



STOCKYARDS CITY
EQUIPMENT & RENTAL

FULL LEGAL NAME OF LESSEE _____

DBA NAME (IF ANY) OR LLC _____

BILLING ADDRESS _____

CITY _____ STATE _____ ZIP _____

PHONE _____

AUTHORIZED REPRESENTATIVE _____

DRIVERS LICENSE # _____

EQUIPMENT

MAKE _____ MODEL _____ YEAR _____ SERIAL # _____

MAKE _____ MODEL _____ YEAR _____ SERIAL # _____

DATE/TIME OUT _____ DATE/TIME IN _____

COPY OF DL ____ INSURANCE ____ EXCEMPT CARD ____

STOCKYARDS CITY

EQUIPMENT AND RENTAL

1012 S. Agnew Ave.
Oklahoma City, OK 73108
405-231-3131

HOLD HARMLESS AGREEMENT

I, _____ do hereby covenant and agree to defend indemnify and hold harmless Stockyards City Equipment & their representatives and Employee's from any liability, loss, damages, claims or actions (including costs and attorney fees) for bodily injury/death and or property damage, to the extent permissible by law, upon rental of any equipment

LEGAL NAME _____

COMPANY NAME AND TITLE _____

SIGNATURE _____ DATE _____

WITNESS NAME _____

SIGNATURE _____ DATE _____

Thank You
Be Safe, Safety first before anything!

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DAMAGE WAIVER Contract Addendum

If lease accepted the damage waiver charge as specified, subject to the limitations and exclusions below, Stockyards City Equipment a& Rental agrees to modify the terms of this contract and relieve you of liability, for accidental damage to the rented item(s) on this contract and for loss due to fire, collision, windstorm, and riot. We exclude We Exclude from this waiver, however any loss or damage due to theft by conversion, intentional damage, flood, mysterious disappearance or other loss due to your failure to care for the rented item(s) as a prudent person would his/her property, such as proper fuel or lubrication. In addition, if Lease has insurance Lease shall empower Stockyards City Equipment & Rental to exercise all Lease rights to obtain and recover under said insurance proceeds which shall be given or assigned to Stockyards City Equipment & Rental. Excluded from this damage waiver are tires, chains and safety wear. Insurance has \$1,000 deductible which lessee will be responsible for. All damage or exceeding \$1,000 will be covered by insurance (excluding non-accidental loss or damage or excessive wear or abuse.)

DAMAGE WAIVER CHARGE (10% OF RENTAL CHARGE:) _____

_____ I accept the damage waiver conditions

PRINTED LESSEE (Customers) Name _____

Customer Signature _____

Witness Signature _____

All payments are to be made to Stockyard City Equipment, 1012 S Agnew Ave, OKC, OK 73108

THIS CONTRACT CANNOT BE CANCELLED and is subject to the TERMS AND CONDITIONS contained in this agreement.

TERMS AND CONDITIONS

This is a contract for rental of Tractor, Trailer, Vehicle and/or Accessories or other owned Equipment leased from Stockyard City Equipment (Lessor). Please read carefully before signing that you fully understand and accept the terms and conditions of this contract and all written and/or oral instructions in the safe operation of said property.

Section One: TERM: The Rental Agreements commence on the "date out" date on rental agreement and shall continue until the equipment is returned. Stockyard City Equipment (Lessor) assumes no liability on rentals. Lessee (Customer) is responsible for all damages and must abide by safety check list.

Section Two: RENTAL: The rental rate is per day (time out not usage) including nights, weekends, and holidays. Total amount is due upon return of equipment. We may repossess equipment at Lessee's (customer) expense without notice. If equipment has been abandoned or used in violation of law per this agreement. All equipment and/or accessories is "RENT AT YOUR OWN RISK". A \$25 Service Fee and fuel cost will be the price per gallon the day of rental return will be charged in addition to rental cost.

Section Three: INDEMNITY: Lessee (Customer) shall indemnify lessor (Stockyard City Equipment) against and hold lessor (Stockyard City Equipment) harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorney fees arising out of connected with, or resulting from the property subject to this lease, including, but not limited to the manufacture selection, delivery, use, operation, or return of such property.

Section Four: WARRANTIES: We (Stockyard City Equipment) make no warranties, express, implied or apparent, regarding equipment no warranty or mechanical ability and no warranties that equipment is fit for a particular purpose.

Section Five: SURRENDER: Equipment must be returned to rental location or agreed upon location on the date /time specified in this agreement. Rentals must be returned in the same condition and good repair in which Lessee (Customer) received except for ordinary wear. If equipment is returned after closing hours Lessee (Customer) will be held liable for the safety of and any damage to the equipment until inspected upon next business day. Notification to Lessor (Stockyard City Equipment) is mandatory if unable to return equipment on specified contract date.

Section SIX: LOSS OR DAMAGE: Lessee (Customer) assumes and shall bear the entire risk of loss, theft, destruction, or damage to any part of the equipment (loss or damage) from any cause whatsoever, whether or not covered by insurance, and no such loss shall release Lessee (Customer) of its obligation under this agreement in the event of loss or damage Lessee (Customer) at the sole option of Lessor (Stockyard City Equipment), shall (a) at Lessee's (Customer) expense, repair the equipment to the satisfaction of Lessor (Stockyard City Equipment) or (b) at Lessee's (Customer) expense and to the satisfaction of Lessor (Stockyard City Equipment) replace the equipment with similar or like equipment in good condition and comparable value with clear title to Lessor (Stockyard City Equipment).

Section SEVEN: LOCATION AND MAINTANCE: At Lessee's (Customer) own risk, Lessee (Customer) shall use or permit the use of the equipment solely at the location on specified in this lease, or if none was specified at Lessee's (Customer) billing address set forth above and such equipment shall not be moved without Lessor's (Stockyard City Equipment) prior written consent Lessee (Customer) expense shall maintain the equipment in good repair, condition, and functional order, shall not use the equipment unlawfully, and shall not alter the equipment without lessor's (Stockyard City Equipment) prior written consent. Lessor (Stockyard City Equipment) shall not be liable for loss of profit or other consequential damages resulting from the theft, destruction, or disrepair of the equipment and there shall be no abatement on account of any such theft, destruction or disrepair.

Section EIGHT: ARBITRATION: Any controversy or claim arising out of relating to this agreement or its breach shall be settled by arbitration in accordance with the rules of Arbitrators and judgement on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. Arbitration shall be held in the City Oklahoma City, State of Oklahoma and any question of law shall be decided in accordance within the laws of State of Oklahoma.

SPARTAN ZTR MOWER

1012 S Agnew
OKC, OK 73108

405-231-3131

sales@spartanztrmower.com

Rental Checklist – Check-out / Check-in

Equipment		Equipment hours	OUT	
			IN	
Checked OUT by		Customer Present	YES NO	Date
Checked IN by		Customer Present	YES NO	Date

Out	In	UNIT	REMARKS
		Frame Bolts (check for looseness)	
		Parking Brake	
		Throttle	
		Fuel Gauge	
		Seat Belt	
		Roll Over Protection	
		Seat	
		Cleanliness	
		Pulleys	
		Belts	
		Knobs	
		Deck Operation	
		Diesel/Gasoline	
		Blades	
		Hydraulic Oil	
		Oil, Water and Fuel Leaks	
		Grease Zerks	
		Other Fluids	
		All Hoses	
		Electronic Connections	
		Tire Pressure and Wear	
		Wheels & lug nuts	
		Drive Arms	
		Frame	
		Unit Tested	

Customer's signature, if present:

Check OUT: _____

Date: _____

Check IN: _____

Date: _____

Section NINE: MISCELLANEOUS: This instrument constitutes the entire agreement between Lessor (Stockyard City Equipment) and Lessee (Customer) and its irrevocable for its term and for the aggregate rentals reserved above, and it shall not be amended, altered, or changed except by a written agreement signed by the parties. Any failure of Lessor (Stockyard City Equipment) to require strict performance by Lessor (Customer) or any waiver by Lessor (Stockyard City Equipment) of any provision of the contract shall not be construed as a consent or waiver of any other breach of the same or any other provision. If any portion of this contract is deemed to be invalid, it shall not affect the rest of this agreement. Headings or titles to the paragraphs of this lease are solely for the convenience of the parties and not an aid to the interpretation of this agreement.

Section TEN: TIRES: Customer is responsible for repairing tires if problems occur. You may contact Bostic Tires in Oklahoma City.

Lessee (Customer) applies to lessor (Stockyard City Equipment) for a rental agreement if the above-described property if lessor (Stockyard City Equipment) accepts in witness whereof, each party has caused this agreement to be executed on the date indicated below.

Date: _____ Lessee (Customer) Signature: _____
Print Full Name: _____

Date: _____ Lessor (Stockyard City Equipment) Signature: _____
Print Full Name: _____

Customer is 100% responsible for all damages.

****I have been shows and fully understand the proper functions on equipment****

Date: _____ Customer Signature: _____

