

---

**1. Rental Property:** This Agreement covers the rental of the following equipment/items (hereinafter referred to as "rental property"):

- [Item 1 Description, including model, serial number, and any accessories]
- [Item 2 Description, including model, serial number, and any accessories]
- [Item 3 Description, including model, serial number, and any accessories] (Any incidental retail merchandise clearly marked as "Sale items" on the face of this contract are excluded from the rental terms and title passes upon sale.)

---

**2. Rental Term:** The rental period will commence on \_\_\_ day of \_\_\_\_\_, **20**, at [Time], and will terminate on \_\_\_ day of \_\_\_\_\_, **20**, at [Time]. The Lessee's right to possession of the rental property terminates at the expiration of this rental period. Possession after the agreed-upon return time constitutes a material breach of this contract. Time is of the essence in this contract. Any extension must be mutually agreed upon in writing and executed by both parties.

---

**3. Rental Fee:** The total rental fee for the rental property for the above rental term is \$\_\_\_\_\_. This fee is due in full on or before the first day of the rental period. Payment methods accepted include [cash, credit card, bank transfer].

---

**4. Security Deposit:** A security deposit of \$\_\_\_\_\_ is required at the time of rental. This amount will be returned to the Lessee upon the satisfactory return and inspection of the rental property in its original condition, less any deductions for damages, cleaning fees, late return fees, or any other outstanding charges as outlined in this Agreement.

---

**5. Inspection:** Lessee acknowledges that they have had an opportunity to personally inspect the rental property, find it suitable for their needs, and in good condition. Lessee further acknowledges their duty to inspect the rental property prior to use and notify Lessor of any defects immediately.

---

**6. Replacement of Malfunctioning Equipment:** If the rental property becomes unsafe or in disrepair as a result of normal use, Lessee agrees to discontinue use immediately and notify Lessor. Lessor will endeavor to replace the equipment with similar equipment in good working order, if available. Lessor is not responsible for any incidental or consequential damages caused by delays or otherwise.

---

**7. Warranties: THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS, EITHER EXPRESS OR IMPLIED.** There is no warranty that the equipment is suited for Lessee's intended use, or that it is free from defects.

---

**8. Hold Harmless Agreement:** Lessee agrees to assume the risks of, and hold Lessor harmless for, property damage and personal injuries caused by the rental property and/or arising out of Lessor's negligence.

---

**9. Use of Goods:** Lessee agrees that the rental property shall be used only by persons competent in their operation and further agrees that Lessee is solely responsible for providing competent operators.

---

**10. Prohibited Uses:** Use of the rental property in the following circumstances is prohibited, and constitutes a breach of this contract: a.) Use for any illegal purpose or in an illegal manner. b.) Use when the equipment is in bad repair or is unsafe. c.) Improper, unintended use, or misuse. d.) Use by anyone other than Lessee, Lessee's employees, or persons residing in Lessee's household, without Lessor's express written permission. e.) Use at any location other than the address furnished to Lessor without Lessor's express written permission.

---

**11. Assignments, Subleases, and Loans of Equipment:** Lessor may assign its rights under this contract without Lessee's consent, but will remain bound by all obligations herein. Lessee may not sublease or loan this rental property without Lessor's express written permission. Any purported assignment by Lessee is invalid.

---

**12. Rental Charges:** Lessee is responsible for all rental charges for the rental property from the time the rental property is taken until its return, regardless of the time used, including Saturdays, Sundays, and holidays. Charges continue until the rental property is returned and the return is verified by validation of a copy of this contract. No less than the minimum will be charged if the rental property leaves Lessor's premises.

---

**13. Late Return:** Lessee agrees to return the rental property during Lessor's regular store hours upon termination of the rental period. If not timely returned, Lessee shall pay an additional charge of 1/5 of the daily rate for each hour the rental property is late, occurring between the time of return and the commencement of Lessor's next business day.

---

**14. Failure to Return Goods During Business Hours:** In the event the rental property is not returned during Lessor's regular business hours, Lessee agrees to pay for any damage to or losses of the goods occurring between the time of return and the commencement of Lessor's next business day.

---

**15. Time of Payment:** Rentals are payable in advance, except for charges to approved accounts. Any rental period extensions are also payable in advance. Charges for late return, as described in paragraph 13, are payable immediately upon return. Charges to approved accounts are payable within ten (10) days from invoice date.

---

**16. Returned Check:** Lessee agrees that should any check be dishonored or returned for any reason, Lessee's account may be debited for the original check amount plus a service fee of \$25.00.

---

**17. Dirty, Damaged, Lost, or Stolen Equipment:** Lessee agrees to pay for any damage to or loss of the rental property, as an insurer, regardless of cause, except reasonable wear and tear, while the rental property is out of the possession of the Lessor. Lessee also agrees to pay a reasonable cleaning charge for equipment requiring cleaning upon return. Accrued rental charged cannot be applied against the purchase or cost of repair of damaged, lost, or stolen goods. Equipment lost, stolen, or damaged beyond repair will be paid for by Lessee at the new replacement cost, and Lessee shall also be responsible for the ordinary rental fees due until such payment. Repair costs will be borne by Lessee, whether performed by Lessor or, at Dealer's option, by others.

---

**18. Tire Repair or Replacement:** Lessee acknowledges that repair and replacement of tires are not included in the rental rate and agrees to pay for the repair or replacement of any tires returned to the Lessor in a damaged condition, regardless of the cause of the damage, reasonable wear and tear excepted. Lessee is responsible for flat tires.

---

**19. Title:** This Agreement is not a contract of sale, except for incidental retail merchandise clearly marked as "Sale items" on the face of this contract. Title to all items not specifically marked as "Sale items" is and shall remain in Lessor.

---

**20. Collection Costs:** Lessee agrees to pay all reasonable collection, attorney's and court fees and other expenses involved in the collection of the charges or enforcement of Lessor's rights under this contract.

---

**21. Repossession:** Upon a failure to pay rent or other breach of this contract, Lessor may terminate this contract and take possession of and remove the rental property from wherever it may be, and Lessor and its agents shall not be liable for any claims for damage or trespass arising out of the removal of the rental property.

---

**22. Theft Warning & Colorado Revised Statutes Reference:** Lessee is hereby informed and understands that, pursuant to **Colorado Revised Statutes (C.R.S.) § 18-4-402 (Theft of Rental Property)**, a person commits theft of rental property if he or she knowingly obtains possession of personal property of another by means of a rental or lease agreement with the intent to defraud the owner of the property. Evidence that the person failed to return the property within seventy-two (72) hours after the date and time specified for return in the rental agreement, or that the person failed to return the property within seventy-two (72) hours after a demand for its return is made by the owner by certified mail, return receipt requested, to the person's last-known address, shall be prima facie evidence of intent to defraud.

Theft of rental property is classified as follows based on the value of the property:

- A Class 2 Misdemeanor if the value is less than \$300.
  - A Class 1 Misdemeanor if the value is \$300 or more but less than \$2,000.
  - A Class 6 Felony if the value is \$2,000 or more but less than \$5,000.
  - A Class 5 Felony if the value is \$5,000 or more but less than \$20,000.
  - A Class 4 Felony if the value is \$20,000 or more but less than \$100,000.
  - A Class 3 Felony if the value is \$100,000 or more but less than \$1,000,000.
  - A Class 2 Felony if the value is \$1,000,000 or more.
- 

**23. Loading and Unloading Goods:** Lessee is responsible for loading and unloading the rental property. If Lessor's employees assist in loading or unloading the rental property, Lessee agrees to assume the risk of, and hold Lessor harmless for, any property or personal injuries, including damage or injuries attributable to the negligence of the Lessor or its employees.

---

**24. Disclaimer of Agency:** Lessee acknowledges that Lessee is not the agent of Lessor for any purpose.

---

**25. Disclaimer of Manufacture:** Lessee agrees that Lessor is neither the manufacturer of the rental property nor the agent of the manufacturer.

---

**26. Severability:** The provisions of this agreement shall be severable so that the invalidity, unenforceability or waiver of any other provisions shall not affect the remaining provisions.

---

**27. Indemnity:** Lessee agrees to indemnify and reimburse Lessor for all liabilities to Lessee, Lessee's agents or third parties, arising out of the use of the rental property or a breach of this contract by Lessee, including those arising from Lessor's negligence.

---

**28. Damage Waiver (Optional):** If Lessee pays the Damage Waiver Charge (DWC) as specified, subject to the limitations and exclusions below, A & J Time Rentals agrees to modify the terms of this contract and relieve Lessee of liability for accidental damage to the rented item(s) on this contract, and for loss due to fire, collision, windstorm, upset, riot and burglary (provided there is evidence of forced entry). This waiver specifically excludes, however, any loss or damage due to theft (other than by burglary), misuse or abuse, theft by conversion, intentional damage, mysterious disappearance or other loss due to Lessee's failure to care for the rented item(s) as a prudent person would their own property, such as proper lubrication. If any such loss tends to indicate a crime may have been committed, a further condition of this waiver is that Lessee must file a report to the proper law enforcement authorities and furnish Lessor with a copy. If Lessee has insurance covering such loss or damage, Lessee shall exercise all rights available to him under said insurance, take all action necessary to process said claim, and Lessee further agrees to assign said claim and pay any and all proceeds from such insurance to Lessor. Upon request of Lessor, Lessee shall furnish the name of their insurance agent, insurance company, and complete information concerning insurance coverage carried. Lessee's waiver of claims against Lessor as herein set forth is contingent upon Lessee's prompt making of and submission to Lessor of a copy of the police report. **Damage Waiver Charge (DWC):** \$\_\_\_\_\_ (If applicable)

---

**29. Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the **State of Colorado**.

---

**30. Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral.

---

**IN WITNESS WHEREOF,** the parties hereto have executed this Rental Agreement as of the day and year first above written.

**Lessor Signature:** \_\_\_\_\_ **Name:** [Name of Lessor Representative] **Title:** [Title of Lessor Representative] **Date:** \_\_\_\_\_

**Lessee Signature:** \_\_\_\_\_ **Name:** [Lessee Name - Print] **Date:** \_\_\_\_\_

---

**Lessee Acknowledges Receipt of Rental Property and Agreement:**

By signing below, Lessee acknowledges receipt of the rental property described herein in good condition, and has read, understood, and agrees to all terms and conditions of this Rental Agreement.

---

Lessee Initials

