

# Excavator Rental Terms and Conditions Sample

This document outlines the standard terms and conditions that govern the rental of excavators from [Company Name]. By signing the Rental Agreement or taking delivery of the equipment, the Renter acknowledges and agrees to these terms.

## 1. Rental Period

The rental period will commence on the date the renter receives the excavator and continue until it is returned to [Company Name] in acceptable condition.

## 2. Payment Terms

1. All rental charges are due in advance unless otherwise agreed.
2. Late payments may incur additional fees.
3. Additional charges may apply for excess hours, fuel, cleaning, or damages.

## 3. Use of Equipment

- The renter agrees to operate the excavator safely and only for its intended purpose.
- The renter will not sublease, loan, or assign the equipment without written consent.
- The equipment will not be used in any unlawful manner.

## 4. Maintenance and Repairs

- The renter is responsible for daily maintenance checks (fuel, fluids, greasing, etc.).
- Any malfunction or damage must be reported immediately.
- Unauthorized repairs are not permitted.

## 5. Insurance and Liability

The renter agrees to provide suitable insurance coverage for the equipment. [Company Name] is not responsible for injuries, damages, or losses arising from its use.

## 6. Return of Equipment

1. The equipment must be returned in good, clean, and working condition.
2. The renter is liable for any loss or damages, excluding normal wear and tear.

## 7. Indemnification

The renter agrees to indemnify and hold [Company Name] harmless from any claims, losses, or damages resulting from the renter's operation or possession of the equipment.

## 8. Termination

- [Company Name] reserves the right to terminate the rental agreement at any time for breach of terms.
- Upon termination, the renter must immediately return the equipment.

## 9. Governing Law

This Agreement shall be governed by the laws of [State/Province/Country], and any disputes shall be resolved in the courts thereof.

**[Company Name]** — Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Renter** — Signature: \_\_\_\_\_ Date: \_\_\_\_\_