

MASTER QUALITY CARTS

218 S. Limit

Colorado Springs, CO 80905

719-448-0742 Email: angie@masterqualitycarts.com

Equipment Rental Agreement

ALL RENTALS ARE PREPAY

Customer Name: _____

Deliver to: _____

Street _____

City _____ State _____ Zip _____

Phone# _____

Fax# _____

Attn: _____

This agreement made and entered into this _____ day of _____ 20____ between Master Quality Carts Renter (Hereinafter designated as MQC and _____ (Hereinafter designated al Customer) is for the rental of equipment for the Calendar year 2019. MQC agrees to rent to customer the following equipment:

Qty	Type	Days	Start	End	\$ Ea	
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

Delivery date _____ Time _____ Freight _____
 Pick-up date _____ Time _____ Sub Total _____
 Comments: _____ Sales Tax _____

Total Due _____

- 1)The customer represents that **only licensed drivers** will operate equipment and that the vehicle will be used in a safe and prudent manner in accordance with all instructions on equipment. **Passenger carts will not be used as utility vehicles, or exceed the passenger limits.** (6-4-2 person)
- 2)Customer agrees to carefully use said equipment, and returns the equipment in the same condition as when Customer received it. **In the event that the equipment is damaged or in disrepair upon return regardless of fault, customer agrees to reimburse MQC for any and all necessary repairs, fees including replacement of equipment. Equipment Value may be up to \$12,000.00 ea.** Customer agrees not to sell or attempt to sell, remove or attempt to remove the same or any part thereof, for the place of business listed above without the written consent of MQC.
- 3)**Customer agrees not to tamper with any part of the throttle assembly, linkage or governor. Any Tampering with the engine (governor) of any kind will result in a fine of \$125 or cost of the repair whichever is greater. Customer agrees not to place any type of stickers or advertising on said equipment other than on the information holder provided, that may damage or leave any glue residue on the body material or any other part of the equipment and to return equipment in reasonably clean condition, free of trash. A charge for each item may be added to the rental bill for damage. The prevailing labor rate of \$100.00 per hour plus parts will be charged to cover the expense of readjusting linkages, removal of trash, stickers or glue and the pressure washing of excessive dirt, mud or other debris.**
- 4)It is expressly understood that the title to the equipment shall be and remain in MQC free and clear of all claims of the Customer or others.
- 5)Customer agrees that it shall not pledge, or part with possession of the equipment, or mortgage it, or suffer any claims or encumbrances to be made thereon. It is further agreed that this rental agreement may not be assigned except with the consent of MQC first being obtained in writing.
- 6)MQC reserves the right to inspect the equipment at any time during the contract.
- 7)MQC and its employees retain the right to take possession of any equipment at any time for default in payment or upon the breach of any of the conditions in this contract. Customer on demand by MQC shall return the equipment in as good condition as when received by customer. And should customer fail or refuse so deliver equipment. Customer hereby authorizes MQC to enter any premises in which the equipment may be found with or without force of process of law, forthwith taken possession of equipment.
- 8)Customer agrees to indemnify and hold MQC and employees and assignees harmless from any and all losses, damage, injuries, claims, demands and expenses by (including but not limited to attorneys fees, court costs and any claim made under strict liability) arising out of use or operation of the equipment by Customer from and after delivery of the equipment. In the event customer is a party to proceedings subject to this paragraph, at the option of MQC, Customer shall receive such counsel and other third parties as are reasonably necessary and acceptable to defend such action. The provisions of this paragraph shall not apply to claims resulting from the willful negligence of MQC in maintaining and/or repairing equipment during the term of this agreement.
- 9)Customer tenders to MQC a security deposit in the amount of \$500.00 per vehicle by credit card # _____ Exp. Date _____ to insure the full performance by customer of the terms of this agreement. MQC may apply or retain any or all of the deposit to compensate it for any damages it suffers as a result of customer's breach of any provision of this agreement. In the event customer fully complies with the terms of this agreement, the security deposit will be refunded upon timely return of the equipment. **This provision does not limit customer's liability to the amount of the deposit and customer agrees to reimburse MQC for any expenditure over and above the security deposit which occurs as a result of the breach of any part of this agreement.**

_____ **NO TAPE/STICKERS** _____ **Lost Keys \$5 ea.** _____ **RESPONSIBLE for ANY DAMAGE**

Accepted By: _____ Title _____ Date _____

