipment without Rental Agent's written permission.
12. **ACCIDENT NOTIFICATION,** Customer agrees to immediately notify Rental Agent in the event of any accident involving any rental item(s) and/or equipment.
13. **VANDALISM AND/OR THEFT OF RENTAL ITEMS AND EQUIPMENT.** If property is vandalized or stolen, customer must present a police report to Rental Agent and agrees to pay 50% of repair and/or replacement cost of item and/or equipment not to exceed \$20,000.00. If customer fails to present a police report, customer assumes full responsibility for repair and/or replacement cost of vandalized or stolen rental items and equipment. Customer will be charged and be responsible for the payment of regular rental fees until such time as the repair or replacement of the rental items and/or equipment has been completed. Customer agrees to reimburse Rental Agent for lost rental income by reason of equipment downtime caused by unreported vandalism or theft of rental items and/or equipment.
14. **EQUIPMENT INSPECTION AND REPOSSESSION.** Customer shall, whenever requested, advise Rental Agent of the exact location of the equipment. Rental Agent or its representatives may, for the purpose of inspection, at all reasonable times, enter upon any job, building or place where the equipment is located and may remove the same without notice to the customer. If the equipment is, in the opinion of the Rental Agent, being used beyond its capacity or in any manner improperly cared for, abused, or in breach of this agreement, Rental Agent may terminate this agreement and take

possession of and remove the rental items and equipment from wherever they are. Rental Agent and/or his employees shall not be liable for any claims of property damage or trespass arising from the removal of the rental items and equipment. Customer agrees to reimburse Rental Agent's cost of repossession.

15. COLLECTION COSTS. Customer agrees to pay all reasonable collection costs, attorney fees, court fees and other expenses involved in the collection of charges or enforcement of Rental Agent's rights under this agreement.

16. CANCELLATION TERMS. As follows: If you cancel your reserved horse barn stalls within 45 days of pick up or delivery date there is no cancellation penalty. If you cancel your reserved stalls within 30 to 44 days of pick up or deliver date there is a 50% cancellation penalty. If you cancel your reserved stalls within 21 days or less days of pick up or deliver date there is a 100% cancellation penalty. Renter is responsible for all repair or replacement costs.

17. Rental Agent reserves the right to enforce the terms and conditions of this agreement. Furthermore Rental Agent reserves the right to make amendments to this document without verbal or written notice to its customers. Any implied right presented by customer will be considered null and void. Any mistakes, contradictions, misspelled words or any other errors found in this agreement will not render any portion of this agreement invalid.