

Heavy Equipment Rental Agreement

A fillable rental contract for machines with hour meters

Use this agreement to rent out a real machine: an excavator, skid-steer, dozer, lift, or crane. Fill in every bracket, photograph the machine and the hour meter at pickup, and have both sides sign. Full walkthrough, clause explanations, and official sources: clearlegaltips.com/heavy-equipment-rental-agreement-template/

HEAVY EQUIPMENT RENTAL AGREEMENT

This Heavy Equipment Rental Agreement ("Agreement") is made on the date below between the Owner and the Renter identified in Section 1. The Owner keeps ownership of the Equipment; the Renter takes possession for the rental term.

1. Parties

Owner (full legal name): _____

Owner address: _____

Renter (full legal name): _____

Renter address: _____

Agreement date: _____

2. Equipment

Make and model: _____

Serial or unit number: _____

Attachments included: _____

Hour-meter reading at pickup: _____

Condition at pickup (note any existing damage): _____

Pickup photos attached (yes / no): _____

3. Term and Rate

Start date: _____

End date: _____

Rate (\$ per day / week / month): _____

Operating hours included (per day / week): _____

Overage rate (\$ per hour beyond included hours): _____

Total rent (\$): _____

Payment due (on pickup / by date): _____

4. Delivery and Transport

Who hauls the Equipment (Owner / Renter / named carrier): _____

Who pays transport cost: _____

Party responsible for damage in transit: _____

5. Fuel and Consumables

The Renter returns the Equipment with the same fuel level it had at pickup and supplies fuel, fluids, lubricants, and routine wear items during the term.

Fuel level at pickup: _____

6. Care, Inspection, and Permitted Use

The Renter performs daily fluid and safety checks, follows the manufacturer's operating limits, and will not sublet, re-rent, or move the Equipment to another site without the Owner's written consent.

Permitted use: _____

Job-site address: _____

7. Damage, Loss, and Theft

The Renter is responsible for damage, loss, or theft beyond normal wear and tear while the Equipment is in the Renter's possession, and pays the reasonable cost to repair or replace it. Theft is reported to the police and the Owner promptly.

8. Insurance

The Renter keeps insurance on the Equipment for the full term and gives the Owner a certificate of insurance before pickup.

Insurance type and amount the Renter will carry: _____

Certificate of insurance received (yes / no): _____

Owner named as additional insured (yes / no): _____

9. Liability and Indemnification

The Renter will indemnify and hold the Owner harmless from any claims, injuries, or property damage arising from the Renter's use, operation, or transport of the Equipment.

10. Operator Qualifications

Only trained, qualified operators run the Equipment. Where law requires certification or a license for the machine, such as a crane, the operator holds that credential before operating.

Rental type (bare / with operator): _____

11. Breakdown and Downtime

If the Equipment fails through no fault of the Renter, the Renter stops use and notifies the Owner. The parties then follow the downtime terms below.

Owner's remedy (repair / replace / refund): _____

Rent during downtime (pauses / does not pause): _____

12. Return and Holdover

The Renter returns the Equipment in its pickup condition, normal wear and tear excepted, fueled to the pickup level, with the closing hour-meter reading recorded. Keeping the Equipment past the End Date without the Owner's written consent incurs the daily holdover charge below.

Hour-meter reading at return: _____

Fuel level at return: _____

Holdover charge (\$ per day): _____

13. Governing Law

State whose laws govern this

Agreement: _____

Signatures

Owner signature: _____

Owner printed name and date: _____

Renter signature: _____

Renter printed name and date: _____

INSTRUCTIONS FOR USE

This form is general information, not legal advice. Equipment rentals are governed by your state's version of Uniform Commercial Code Article 2A; a rental with total payments of \$1,000 or more generally must be in a signed writing to be enforceable. Safety duties for operators and machines fall under OSHA, and hauling a loaded machine may fall under federal motor-carrier rules. Confirm your state's rules before you rely on this form. The full guide, clause explanations, and official sources are at clearlegaltips.com/heavy-equipment-rental-agreement-template/