



Equipment Rental Agreement

This Equipment Rental Agreement ("Agreement") is entered into on **Monday, March 10, 2025** by and between:

Sherman Rental LLC ("Lessor"), located in **Baker City, Oregon 978174** and **[Lessee's Name]** ("Lessee"), residing at **[Lessee's Address]**.

Together, the Lessor and Lessee are referred to as the "Parties."

1. Equipment Details

The Lessor hereby rents to the Lessee the following equipment ("Equipment"):

- Equipment Name: **[Description of Equipment]**
- Model/Serial Number: **[Model/Serial Number]**
- Condition: **[Condition of Equipment, e.g., "Good"]**
- Odometer Reading: **[Odometer Reading]**
- Year: **[Year]**
- Make: **[Make]**
- ID/Serial Number: **[ID/Serial #]**
- License Number: **[License #]**
- State: **[State]**

2. Rental Term

The rental period begins on **[Start Date]** and ends on **[End Date]**, unless extended or terminated earlier as provided in this Agreement. Lease Term automatically renews month-to-month until terminated with 30 days written notice. Equipment rented from Sherman Rental LLC is used at the Lessee's sole risk. Lessee agrees to use the equipment in careful and prudent manner and return the equipment in the same condition as received. If the Lessee misuses any equipment, causes damage due to negligence, the Lessee may be ineligible to rent equipment in the future.

3. Rental Payment

The Lessee agrees to pay a rental rate of **[\$[Amount]** per **[Hour/Day/Week/Month]**, with payment due at the time of rental or as specified in an invoice provided by the Lessor. Late payments may incur a fee of **[Percentage or Flat Fee, e.g., 5% per day]**. Any transportation performed under this lease must be compensated within 90 days. Payments for all rental charges are non-refundable unless explicitly stated otherwise in this Agreement.

4. Security Deposit

The Lessee shall provide a refundable security deposit of **[\$[Amount]** before taking possession of the Equipment. This deposit may be used by the Lessor to cover any unpaid fees, damage, or loss, as allowed by applicable laws.

5. Condition of Equipment

The Equipment is rented "as is," and the Lessee acknowledges that they have inspected the Equipment and found it suitable for their intended use. Written instructions for equipment use are available upon request, and failure to follow these instructions may result in liability for damages. The Lessee agrees to return the Equipment in the same condition as it was rented, excluding reasonable wear and tear.

6. Use of Equipment

The Lessee agrees to use the Equipment only for its intended purpose and in accordance with all manufacturer instructions and safety guidelines. The Equipment must be used in compliance with Oregon state laws, including for transporting household goods or passengers in regular route full-service scheduled operations if applicable. Additionally, the Equipment must be externally identified with the Lessee's name as required by OAR 740-100-0010. A copy of this Agreement shall be carried in the Equipment at all times. Use of the Equipment may be restricted to specific geographic locations, as stated in the Agreement.

7. Maintenance and Repairs

The Lessee is responsible for routine maintenance, such as checking fluids, during the rental term. Any damage or malfunction must be reported to the Lessor immediately, and no repairs may be undertaken without written approval. All costs associated with maintenance or repair, except those resulting from normal wear and tear, are the Lessee's responsibility unless otherwise agreed upon.

8. Loss or Damage

The Lessee assumes full liability for any loss, theft, or damage to the Equipment during the rental term. The Lessee is required to maintain general liability insurance with a minimum coverage of \$1,000,000 and property insurance covering the Equipment's full replacement value. Proof of insurance must be provided before possession. If damage or loss occurs, the Lessee is responsible for repair or replacement costs, as determined by the Lessor.

9. Taxes and Fees

The Lessee is responsible for all applicable taxes, fees, and penalties incurred during the rental period, including but not limited to highway use taxes in Oregon. These costs will not be reimbursed by the Lessor.

10. Cancellations

Reservations can be made up to two weeks in advance with full payment. Cancellations must be made at least three business days before the rental date to receive a full refund. Refunds will not be provided for cancellations made within three business days of the rental date.

11. Indemnification

The Lessee agrees to indemnify and hold **Sherman Rental LLC** ("Lessor") harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorney's fees, arising out of, connected with, or resulting from the Equipment or this Agreement. This includes, without limitation, claims arising from the manufacture, selection, delivery, leasing, renting, control, possession, use, operation, maintenance, or return of the Equipment. The Lessee further agrees to indemnify and hold **Sherman Rental LLC** harmless from all loss and damage

to the Equipment during the rental period. This indemnity explicitly includes, but is not limited to, any and all liability for injury, disability, or death of the Lessee or other persons caused by the operation, use, control, handling, or transportation of the Equipment during the rental period.

12. Termination

The Lessor may terminate this Agreement and repossess the Equipment immediately if the Lessee:

- Fails to pay any amount when due.
- Violates any term of this Agreement.
- Uses the Equipment in a manner inconsistent with its intended purpose.

13. Return of Equipment

The Equipment must be returned by the specified time and date to the Lessor’s business address. Late returns will incur additional rental fees. A late return fee of \$250 per day applies unless an extension is approved in writing. Upon return, the Equipment will be inspected, and any damages or deficiencies will be documented.

14. Governing Law

This Agreement shall be governed by the laws of the State of Oregon.

15. Additional Terms

- **Force Majeure:** Neither Party shall be held liable for delays or non-performance due to circumstances beyond their reasonable control.
- **Exclusive Responsibility:** The Lessee shall have sole possession, responsibility, and control of the Equipment during the lease term, except for non-commercial personal use by the Lessor with the Lessee’s permission.
- **Disclaimer of Warranty:** The Lessee acknowledges Sherman Rental LLC. makes no expressed or implied warranty as to any matter whatsoever, including without limitation, the condition of the equipment or its fitness for a particular purpose.

16. Delivery and Pickup

fees. The Lessee is responsible for ensuring the site is accessible and safe for delivery or pickup. The Lessee must be present at the agreed time to verify the Equipment’s condition and complete necessary documentation. If absent, the Lessor’s assessment of the Equipment’s condition shall be final.

Executed this **Monday, March 10, 2025**

Lessor:

Name: Sherman Rental LLC
Address: 41280 HWY 30
City, State, ZIP: , Baker City, Oregon 97814
Telephone: (541) 519-6213

Name: _____
Address: _____
City, State, ZIP: _____
Telephone: _____

X _____
Sherman Rental

X _____
Responsible Person Leasing Equipment
Title

Lessee:

Lessee signature above affirmed the responsible party signature possesses the knowledge, maturity, and physical capability to properly operate the equipment, no other persons will be running or operating the equipment, and that I understand the risks of renting and operating this equipment. By signing, I [responsible party], acknowledge I understand how to safely operate the equipment and agree to all the terms and conditions of this agreement.

DAMAGE WAIVER AGREEMENT

Sherman Rental LLC

This Damage Waiver ("Waiver") is an optional protection plan offered by Sherman Rental LLC ("Lessor") to the Renter ("Lessee") for rented equipment. By accepting this Waiver, Lessee agrees to the following terms:

1. COVERAGE

The Damage Waiver limits Lessee's financial responsibility for repair or replacement costs of rented equipment due to **accidental** damage occurring during the rental period, subject to the exclusions and conditions stated below.

2. COST

The Damage Waiver fee is **10% of the rental rate**, whichever is greater. This fee is **non-refundable** and does not reduce the rental cost.

3. COVERED DAMAGES

The Damage Waiver applies to:

- Accidental damage caused by normal use.
- Minor scratches, dents, or cosmetic wear.
- Mechanical failure not caused by misuse, negligence, or abuse.

4. EXCLUSIONS (NOT COVERED)

The Damage Waiver **does not** cover:

- **Loss or Theft** – Renter is fully responsible for lost or stolen equipment.
- **Intentional Damage or Misuse** – Any damage resulting from improper use, negligence, vandalism, or unauthorized modifications.
- **Failure to Secure Equipment** – Damage due to improper transport, storage, or exposure to extreme weather.
- **Tire Damage** – Flat or blown tires are the renter's responsibility.
- **Failure to Return Equipment** – If the equipment is not returned, the renter is liable for full replacement costs.

5. CLAIM PROCESS

In case of damage:

1. Notify Sherman Rental LLC **immediately** upon discovering the damage.
2. Return the damaged equipment to Sherman Rental LLC for evaluation.
3. If covered under this Waiver, repair costs will be waived.
4. If **not covered**, Lessee will be responsible for all repair or replacement costs.

6. DECLINING THE DAMAGE WAIVER

The Damage Waiver is optional. If declined, the Lessee assumes full financial responsibility for any damage, theft, or loss of the rented equipment.

7. AGREEMENT

By signing below, the Lessee agrees to the terms and conditions of this Damage Waiver.

Renter's Name: _____

Rental Agreement Number: _____

Date: _____

Signature: _____