

Pedal, Paddle, Pack LLC

Equipment Lease Form



Customer Information

Name (first & last) _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Destination: _____

Pickup Date: _____ Return Date: _____

Equipment Selection

Item Description	Qty	Item Description	Qty

Equipment Lease Acknowledgment

By signing this document, I agree that I have read and understand the "Equipment Lease Agreement" and agree to be bound by its terms and conditions.

Payment Method

Rental confirmation will be made once payment has been received in full. Payments must be made via Credit/Debit Card. Upon receipt of this lease form, you will be contacted with the final payment total. At which time you will be asked to complete payment via phone or secure online transaction with a Visa/Mastercard/American Express.

Signature: _____ Date: _____

Pedal, Paddle, Pack LLC

Equipment Lease Agreement



The simple version of this agreement is as follows; enjoy our gear; don't destroy it while using it; return it within the agreed time; and we'll just charge you what we said we would. The long-hand legal version follows.

THIS EQUIPMENT LEASE AGREEMENT ("Lease") is made and effective by completing the rental & payment process, by and between Pedal, Paddle, Pack LLC, ("Lessor") and current user ("Lessee"). By completing an order and submitting payment, Lessee agrees to be bound by this Equipment Lease Agreement and all the Terms and Conditions therein, whether or not Lessee has read them. Lessor may at its sole discretion modify this Equipment Lease Agreement and all the Terms and Conditions therein at any time. By completing an order and submitting payment, Lessee indicates acceptance of the modified Terms and Conditions. NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

- 1. Disclaimer** – Every effort is made to assure descriptions and prices are correct. Lessor reserves the right to correct errors as needed. All prices and availability are subject to change without notice.
- 2. Lease** – Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the following described equipment ("Equipment"): shown above in the "Contents" area during checkout.
- 3. Term** – The term of this lease shall commence on the date indicated by the Lessee and expire on the date indicated by the Lessee upon submitting the order. The term of this lease shall expire on the expiration of the term of days shown on the order receipt. The Equipment must be returned to a location as agreed upon by both parties on or before the end date as noted in the order contents above.
- 4. Rent** – Rent and a deposit, if applicable, must be paid in advance, in full.
- 5. Late Returns** – Late returns are penalized by charging a 1 day term rental fee, without discount for each additional day. Any penalties will be charged to the Lessee's form of payment on file with Lessor.
 - a. In the event the rental is not returned before 5 days after the end date ("To") the Lessor will consider the equipment stolen and the Lessee's form of payment will be charged the full replacement value of the Equipment.
 - b. If Lessee subsequently returns equipment, the Lessor will refund the full replacement value charge less late fees and a 10% processing fee.
 - c. Lessor reserves the right to pursue all civil and criminal remedies in the case of unreturned or lost equipment.
- 6. Use** – Lessee shall use the Equipment in a careful and proper manner and shall comply with and conform to all applicable laws, ordinance, and regulations in any way relating to the use or possession of the Equipment. Lessee will read and abide by all included instructions and notices, including testing, proper use, etc.
- 7. Cancellation by Lessor** – Lessor reserves the right to cancel any order, for any reason, at any time before pickup occurs, and will refund all payments made by Lessee.
- 8. Cancellation by Lessee** – If Lessee cancels an order prior to 7 days before the start date, Lessor will refund all payments made by Lessee. If Lessee cancels an order within 7 days of the start date, Lessor will refund all payments less a 20% cancellation charge.
- 9. Ownership** – The Equipment remains at all times the sole and exclusive property of Lessor. The Lessee has no rights or claims to the Equipment. Lessor makes no claims to images, video, or sound recordings made by the Lessee while using the Equipment, if applicable.

10. Damaged or Modified Equipment – Lessee shall keep the Equipment in good repair and condition.

- a. Lessee shall not materially modify or alter the Equipment.
- b. In the event of any material modifications, Lessee will be responsible for all reasonable costs of Lessor in restoring the Equipment to its normal condition.
- c. Lessee assumes and shall bear the entire risk of damage to the Equipment from any cause, during the term of the Lease.
- d. Unless pre-existing damage is reported to Lessor within 24 hours after Lessee takes possession of the Equipment, it is assumed any damage to the equipment occurred during the term of the Lease.
- e. In the event of damage, Lessor shall choose the repair method and venue, within reason.
- f. If Lessor chooses an external venue for repair, Lessee is responsible for the total cost of repair, if commercially reasonable.
- g. Lessor may elect to repair the Equipment in-house. In these cases, Lessee shall be responsible for Lessor's reasonable expenses for parts and labor.
- h. Lessee's form of payment shall be charged the amount of repair expenses owed to Lessor. If the Lessee's form of payment cannot be successfully charged within 24 hours, the Lessee shall be considered to be in Default.

11. Loss of Equipment – Lessee assumes and shall bear the entire risk of loss of the Equipment from any cause during the term of the Lease.

- a. Lost or Stolen Equipment – In the event that the Equipment is reported by Lessee to be lost or stolen during the term of the Lease, Lessee is liable to Lessor for the replacement value of the Equipment.
- b. Lessor shall charge Lessee's form of payment the amount owed for replacement of the lost or stolen Equipment.
- c. If the Lessee's form of payment cannot be successfully charged within 24 hours, the Lessee shall be considered to be in Default.
- d. Unreturned Equipment – If the Equipment is not returned within 5 days of expiration of the term of the Lease, the Lessee shall be liable for the replacement value of the Equipment.
- e. Lessor shall charge Lessee's form of payment the amount owed for replacement of the unreturned Equipment.
- f. If the Lessee's form of payment cannot be successfully charged within 24 hours, the Lessee shall be considered to be in Default.

12. Default – In the event of default, all amounts owed by Lessee to Lessor are immediately due.

- a. In the event of default, Lessee shall be responsible for any reasonable expenses of Lessor in attempting to recover the amount owed from Lessee including collection fees and attorney's fees.
- b. Lessor reserves the right to pursue all available civil and criminal remedies against lessee, including but not limited to: recovering possession of the equipment, obtaining from Lessee's form of payment any amounts owed, hiring outside debt collection firms or private investigators, filing of criminal charges, and any civil remedies available. These remedies are not exclusive.

13. Liability – Lessor does not assume, and the customer indemnifies Lessor against any liability or claims resulting from use or malfunction of the equipment. Lessee assumes all liability that may arise from use or failure of the equipment.

14. Malfunctioning Equipment – In the case of malfunctioning Equipment, Lessor's only liability to Lessee is a full refund of the rental fees paid by the Lessee.

15. Taxes or Duties – The Lessee agrees to keep the Equipment free of any taxes, duties, liens, or other encumbrances. In the event such are levied against the Equipment, renter agrees to reimburse Lessor in full for those charges.

16. Severability and Governing Laws – This represents the entire agreement between Lessor and Lessee. If any portion of this agreement is found unenforceable, it will not affect the remainder of the agreement, which shall remain valid and enforceable. The agreement shall be enforced according to the laws of the State of Wisconsin.