

Property Rental Agreement

These terms and conditions form the rental agreement ("Rental Agreement") between you, the undersigned Customer, and Jefferson Rentals, LLC, and apply to all property rented by Customer from Jefferson Rentals, LLC.

1. Customer acknowledges receipt of the rented property described above and all accessories thereto. The parties agree that the property was inspected by Jefferson Rentals, LLC and personally examined by Customer at the time of delivery and acceptance by Customer. Additionally, the parties agree that the rented property is in good and serviceable condition.
2. Title to the rented property is, and at all times will remain, in Jefferson Rentals, LLC. Customer will not permit the rented property to be used by any other person without the express consent of Jefferson Rentals, LLC.
3. Customer will use the rented property in a careful and proper manner and will comply with all laws, ordinances and regulations which relate to the possession, use or maintenance of the rented property.
4. Jefferson Rentals, LLC, not being the manufacturer of the rented property, nor the manufacturer's agent, makes no warranty or representation, either expressed or implied, as to the fitness, design or condition of, or as to the quality or capacity of the material, equipment or workmanship in the rented property.
5. Customer agrees that in the event any of the rented property becomes unsafe or in a state of disrepair, Customer will immediately discontinue use and properly return it to Jefferson Rentals, LLC. Upon receiving rented property, if its condition is not the fault of the Customer, Jefferson Rentals, LLC agrees to replace rented property with property of like kind and in good working condition, within a radius of five (5) miles of this store.
6. Upon expiration of the rental period, Customer will promptly return the rented property and all accessories thereto, to Jefferson Rentals, LLC at Jefferson Rentals, LLC's place of business, in the same condition in which rented property was received, and in clean, working condition, ordinary wear and tear excepted. Jefferson Rentals, LLC reserves the right to apply cleaning fees as Jefferson Rentals, LLC determines necessary.
7. All equipment lost or damaged beyond repair will be paid for by Customer at the regular replacement price and all damaged equipment which may be repaired will be repaired by Jefferson Rentals, LLC on return thereof and the cost for such repairs will be paid by Customer. In the event that Jefferson Rentals, LLC must resort to litigation to recover for damages caused to or loss of rented property, Customer also agrees to pay Jefferson Rentals, LLC's reasonable attorney's fees and Court costs.
8. Jefferson Rentals, LLC will not be liable to Customer for any loss, delay or damage of any kind resulting from defects in or inefficiency of rented property or accidental breakage.
9. Customer agrees that use of the rented property will be entirely at his/her own risk and that Customer will indemnify and hold harmless Jefferson Rentals, LLC against all loss, damage, expense and penalty arising from any action on account of any injury to person or property occasioned by the operation handling or transportation of the rented property during the rental period or while the rented property is in the possession or control of Customer.
10. Customer will not retain the rented property beyond its return date without prior notice to and the consent of Jefferson Rentals, LLC. Customer will pay rental price in advance or immediately upon the return of rented property. Customer agrees to pay all collection charges, including a reasonable attorney's fee, if the rental is not paid when due. Jefferson Rentals, LLC, at its discretion, may report the rented property stolen if held two (2) days beyond return date.
11. Scheduled rental rates begin when rented property leaves Jefferson Rentals, LLC and continues until returned thereto.
12. Customer waives and releases Jefferson Rentals, LLC from all claims for injuries or damages to Customer arising out of the use of the rented property by Customer.