



**GULF SOUTH HYDRAULICS (GSH)
EQUIPMENT RENTAL AGREEMENT
TERMS & CONDITIONS v 1/2024**

CUSTOMER IS BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT AS FOLLOWS:

TERMS

- A monthly rental term consists of a twenty-eight (28) consecutive day period. A weekly rental term consists of a five (5) consecutive day period. Daily Rental is minimum two (2) Days.
- The rental term is specified at the time of order placement and commences upon shipment of the equipment to Customer, and shall continue until the equipment is received back at Gulf South Hydraulics (GSH) unless renter takes advantage of the Early Bird Off- Rent Option (see below for "Early Bird Off- Rent").
- For equipment picked up by the renter, the rental term will commence the day that the equipment is picked up and shall continue until the equipment is received back at GSH, unless renter takes advantage of the Early Bird Off-Rent Option.
- Extensions of the specified term are automatic until equipment received back at GSH, unless renter takes advantage of the Early Bird Off-Rent Option.
- Rental term applies as stated above whether or not such period is covered under the Renter's Purchase Order.

INSPECTION

- Renter acknowledges and accepts that the equipment being rented is USED and is rented strictly on an AS IS basis.
- Unless renter notifies GSH within three (3) business days of receipt, in writing, it is presumed that the equipment was received in good working condition along with receipt of the accessories and shipping crate, if applicable, in good working condition.
- Renter agrees that the equipment, along with its accessories, shall be returned in the same working condition as they were received. Failure to return any of the above will result in charges for the replacement cost to be determined by GSH.

LIABILITY & INDEMNITY

- The renter is responsible for damage to Equipment caused by improper use of equipment. Charges for equipment damage will be the responsibility of the customer at fair market value as determined by GSH. Users have been instructed on the Safety and Operation of equipment.
- Renter is liable for our equipment, accessories and shipping crate, if applicable, from time it leaves our facility until the time they are returned to us and we sign for them.
- Indemnity. Renter ("you") agree to defend, indemnify, and hold Gulf South Hydraulics, our agents, employees, and assignees, ("us" or "we") harmless from and against any and all claims, actions, causes of action, demands, rights, damages of any kind, costs, loss of profit, expenses and compensation whatsoever including court costs and attorneys' fees ("claims"), in any way arising from, or in connection with the equipment rented under this agreement ("Equipment"), including, without limitation, as a result of its use, maintenance, or possession, irrespective of the cause of the claim, except in the case of our sole negligence or willful act, from the time the equipment leaves our place of business when you rent it until the equipment is returned to us during normal business hours and we sign a written receipt for it.
- In the event that the Equipment, accessories and shipping crate, if applicable, is lost, damaged or stolen, the renter understands that they are required to repair or replace at his expense the full fair market price as determined by GSH.
- The renter shall provide any insurance coverage for the rented equipment, unless otherwise agreed upon in writing.
- The renter is responsible for notifying GSH of any hazardous materials that the equipment may have come in contact with and they are required to supply any necessary MSDS for those hazardous materials.

RETURNS & EARLY BIRD OFF-RENT

- The renter will be responsible for contacting GSH before return shipment / delivery is made to Gulf South Hydraulics.
- Renter may contact GSH to Off-Rent the equipment once it is ready for return.
- Once this option is applied, the renter shall return the equipment to GSH within five (5) days.
- Failure to return the equipment in the allotted time will result in accrual of rental charges until the equipment is received at GSH facility.
- "Early Bird Off-Rent" Option: Contact Gulf South Hydraulics (GSH) via email to office@gulfsouthhydraulicwrench.com and let us know that you are returning your equipment. We will stop your rental at that time and give you five (5) days to return the equipment. The Early Bird Off-Rent Option is subject to the type of the equipment being rented and is not applicable to any equipment that is acquired through another rental company nor any item rented on a daily rental period.

MAINTENANCE

- GSH shall provide all equipment to the renter in good working condition with current calibration certification.
- GSH shall provide all calibration during the rental term.
- The renter will be responsible for contacting GSH before any remedial action is taken on equipment.
- Routine maintenance shall be the responsibility of GSH upon inspection of the equipment before it leaves the facility. It is the renter's responsibility to properly keep equipment clean and free of possible contamination until return of the equipment.