

We recommend both the **renter** and **owner** leave with a copy of this document.

- No Photocopier? Take a picture on your phone.
- Don't have insurance for this rental? See the contact numbers on the bottom of this template.

**PLEASE NOTE:**

Rent My Gear Ltd provides templates to its users as a courtesy & general guide for safe renting.

Arrangements made in this agreement have nothing to do with Rent My Gear Ltd.

Rent My Gear takes no responsibility for any damaged or stolen equipment or any other circumstance resulting from rental arrangements through our site.

## Rental Agreement

### 1. RENTER / OWNER DETAILS:

Owner's Name:	
Owner's Ph. Number:	
Company:	
Owner's Address:	

Renter's Name:			
Renter's ID Number:		ID Type:	
Renter's Ph. Number:			
Renter's Address:			

### 2. RENT MY GEAR BOOKING REFERENCE:

Item:

Booking Number:

**3. INSURANCE DETAILS:****OWNER is covered by insurance to rent equipment out to RENTER:** YES / NO

Insurance Company:

Policy Number:

**RENTER is covered by insurance to lend equipment from OWNER:** YES / NO

Insurance Company:

Policy Number:

**Whose insurance policy will be used to cover any damage or loss?**

OWNER'S POLICY / RENTER'S POLICY

**Who will pay the excess if the insurance cover is required to cover damage or replacement costs?**

THE OWNER / THE RENTER

**How much is the excess on the policy?**

\$ \_\_\_\_\_

**What is the agreed process if the cost of the repair or replacement amounts to lower than the excess?** THE OWNER COVERS DAMAGES THE RENTER COVERS DAMAGES OTHER:

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**4. CONDITIONS OF RENTAL:**

a. Pickup Date / Time:

b. Return Date / Time:

c. Custom conditions if returned late:

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d. Areas where the equipment is not to be used:

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e. People who are not authorised to use the equipment:

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f. Other custom conditions:

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#### **5. RENTAL TERMS AND CONDITIONS:**

1. The RENTER shall keep and maintain the rented equipment during the terms of the rental at his own cost and expense. He shall keep the equipment in a good state of repair, normal wear and tear excepted.
2. Unless an alternative insurance arrangement has been stated in this contract, the RENTER shall pay the OWNER full compensation for replacement and/or repair of any equipment which is not returned because it is lost or stolen or any equipment which is damaged and in need of repair to put it into the same condition it was in at the time of rental, normal wear and tear excepted. The OWNER's invoice for replacement or repair is conclusive as to the amount RENTER shall pay under this paragraph for repair or replacement.
3. The RENTER shall adhere to the conditions stated in clauses 4a, 4b, 4c, 4d, 4e & 4f. If there is a circumstance where the RENTER needs to break the conditions of these clauses, they must seek permission that can be proven before proceeding to break these conditions.
4. The equipment shall be delivered to RENTER and returned to OWNER at the RENTER's risk, cost and expense. If the equipment is delivered back early, the OWNER is not obliged to give a refund for the remaining days. If the equipment is delived back late, the renter shall adhere to the conditions in clause 4c.
5. No allowance will be made for any rented equipment or portion thereof which is claimed not to have been used. Acceptance of returned equipment by OWNER does not constitute a waiver of any of the rights OWNER has under the rental agreement.
6. If the RENTER is in default of any of the terms and conditions of this agreement, the OWNER, and his agents, at the RENTER's risk, cost and expense may recover the rented equipment as long as the actions of the OWNER fall within the laws of New Zealand.
7. The RENTER shall not pledge or encumber the rented equipment in any way. The OWNER may terminate this agreement immediately upon the failure of RENTER to make rental payments when due, or upon RENTER's filling for protection from creditors in any court of competent jurisdiction.

8. The OWNER is not responsible for compensating any loss of income or expenses that have resulted from any situation where the equipment fails to operate in accordance with the manufacturer's specifications and operation instructions. However, the OWNER shall refund the days the RENTER has paid for where the equipment has not been functioning.

9. RENTER indemnifies and holds OWNER harmless for all injuries or damage of any kind for repossession and for all consequential and special damages for any claimed breach of warranty.

10. The RENTER shall pay all reasonable attorney and other fees, the expenses and costs incurred by OWNER in protecting its rights under this rental agreement and for any action taken by OWNER to collect any amounts due the OWNER under this rental agreement.

11. These terms are accepted by the RENTER upon delivery of the terms to the RENTER or the agent or other representative of RENTER.

I agree to these rental terms and conditions:

**Owners signature** \_\_\_\_\_

**Date** \_\_\_\_\_

**Renters signature** \_\_\_\_\_

**Date** \_\_\_\_\_

## **Need Insurance?**

### Insurance cover and general enquires:

Darrin Madgwick  
Account Director  
Film & Entertainment

**Ph** 09 968 2153  
**M** 021 936 113  
**E** [darrinm@apexinsurance.co.nz](mailto:darrinm@apexinsurance.co.nz)

Dan Ackroyd  
Account Broker  
Apex Film & Entertainment

**Ph** 09 968 2087  
**E** [dan@apexinsurance.co.nz](mailto:dan@apexinsurance.co.nz)

### Claims enquiries and lodgment:

Adrienne Foster  
Claims Manager  
Apex Film & Entertainment

**Ph** 09 968 9772  
**E** [adrienne@apexinsurance.co.nz](mailto:adrienne@apexinsurance.co.nz)