

WMS EQUIPMENT RENTAL

RENTAL AGREEMENT | SECURITY DEPOSIT

WMS Equipment Rental ("WMS") is the rental provider. Complete this agreement before taking possession of rented equipment. This agreement incorporates the WMS Equipment Rental Terms of Service effective October 12, 2026. Please review both documents.

1. CUSTOMER INFORMATION

CUSTOMER FULL NAME

PHONE

EMAIL ADDRESS

STREET ADDRESS

CITY

STATE

ZIP CODE

2. RENTAL INFORMATION

EQUIPMENT / ITEM(S) AND ACCESSORIES RENTED

PICKUP DATE / TIME

SCHEDULED RETURN DATE / TIME

WMS STAFF ONLY - COMPLETED / VERIFIED AT PICKUP

TOTAL RENTAL FEE

RESERVATION FEE PAID

BALANCE DUE AT PICKUP

REFUNDABLE SECURITY DEPOSIT

APPLICABLE TAX

RENTAL PERIOD AND RATE

LATE RENTAL RATE

Amounts are verified against reservation and payment records. Attach an itemized equipment and deposit list for multiple items.

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3. RESERVATION FEE AND PAYMENT

A non-refundable reservation payment equal to 15% of the rental charge per order is collected online to reserve equipment and rental dates. This payment is credited toward the rental total; it is not an additional charge. The remaining rental balance and refundable security deposit are due at pickup. All payments must be made by credit card. A valid government-issued photo ID and credit card must be presented at pickup.

4. REFUNDABLE SECURITY DEPOSIT

A refundable security deposit is required at pickup and is charged to the credit card, rather than placed as an authorization hold. The amount varies by equipment, is disclosed before the reservation is finalized, and is recorded in the Rental Agreement. For multiple items, the total deposit is the sum of the disclosed item deposits. WMS may apply the deposit to unpaid rental charges, late charges, damage beyond normal wear and tear, theft or loss, missing accessories, excessive cleaning, or fuel needed to restore the pickup fuel level. WMS will provide an itemized explanation of deductions and refund the unused deposit to the original payment card after return, inspection, and determination of amounts owed. Bank processing times may affect when the refund appears. The deposit does not limit the renter's responsibility for amounts owed.

CUSTOMER INITIALS

DATE

5. EQUIPMENT INSPECTION AND SAFE USE

Customer agrees to inspect equipment with WMS at pickup, identify existing damage or missing items, and acknowledge receipt of operating and safety instructions. The renter is responsible for equipment and supplied accessories from pickup until return and acceptance by WMS. Use equipment only for its intended purpose and follow instructions; operate safely and lawfully; secure it during loading, towing, transport, and storage; and protect it from theft and loss. Return it clean, in working condition, and with all accessories, normal wear and tear excepted.

CUSTOMER INITIALS

DATE

6. INCIDENT REPORTING AND EQUIPMENT MALFUNCTIONS

Notify WMS immediately of any accident, collision, damage, theft, loss, disappearance, or unsafe operation involving rented equipment. Stop using unsafe or damaged equipment and cooperate in documenting and investigating the incident, including contacting law enforcement when appropriate. Customer may not repair, alter, or modify equipment without WMS authorization.

CUSTOMER INITIALS

DATE

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7. CUSTOMER RESPONSIBILITY AND ASSUMPTION OF RISK

Operating, towing, loading, and transporting equipment involve risks of injury, property damage, and loss. Customer accepts risks inherent in lawful use and possession to the extent permitted by California law. This does not waive rights that cannot legally be waived, including claims based on WMS gross negligence, willful misconduct, or violations of law. The renter is responsible for damage beyond normal wear and tear and for theft, loss, or missing accessories. WMS will document the condition and provide an itemized assessment of reasonable repair costs or, when equipment is lost or cannot reasonably be repaired, replacement costs. Normal wear and tear and minor cosmetic scratches from ordinary use are not charged. Amounts already paid or applied will be credited.

8. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by California law, Customer agrees to indemnify, defend, and hold harmless WMS and its owners, officers, employees, and agents from third-party claims, liabilities, losses, and reasonable costs arising from Customer possession, towing, transportation, operation, misuse, or storage of rented equipment, except to the extent caused by WMS negligence, gross negligence, willful misconduct, or conduct for which liability cannot lawfully be excluded.

CUSTOMER INITIALS

DATE

9. ADDITIONAL CHARGES AND CARD ON FILE

At pickup, the cardholder must complete and sign a separate credit card authorization to securely store the card through Square and authorize applicable rental-related charges. WMS will provide an itemized notice before charging additional amounts and will credit any deposit already applied to avoid duplicate charges. This agreement does not replace the separate cardholder authorization. Do not enter full card numbers or security codes on this form.

10. GENERAL TERMS AND SIGNATURES

The Terms of Service form part of this agreement. Customer acknowledges receiving or having access to them before signing. Customer cancellations forfeit the 15% reservation payment; extensions require approval before the scheduled return. California law governs. If a provision is unenforceable, the remaining provisions continue to the extent lawful.

Customer confirms the information provided is accurate and agrees to this agreement and the incorporated Terms. Type your full name below. At pickup, review, sign, and date the printed agreement before equipment is released.

CUSTOMER PRINTED NAME (TYPE FULL NAME)

CUSTOMER SIGNATURE AT PICKUP

DATE SIGNED

WMS REPRESENTATIVE NAME AND SIGNATURE

WMS SIGNATURE DATE
