

# EQUIPMENT RENTAL AGREEMENT

# HARRINGTON

Process Solutions since 1959

BRANCH LOCATION: SEATTLE SALES ORDER: 007B4373

CUSTOMER: CITY OF EVERETT (037421)

**CORPORATE HEADQUARTERS**  
14480 Yorba Avenue • Chino, California 91710  
Phone: (909) 597-8641 • Fax (909) 597-9826  
**RENTAL DEPARTMENT**

☐ THIS RENTAL AGREEMENT IS TO COVER A SINGLE TRANSACTION OF THE BELOW LISTED TOOLS.

☒ THIS AGREEMENT, FOR THE CONVENIENCE OF BOTH PARTIES, IS TO COVER MULTIPLE TRANSACTIONS OF THE BELOW LISTED TOOLS FOR A PERIOD ***NOT TO EXCEED ONE YEAR***

MARKET CODE: WWT Water/Wastewater/WW BEGINNING ON: \_\_\_\_\_ EXPECTED RETURN: \_\_\_\_\_

DATE OF AGREEMENT <b>1/23/24</b>	TAXABLE _____ % ALL RENTALS TAXABLE	PROJECT NAME
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F. O. B. CHINO, CA	GIVEN BY	FAX NUMBER	PHONE NUMBER	CUSTOMER ORDER NUMBER
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EQUIPMENT	SERIAL NUMBER	DAILY RATE	POWER
973999MC MINIPLAST POLYGON LT		\$53.00	N/A
			N/A

## IMPORTANT – PLEASE READ CAREFULLY

### RENTAL BILLING

BILLING STARTS WHEN THE TOOL IS DELIVERED AND ENDS THE DAY TOOLS LOAD ONTO RETURN TRUCK PROVIDING YOU SEND COPY OF SIGNED BOL OR TRACKING #.  
OTHERWISE RENTAL CHARGES STOP THE DAY THEY ARRIVE AT OUR DOOR.

### ACCEPTANCE

BY ACCEPTING DELIVERY OF RENTED ITEMS, CUSTOMER AGREES TO ALL TERMS AND CONDITIONS SHOWN ON THIS EQUIPMENT RENTAL AGREEMENT, TERMS AND CONDITIONS OF RENTAL AND THE SHIPPING DOCUMENT.  
CUSTOMER ACKNOWLEDGES THAT, UPON SIGNING FOR RECEIPT OF RENTAL EQUIPMENT HE HAS RECEIVED IN ORDER ALL RENTED ITEMS AND OTHER GOODS LISTED ON THE FACE OF THIS AGREEMENT.

### RESPONSIBILITY FOR LOSS, DAMAGE OR REPAIR

CUSTOMER ASSUMES FULL RESPONSIBILITY FOR ALL RENTED ITEMS, INCLUDING THEIR SAFE AND PROPER USE, OPERATION, ROUTINE MAINTENANCE, STORAGE, TRANSPORTATION AND RETURN TO HIPCO.  
CUSTOMER IS RESPONSIBLE FOR ALL LOSS, DAMAGE, OR REPAIR, NORMAL WEAR AND TEAR EXCEPTED. ANY MODIFICATION TO RENTAL EQUIPMENT IS STRICTLY FORBIDDEN.

### WARRANTY DISCLAIMER

HIPCO MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED.

### SOLE AGREEMENT

THIS AGREEMENT, TERMS AND CONDITIONS OF RENTAL, THE SHIPPING DOCUMENT, AND A CREDIT APPLICATION, IF ANY, FORM THE SOLE AGREEMENT BETWEEN CUSTOMER AND HIPCO.

### INDEMNITY AND HOLD HARMLESS

THE CUSTOMER AGREES TO INDEMNIFY AND HOLD HIPCO HARMLESS FOR ANY CLAIMS OF THIRD PARTIES FOR LOSS, INJURY, AND DAMAGE TO PERSONS OR PROPERTY ARISING OUT OF CUSTOMER'S POSSESSION, USE, MAINTENANCE OR RETURN OF EQUIPMENT AS A RESULT OF CUSTOMER'S OWN NEGLIGENCE OR INTENTIONAL CONDUCT INCLUDING LEGAL COST INCURRED IN DEFENSE OF SUCH CLAIMS.

### INSTRUCTIONS

OPERATORS SHOULD READ ALL WARNINGS AND INSTRUCTIONS! DO NOT USE IF YOU DON'T KNOW HOW TO OPERATE OR IF NOT OPERATING PROPERLY! FAILURE TO COMPLY COULD RESULT IN INJURY OR DEATH TO OPERATOR OR OTHERS.

### USE

CUSTOMER AGREES THAT HE/SHE WILL NOT USE SAID MACHINE OR EQUIPMENT OR CAUSE TO PERMIT THE SAME TO BE USED IN ANY MANNER WHATSOEVER IN VIOLATION OR CONTRAVENTION OF ANY MUNICIPAL, COUNTY, STATE OR FEDERAL LAW, ORDINANCE OR REGULATION.

### SHIPPING DOCUMENT

A SHIPPER WILL ACCOMPANY THE RENTAL EQUIPMENT AND SUCH DOCUMENT WILL BECOME A PART OF THE EQUIPMENT RENTAL AGREEMENT. SUCH DOCUMENT WILL CONTAIN A SERIAL NUMBER OF EACH PIECE OF EQUIPMENT RENTED.

### FREIGHT

INSURED TRANSPORTATION ON ALL OUTGOING AND INCOMING RENTAL EQUIPMENT MUST BE PROVIDED BY THE RENTER. INSPECT DELIVERED EQUIPMENT FOR DAMAGE UPON RECEIPT FROM FREIGHT COMPANY. FAILURE TO IDENTIFY FREIGHT DAMAGE WILL TRANSFER LIABILITY FROM THE FREIGHT COMPANY TO THE RENTER.

### CONSUMABLES

ALL CONSUMABLE ITEMS MUST BE PURCHASED. LIST OF CONSUMABLE ITEMS WILL BE SENT ALONG WITH THIS AGREEMENT.

### WARRANTY

PLEASE CALL HIPCO IMMEDIATELY IF THE EQUIPMENT IS NOT OPERATING PROPERLY. HIPCO WARRANTS SIX MONTH ON-SITE USAGE. ROUTINE MAINTENANCE IS RECOMMENDED AFTER SIX MONTH WHERE EQUIPMENT MAY BE FIELD SERVICED BY AUTHORIZED HIPCO PERSONNEL OR RETURNED TO HIPCO. ALL FREIGHT AND/OR FIELD SERVICE CHARGES MUST BE PAID BY RENTER.


### JOBSITE TRANSFER

EQUIPMENT TRANSFER BETWEEN JOBS IS NOT RECOMMENDED. WRITTEN APPROVAL MUST BE GIVEN BY HIPCO AND A NEW SIGNED RENTAL AGREEMENT MUST BE COMPLETED. NO WARRANTY CAN BE PROVIDED FOR RENTAL EQUIPMENT NOT ORIGINATING FROM A HIPCO FACILITY.

### DAMAGE

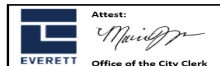
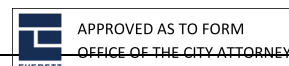
AN INITIAL EVALUATION UPON RETURN WILL IDENTIFY ANY ABNORMAL DAMAGE. EQUIPMENT REQUIRING EXCESSIVE CLEANING AND/OR REPAIR WILL BE BILLED AT CURRENT LABOR RATES. BROKEN OR MISSING COMPONENTS WILL BE BILLED AT CURRENT REPLACEMENT COSTS. CUSTOMERS MAY BE BILLED FOR THE ENTIRE COST OF REPLACEMENT MACHINE IF RETURNED EQUIPMENT IS UNREPAIRABLE.

## TO BE COMPLETED BY CUSTOMER

SIGNATURE:  DATE: 01/24/2024

PRINT NAME: Cassie Franklin DURATION OF RENTAL: 60 days

SEND COMPLETED FORM TO TOOLRENTALS@HIPCO.COM














# Equipment Rental 1.23.24\_SD

Final Audit Report

2024-01-24


Created:	2024-01-24
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 Agreement completed.

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