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# Plant hire lease agreement template

Simply-Docs uses cookies to ensure that you get the best experience on our website. Learn more Sale!Rated 5.00 out of 5 based on 1 customer rating (1 customer review)R3,200.00 R2,800.00This Plant Hire Agreement is for the hire of plant/equipment by a Lessor and regulates the rights and obligations of (1) The Company/Lessor and (2) The Hirer/Lessee. Why is this Plant Lease Agreement necessary? This Plant Lease Agreement has been drafted by a lawyer and with knowledge of a Lessor's risks. This Plant Lease Agreement includes provisions for: The Lease of the Plant [with a schedule of details] The rates [amount and dates] Breakdowns and repairs Delivery and return of the Plant Obligations of Hirer during the agreement Breach Disputes BUY THIS PRECEDENT NOW - CLICK ADD TO BASKET BELOW AND CHECKOUT This set of plant and equipment leases should enable any business to hire or lend spare vehicles, equipment and plant to any other business regularly - or to consumers infrequently - on a short term or long term basis. The basic structure of each is similar. The main differences are in the commercial detail, making each one easy to adapt for any particular piece of plant or equipment. Please note that these leases do not comply with the Consumer Credit Act 1974 and so are not suitable for businesses who are in the business of leasing equipment to consumers. This Equipment Rental Agreement (the "Agreement") is made and entered on [Date] (the "Effective Date") by and between [Lessor] (the "Lessor") legally conducting business within the State of [State]; and [Lessee] (the "Lessee"); collectively referred to herein as the "Parties." 1. EQUIPMENT SUBJECT TO LEASE. The Lessor shall rent the equipment listed herein to the Lessee who must adhere to the terms and conditions within this Agreement. PandaTip: Use this section to enter specific information regarding the equipment to be leased. It is recommended to always include a detailed description of the equipment and any equipment attachments provided to the customer. 2. PAYMENT TERMS. The rental fee is based on a rate of [Number] dollars (\$NUMERICAL DOLLAR AMOUNT) per day, plus any additional fees incurred. Additional charges shall be added in the event the equipment is damaged, missing any parts, or returned later than [Date]. All charges shall commence from the Effective Date of this Agreement. Lessee shall pay to the Lessor an additional service charge of [Number] dollars (\$NUMERICAL DOLLAR AMOUNT) per day for each day the equipment has not been returned, in addition to the daily rental fee. Lessor shall invoice the client on a [Time Period] basis and all invoices are due upon receipt. PandaTip: This agreement has been written in a manner such that the equipment is rented on a per day rate and for an extended amount of time. Each state sets a maximum "late fee" charge allowed; therefore, it's recommended to ensure the specific state laws comply with the additional charges. 3. RETURNED CHECKS. The Lessee shall be charged [Number] dollars (\$NUMERICAL DOLLAR AMOUNT) for each check that is returned to the Lessor for insufficient funds. PandaTip: Each state sets a maximum fee allowed to be charged against a check returned to a consumer for insufficient funds. Verify the fee charged to the Lessor is compliant with state laws. 4. SECURITY DEPOSIT. In addition to the rental fee, the Lessee shall pay a security deposit of [Number] dollars (\$NUMERICAL DOLLAR AMOUNT) prior to receiving any equipment and at the time this Agreement is signed. This deposit shall be returned to the Lessee upon termination of this Agreement, subject to the option of the Lessor to apply it against any charges or damages incurred. Any amounts refundable to the Lessee shall be paid at the time this Equipment Rental Agreement is terminated. The security deposit shall bear interest at an annual rate of [Rate]% from the date paid to the Lessor until the date refunded, based on the total amount of the security deposit. PandaTip: Each state sets their own laws on what is to be considered the minimum allowed "interest fee". Ensure the interest fee charged is compliant with state laws. 5. LEASE TERM. This Equipment Rental Agreement shall begin on the above Effective Date and shall terminate on [Date], unless otherwise terminated in a manner consistent within these terms. At the end of the lease term, the Lessee shall be obligated to return the equipment to the Lessor at the Lessee's expense. 6. LOCATION. The equipment shall be located at [Customer.Address] during the term of this Agreement, and shall not be removed from that location without the Lessor's prior written consent. 7. CARE AND OPERATION. The equipment may only be used and operated in a careful and proper manner. Its use must comply with all laws, ordinances, and regulations relating to the possession, use, or maintenance of the equipment, including registration and/or licensing requirements, if any. 8. INSURANCE. The Lessee shall insure the equipment in an amount of at least [Number] dollars (\$NUMERICAL DOLLAR AMOUNT). PandaTip: Each state has specific insurance laws on mandatory, minimum insurance coverage. Be sure to check state laws to ensure compliance with this section. If you cannot locate such laws or are unsure, it's recommended to contact an attorney within your state. 9. TAXES & FEES. During the term of this Equipment Rental Agreement, the Lessee shall pay all applicable taxes, assessments, and license and registration fees on the equipment. PandaTip: Each state has their own tax percentages and fee amounts. Ensure to research and verify state laws to be compliant with this section. 10. ALTERATIONS. Lessee shall make no alterations to the equipment without prior written consent of the Lessor. All alterations shall be property of the Lessor and subject to the term within. Lessor shall have the right to inspect the equipment during Lessee's normal business hours upon request. 11. MAINTENANCE AND REPAIR. The Lessee shall maintain at the Lessee's cost, the equipment in good repair and operating condition, allowing for reasonable wear and tear. Such costs shall include labor, material, parts, and similar items. 12. OPTION TO RENEW. If the Lessee is not in default upon the expiration of this lease, the Lessee shall the option to renew this Lease for a similar term on such terms as the Parties agree upon. 13. DEFAULT. The occurrence of any of the following shall constitute a default under this Agreement: a. The failure to make a required payment under this Agreement when due. b. The violation of any other provision or requirement that is not corrected within [Number] day(s) after written notice of the violation is given. c. The insolvency or bankruptcy of the Lessee. 14. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, LESSOR SHALL NOT BE LIABLE TO LESSEE, AND LESSEE COVENANTS THAT IT SHALL NOT ASSERT A CLAIM AGAINST LESSOR, UNDER ANY LEGAL THEORY, WHETHER IN AN ACTION BASED ON A CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, OR OTHERWISE PROVIDED BY STATUTE OR LAW, (i) FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR STATUTORY DAMAGES, OR ANY DAMAGES RESULTING FROM LOST PROFITS, INTERRUPTION OF BUSINESS, OR LOSS OF GOODWILL, EVEN IF LESSOR HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (ii) FOR DAMAGES RELATED TO OR ARISING OUT OF THIS AGREEMENT IN AN AMOUNT THAT EXCEEDS THE FEES ACTUALLY PAID BY LESSOR UNDER THIS AGREEMENT. LESSEE HEREBY WAIVES ANY CLAIM THAT THESE EXCLUSIONS DEPRIVE IT OF AN ADEQUATE REMEDY OR CAUSE THIS AGREEMENT TO FAIL OF ITS ESSENTIAL PURPOSE. PARTIES, HEREBY ACKNOWLEDGE AND AGREE THAT ANY WARRANTY DISCLAIMERS AND LIMITATION OF LIABILITY PROVISIONS SET FORTH ABOVE HAVE BEEN NEGOTIATED AND ARE FUNDAMENTAL ELEMENTS OF BASIS OF THIS AGREEMENT. 15. DISPUTE RESOLUTION. This Agreement and any dispute relating to this Agreement shall be governed by and interpreted in accordance within the law and Parties irrevocably agree that the courts within the State of [State] shall have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with the Agreement, regardless of individual party location. Parties irrevocably submit to the exclusive jurisdiction of the federal and state courts located within the State of [State]. 16. INDEMNITY. Lessee agrees to indemnify and hold Lessor, its subsidiaries, affiliates, and respective officers, agents, partners and employees, harmless from any loss, liability, demand, claim or legal proceedings brought or threatened, including expenses suffered or incurred arising out of Lessee use of the equipment, the functionality of the equipment, or any violation of this Agreement. PandaTip: For example, this section covers the Lessor in the event the equipment malfunctions and the Lessee loses production costs, time, materials, etc... The Lessee cannot then in turn file suit against the Lessor for damages due to the faulty equipment. 17. SEVERABILITY. In the event, that any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be amended to reflect, to the greatest extent permitted under applicable law, the original intent of the Parties, and the remainder of the provisions shall remain in full force and effect. 18. WAIVER. Either party's failure to insist upon strict performance of any provision of this Agreement shall not be construed as a waiver of that or any other of its rights hereunder at any later date or time. 19. FORCE MAJEURE. With the exception of any payment obligations, neither Party shall be liable for failing to perform its obligations hereunder (other than payment obligations) were delayed or hindered by war, riots, embargoes, strikes or acts of its vendors or suppliers, accidents, acts of God, or any other event beyond its reasonable control. 20. SURVIVAL. All terms and provisions of this Agreement that should by their nature survive the termination shall so survive. 21. ENTIRE AGREEMENT. This Agreement, including any exhibits attached hereto and made part hereof, constitutes the entire agreement between Lessor and Lessee with respect of the subject matter hereof. This Agreement supersedes any prior agreements, representations, or dealings between the Parties. IN WITNESS WHEREOF, the Parties hereto have executed this Equipment Rental Agreement by a duly authorized representative effective as of the date set forth at the top of this Agreement. [Sender.Company] Signature MM/DD/YYYY [Sender.FirstName] [Sender.LastName] [Client.Company] Signature MM/DD/YYYY [Client.FirstName] [Client.LastName]

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