

Rental Contract Agreement

JP Electric | Jeta Group Inc. | jpelectriclifts.com

This Rental Contract Agreement ("Agreement") is made and entered into as of the date of execution set forth below, by and between **Jeta Group Inc. DBA JP Electric (JPE)** (hereinafter referred to as "JPE," "Lessor," "we," "us," or "our"), a duly registered and authorized entity engaged in the business of providing rental equipment and services, and **[Lessee's Name]**, (hereinafter referred to as "Lessee," "you," or "your"), whose principal place of residence or business is located at **[Lessee's Address]**.

This Agreement outlines the legally binding terms and conditions governing the rental of equipment and/or items from JPE to Lessee. By signing this Agreement, Lessee acknowledges, understands, and agrees to be bound by all terms contained herein.

1. Rental Terms and Conditions

1.1 Rental Period

The rental period shall commence on [Start Date] (the "Commencement Date") and shall continue until [End Date], unless otherwise extended or terminated earlier pursuant to this Agreement. If no specific end date is provided, the rental shall continue on a week-to-week or month-to-month basis, subject to the terms set forth herein.

1.2 Delivery and Return of Rented Items

- The rented equipment shall be delivered to the Lessee at [Delivery Location] or made available for pick-up at JPE's designated location.
- Lessee shall return the rented items to JPE in the same condition as received, subject to normal wear and tear, at [Return Location] on or before the termination date of this Agreement.
- Late returns shall be subject to additional rental fees as set forth in Section 3.3.

1.3 Rental Charges and Payment

- Lessee agrees to pay JPE the sum of \$[Rental Fee] per [hour/day/week/month], plus applicable taxes, fees, and surcharges for the use of the rented equipment.
- Payment shall be made via [Payment Method, e.g., credit card, wire transfer, check] and shall be due in advance unless otherwise agreed in writing.
- All amounts due under this Agreement are non-refundable unless otherwise stated herein.

2. Security Deposit and Damage Liability

2.1 Security Deposit

Lessee shall provide a refundable security deposit of \$[Deposit Amount], which shall be retained by JPE as security for the performance of Lessee's obligations. Said deposit shall be refunded within [10] business days following the return of the equipment, provided no damages, unpaid fees, or outstanding obligations remain.

2.2 Condition of Equipment and Maintenance

- a) Lessee acknowledges that the equipment is provided in good working order and shall be returned in the same condition.
- b) Lessee agrees to maintain, safeguard, and properly operate the equipment. Any repairs, modifications, or unauthorized use will constitute a breach of this Agreement and result in liability for additional costs.

2.3 Loss, Theft, and Damage Liability

- a) Lessee assumes full responsibility for theft, loss, destruction, or damage to the rented equipment from the time of delivery until its return to JPE.
- b) In the event of damage, Lessee agrees to reimburse JPE for the full repair cost or the fair market value of replacement if the equipment is deemed irreparable.
- c) If the rented item is lost or stolen, Lessee must notify JPE within 24 hours and shall be liable for the replacement cost.

3. Use of Rented Equipment

3.1 Permitted Use

Lessee agrees to use the rented equipment only for its intended purpose in accordance with all applicable laws, safety standards, manufacturer's guidelines, and operating instructions.

3.2 Prohibited Uses

Lessee shall not:

- a) Sublease, assign, or transfer this Agreement or the rented equipment to any third party;
- b) Use the equipment in any unlawful, negligent, reckless, or improper manner;
- c) Modify, tamper with, or repair the equipment without JPE's prior written consent;
- d) Use the equipment for hazardous activities without prior approval.

3.3 Late Fees and Additional Charges

Failure to return the rented equipment by the agreed-upon deadline shall result in a late fee of \$[Late Fee Amount] per [day/week]. Additional rental fees may apply for extended use beyond the agreed rental term.

4. Insurance and Indemnification

4.1 Insurance Requirement

JPE may require Lessee to obtain general liability insurance, property insurance, or commercial insurance covering the full replacement value of the rented equipment. If required, proof of insurance must be provided prior to taking possession of the equipment.

4.2 Indemnification

Lessee agrees to indemnify, defend, and hold harmless JPE, its officers, directors, employees, and agents from any claims, damages, injuries, losses, expenses, and liabilities arising from:

- a) The use or misuse of the rented equipment;

- b) Violations of any laws or safety regulations;
- c) Third-party claims resulting from Lessee's actions or negligence.

5. Liability, Assumption of Risk, and Indemnification

5.1 Lessee's Assumption of Risk

a) Lessee expressly assumes all risks and liabilities related to the operation, transportation, and use of the rented equipment, including but not limited to:

- Falls, injuries, or fatalities resulting from improper use, lack of fall protection, or negligence in securing the equipment.
- Excavation-related incidents, including striking underground utilities such as gas lines, water mains, electrical wiring, or any other subterranean structures. Lessee must call 811 and go to www.Call811.com at least 3 full business days in advance of any digging, trenching, or ground disturbance.
- Unsupervised or unauthorized use of the equipment, including by subcontractors, employees, or third parties. JPE is not liable for any loss, injury, or property damage arising from unauthorized use.

5.2 Indemnification and Hold Harmless

Lessee agrees to indemnify, defend, and hold harmless JPE, its officers, employees, agents, affiliates, and representatives against any and all claims, demands, lawsuits, damages, losses, liabilities, costs, and expenses (including attorneys' fees) arising from:

- a) Personal injury, death, or property damage resulting from the use, misuse, operation, or failure to operate the rented equipment in a safe and lawful manner.
- b) Damage to underground utilities, pipelines, or buried structures caused by Lessee's failure to properly assess and secure the site.
- c) Unauthorized use or access to the rented equipment, including but not limited to theft, vandalism, criminal activity, or reckless operation by unauthorized third parties.
- d) Failure to comply with federal, state, and local safety regulations, including OSHA, ANSI, EPA, and other industry standards applicable to the use of the rented equipment.

5.3 No Warranties and No Responsibility for Third-Party Actions

- a) JPE does not provide any warranties, express or implied, regarding the safety, fitness, or proper operation of the rented equipment beyond normal manufacturer specifications.
- b) Lessee is solely responsible for ensuring all users are properly trained, licensed, and qualified to operate the rented equipment.
- c) JPE shall not be liable for any losses, damages, injuries, or deaths arising from the actions of third parties, subcontractors, or unauthorized users of the equipment.

6. Governing Law and Dispute Resolution

6.1 Governing Law

This Agreement shall be governed, interpreted, and enforced under the laws of [State of Jurisdiction], without regard to conflict of law principles.

6.2 Dispute Resolution

Any disputes arising out of this Agreement shall be resolved through:

- a) Mediation before a neutral third party in [Jurisdiction];
- b) If mediation fails, the matter shall be submitted to binding arbitration or litigated in a court of competent jurisdiction in [Venue].

7. Miscellaneous Provisions

7.1 No Warranties

JPE makes no warranties, express or implied, regarding the merchantability, fitness for a particular purpose, or uninterrupted functionality of the rented equipment.

7.2 Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, and representations.

7.3 Severability

If any provision of this Agreement is found invalid or unenforceable, the remaining provisions shall remain in full force and effect.

7.4 Signatures

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written below.