

# EQUIPMENT RENTAL AGREEMENT

*Individual / Homeowner Rental — Standard Terms*

## 1. Parties

This Agreement is made between BPL Consulting, LLC, doing business as Groundworks Equipment Rentals (“Lessor”), and the individual named below (“Renter”), for the rental of the equipment described in this Agreement.

**Renter Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone / Email:** \_\_\_\_\_

**Driver's License #:** \_\_\_\_\_

## 2. Equipment & Rental Rates

Renter is renting the following equipment, subject to availability and the rates below:

| Item                                | Day   | Week    | Month   |
|-------------------------------------|-------|---------|---------|
| Cat 249D3 Compact Track Loader      | \$375 | \$1,300 | \$2,800 |
| Grapple Attachment                  | \$150 | \$400   | \$900   |
| Pallet Forks                        | \$75  | \$200   | N/A     |
| Equipment Trailer (14,000 lb rated) | \$125 | \$450   | N/A     |

**Equipment Rented (circle/list):** \_\_\_\_\_

**Rental Start Date / Time:** \_\_\_\_\_

**Rental End Date / Time:** \_\_\_\_\_

**Base Rental Charge:** \_\_\_\_\_

## 3. Loss Damage Waiver (LDW) — MANDATORY

*The Loss Damage Waiver is required for all individual/homeowner rentals and is included in the total charge below. This is NOT insurance — it is a contractual limitation of Renter's liability for certain accidental damage, described fully in Section 4.*

**LDW Fee (12% of base charge):** \_\_\_\_\_

**Total Charge (Base + LDW):** \_\_\_\_\_

**Refundable Security Deposit:** \_\_\_\_\_

## 4. LDW Coverage Terms

With the LDW fee paid, Renter's out-of-pocket liability for covered damage is capped at \$500 per incident (or actual repair cost, whichever is lower), for:

- Accidental operating damage during normal, intended use (hydraulic lines, minor dents/scrapes, glass)
- Weather-related damage while the equipment was properly secured on site
- Mechanical breakdown not caused by misuse

The LDW does NOT cover the following, for which Renter remains fully and personally liable without any cap:

- Theft or non-return of the equipment (“conversion”)
- Damage from operating outside the manufacturer's manual (overloading, unauthorized attachments)
- Damage caused by any operator not named on this Agreement

- Damage occurring while the operator is under the influence of alcohol or drugs
- Normal wear items — tires, tracks, and undercarriage damage from off-terrain misuse
- Damage from improper tie-down, securing, or towing during Renter-arranged transport
- Intentional or grossly negligent damage
- Theft resulting from the equipment being left unlocked, unsecured, or with keys accessible at an unattended site

## 5. Transport & Pickup/Delivery

Check one:

- ☐ Renter Pickup — Renter is solely responsible for verifying adequate towing capacity (Class IV or V hitch, or as required by equipment weight), proper trailer brakes, and appropriate tie-down chains/binders before transport. Renter assumes full liability for damage or highway incidents resulting from improper securing, regardless of LDW status.
- ☐ Lessor Delivery — Lessor will deliver and pick up the equipment at the address above. Lessor will document the delivery location with photographs at drop-off to confirm the equipment was delivered in good working order.

## 6. Pre- and Post-Rental Inspection

Before the equipment leaves Lessor's possession, Lessor will take timestamped photographs of all four sides, tracks, and fluid/hour-meter levels. Renter agrees to review and acknowledge the condition report before taking possession, and the same inspection will be repeated at return. Any new damage identified at return will be assessed against this report.

**Odometer/Hour Meter at Start:** \_\_\_\_\_

**Odometer/Hour Meter at Return:** \_\_\_\_\_

## 7. Authorized Operator

Only the Renter named above, or an operator explicitly named and initialed below, may operate the equipment. Use by any other person voids the LDW for resulting damage.

**Additional Authorized Operator (if any):** \_\_\_\_\_

## 8. Governing Law

This Agreement is governed by the laws of the State of Wisconsin. This Agreement does not constitute insurance. Renter acknowledges reading and understanding the LDW terms above and had the opportunity to ask questions before signing.

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## Signatures

**Renter Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Lessor Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_