

# Bermuda RENTALS



If you need it, We rent it

## RENTAL CONTRACT CONDITIONS

### DEFINITION OF TERMS

**CUSTOMER** – Individual, agency or business entering into contract with **BERMUDA RENTALS LIMITED**

**COMPANY** – **BERMUDA RENTALS LIMITED**

1. Rentals are credit/debit card, cash or check in advance which may include a security deposit.
2. Customer is liable for payment of all invoices, accounts and interest or collection fees resulting from accounts in default or returned checks.
3. When renting an item that requires gas, we send it out full of gas, but it must be returned full of gas otherwise there will be an extra charge for filling it up.
4. Customer is charged for all time out until the rented item is returned and verified by validation of copy of this contract and number.
5. Check the item you are renting very carefully and thoroughly as you will use this item at your own risk both materially and personally without recourse or resorting to law.
6. **BERMUDA RENTALS LIMITED** cannot assume responsibility where customer and employee have overlooked or underestimated strengths, weaknesses, damages etc. Customer also verifies that they have the ability and knowledge to use the item in a safe and responsible manner. Customer will not let others sub-rent or use rented equipment.
7. Customer must pay for any loss or damage due to abuse, theft, fire, exposure to the elements, damage by sand/dirt (except normal wear and tear) and reasonable attorney fees if needed.
8. Any item needing to be repaired or replaced will be at the Bermuda dollar cost.
9. Customers will immediately disconnect and discontinue use and notify **BERMUDA RENTALS LIMITED** at once (24 hours a day) @ 292-7172 if item becomes unsafe or is in a state of disrepair.
10. Customer will immediately return the rented item with all attachments, accessories and parts thereto to **BERMUDA RENTALS LIMITED** on the date and time due in. Failure to do so without authorized extension of this contract will not relieve the customer from any terms of this contract and will be charged no less than the minimum daily rental rate and possible forfeiture of the security deposit. Items being picked up by **BERMUDA RENTALS LIMITED** are still the responsibility of the customer until retrieved by us. We do not leave our items overnight in public places or parks and you are responsible for securing the items until retrieved by **BERMUDA RENTALS LIMITED**.
11. If customer desires to extend this contract beyond the date and time originally agreed upon, the customer must first notify **BERMUDA RENTALS LIMITED** for prior approval and terms extension.
12. Customer will be responsible for all tire, battery and paint damage.
13. **BERMUDA RENTALS LIMITED** agrees to rent all items to customers on the "assumption of risk" on the part of the customer and is not liable for an injury as the result of use of the said item.

### EXCLUSION OF ALL LIABILITY BY THE COMPANY

14. **THE CUSTOMER HEREBY AGREES THAT THEY SHALL HAVE NO CLAIM WHATSOEVER AGAINST THE COMPANY OR ITS INSURERS FOR ANY INJURY LOSS OR DAMAGE SUFFERED BY THEM AS A RESULT OF THEIR USE OF THE ITEM OR BY REASON OF ANY ACT OR OMISSION BY THE COMPANY INCLUDING ANY DEFAULT OR NEGLIGENCE BY THE COMPANY IN REGARD TO THE CONDITION OR REPAIR OF THE ITEM AND WHETHER OCCASIONED BY THE NEGLIGENCE OF THE COMPANY OR ITS EMPLOYEES, SERVANTS OR AGENTS OR OTHERWISE.**
15. **INDEMNIFICATION OF COMPANY BY CUSTOMER:** Customer expressly indemnifies and holds Company harmless of, from and against all claims, loss, costs, damages, attorney's fees, and/or liability in connection with the renting and use of the item regardless of whether a lawsuit is filed. In the event a suit is instituted by the Company to recover possessions of said item or to enforce any of the terms, conditions or provisions hereof Customer agrees to pay all costs and reasonable attorney's fees of the Company incurred in connection therewith.
16. The legal relationship between the Company and the Customer shall exclusively be governed by the agreement and any representations or warranties by the Company, its servants or agents, shall be of no effect whatsoever unless confirmed by the Company in writing.

### COMPANY POLICIES

1. No cash refunds, credit only.
2. Security deposits will not be returned if cancelled within 72 hours of event.
3. Damages or other necessary costs will be deducted from the security deposit.
4. Security deposit may be withheld for proper inspection of equipment.
5. We charge for all time out regardless of use.
6. Do not drop off equipment unattended.
7. We take a credit/debit card for security and will use it in the event of items being returned late or for other costs and charges incurred for the rentals.