



EQUIPMENT RENTAL AGREEMENT

OWNER:

Loggerhead Fitness

(561) 625-3011

info@loggerheadfitness.com

RENTER:

Name: _____

Phone: _____

Email: _____

EQUIPMENT RENTED:

Item	Description	Weekly Rate:
1. _____	_____	\$ _____
2. _____	_____	\$ _____
3. _____	_____	\$ _____
4. _____	_____	\$ _____
5. _____	_____	\$ _____
6. _____	_____	\$ _____

Total Rental Amt: \$ _____ / Weekly x 4 weeks = \$ _____ (Monthly Amt Due)

Start Date: _____ **Amount Due: \$ _____ ***

* Renter agrees to pay amount due upon start date and gives Loggerhead Fitness permission to bill their Credit Card on file or use the Credit Card or ACH info below:

Method of Payment:

Credit Card Type _____ Account # _____ - _____ - _____ Exp Date: ____/____

Checking Acct No. _____ Routing/ABA Number _____

I, _____, accept these terms and conditions (See Page 2.)

Renter Signature: _____ **Date:** _____

Owner Signature: _____ **Date:** _____

Loggerhead Fitness Equipment Rental Agreement – Terms & Conditions

- 1. Term.** This Agreement shall commence on the Start Date and remain in full force and effect until Equipment is returned to Owner.
- 2. Termination.** Renter will notify Owner by email or phone when they wish to return their equipment and end this rental agreement. This rental agreement will be terminated, and all billing will end when the equipment is received by the Owner.
- 3. Equipment Call Back.** The Owner will notify the Renter by email or phone when there is a “Call Back” to return all loaned equipment. Any prepaid fees will be pro-rated and offered as a refund or a credit towards services at Loggerhead Fitness for unused time. Equipment will need to be returned or picked up with within 72 hours of the call back date.
- 4. Care of Equipment.** Equipment can only be used in a careful and proper manner and shall not be used in any way that is inconsistent with Manufacturer’s instructions or manuals. The Renter shall keep and maintain the rented equipment during the terms of the rental at their own cost and expense. They shall keep the equipment in a good state of repair, normal wear and tear excepted.
- 5. Equipment Damage/Replacement.** The Renter shall pay the Owner full compensation for replacement and/or repair of any equipment which is not returned because it is lost or stolen or any equipment which is damaged and in need of repair to put it into the same condition it was in at the time of rental, normal wear and tear excepted.
- 6. Delivery/Pick up.** Delivery and pick up of the equipment are not included and are paid in addition to the rental cost. Any delivery or pick up fee is to be paid at the time of delivery or return. The equipment shall be delivered to Renter and returned to Owner at the Renter’s risk, cost and expense.
- 7. Indemnification & Liability.** Renter shall indemnify, defend and hold harmless Owner from and against any claim, demand, cause of action, loss or liability (including attorney’s fees and expenses of litigation) for any property damage or personal injury arising from Renter’s use of Equipment by any cause. The provisions of this Article shall survive the termination of this Agreement with respect to any claims or liability accruing before such termination.
- 8. Severability.** In the event any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, that provision will be enforced to the maximum extent permissible under applicable law, and the other provisions of this Agreement will remain in full force and effect. The parties further agree that in the event such provision is an essential part of this Agreement, they will begin negotiations for a suitable replacement provision.
- 9. Attorney & Other Fees.** The Renter shall pay all reasonable attorney and other fees, the expenses and costs incurred by Owner in protection of its rights under this rental agreement and for any action taken OWNER to collect any amounts due the Owner under this rental agreement.

Renter acknowledges receipt of a copy of this Agreement including Terms & Conditions and acknowledges having read and understood the foregoing.

Renter Name: _____

Renter Signature: _____

Date: _____