

Business Water Solutions — Equipment Rental Agreement

SAMPLE for illustration only · Terms version v2

Customer

Legal Name	Sample Company, LLC
Billing Address	123 Main Street, Rome, GA 30161
Billing Contact	Name: Jane Smith; Email: jane@example.com; Phone: (706) 555-0100
Install Address	123 Main Street, Rome, GA 30161

Rental Summary

Equipment	Qty: 1; Model: W5
Monthly Payment	Per your quote
Term	Month-to-month (no initial term; either party may cancel on 30 days' written notice)

Terms & Conditions

Business Water Solutions — Equipment Rental Agreement

These Terms & Conditions govern the rental of water-treatment and related equipment (the "Equipment") by **Business Water Solutions ("BWS")** to the customer identified on the accompanying **Rental Invoice ("Customer")**. The Rental Invoice and these Terms together form the "Agreement."

Government and Tax-Exempt Entities

If Customer is a federal, state, or local government entity, public school or school district, or other entity entitled to sovereign or governmental immunity, then to the extent any provision of this Agreement is unenforceable against such an entity under applicable law (including, in Georgia, O.C.G.A. § 50-5-64.1(b)), that provision is void and severed, and the remainder of this Agreement remains in full force and effect as if it did not contain the voided provision. A tax-exempt Customer is not charged sales or use tax upon providing a valid exemption certificate.

1. Ownership of Equipment

BWS retains full legal and beneficial title to all Equipment; Customer receives only the right to possess and use it under this Agreement. Customer shall keep the Equipment free of all liens, security interests, and encumbrances. Customer is responsible for all applicable sales, use, rental, and similar transaction taxes on the rental, which BWS will calculate, collect, and remit where it is required to do so; no such tax is added in jurisdictions where BWS is not required to collect it. Customer is not responsible for filing fees or penalties assessed against BWS or relating solely to this Agreement.

2. Complete Agreement

This Agreement, including the Rental Invoice and any exhibits, is the entire agreement between the parties and supersedes all prior negotiations and representations, written or oral. No amendment is valid unless in writing and signed by both parties. Customer acknowledges receipt and review of both these Terms and the Rental Invoice — which states the Equipment, the monthly rent, any initial term, and the Permitted Location — before executing this Agreement.

3. Authorized Signer

The person accepting this Agreement on behalf of Customer represents and warrants they have full authority to bind Customer, which shall be liable for all obligations hereunder regardless of the signer's actual authority.

4. Liability, Insurance, and Indemnity

(a) Customer is liable for damage to, loss of, or destruction of the Equipment arising from Customer's use, misuse, negligence, or failure to maintain it per BWS's specifications, and shall reimburse BWS's reasonable repair or replacement cost.

(b) Customer shall keep the Equipment insured at replacement value, naming BWS as loss payee (the party entitled to receive insurance loss proceeds), and provide proof within 10 days of BWS's request.

(c) Customer shall defend, indemnify, and hold harmless BWS from third-party claims for bodily injury or property damage arising from Customer's use, possession, or operation of the Equipment.

(d) Customer shall maintain commercial general liability insurance covering its use of the Equipment, name BWS as an additional insured, provide that such coverage is primary and non-contributory to any insurance carried by BWS, and cause its insurers to waive subrogation against BWS.

5. Limitation of Liability

To the extent permitted by law, neither party is liable to the other for indirect, incidental, consequential, special, or punitive damages (including lost profits or business interruption), and each party's total aggregate liability under this Agreement shall not exceed the total rent paid by Customer in the 12 months preceding the claim. This limitation does not apply to Customer's indemnity obligations under the *Liability, Insurance, and Indemnity* section, to amounts Customer owes under this Agreement (including rent, fees, and the value of the Equipment itself), or to a party's willful misconduct or gross negligence.

6. Disclaimer of Warranties

EXCEPT FOR BWS'S MAINTENANCE AND REPAIR OBLIGATIONS UNDER THE *INSTALLATION, MAINTENANCE, AND CARE* SECTION, THE EQUIPMENT IS PROVIDED "AS-IS," AND BWS DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. Location of Equipment

The Equipment shall remain at the location stated on the Rental Invoice (the "Permitted Location"). Customer shall not move, relocate, or disconnect the Equipment — whether within the same premises or to a different address — without BWS's prior written approval; BWS or its authorized technicians will perform or approve any relocation. Unauthorized movement, relocation, or disconnection is a material breach.

8. Assignment

Customer may not sell, assign, transfer, pledge, or encumber this Agreement or the Equipment without BWS's prior written consent; any unauthorized assignment is void. BWS may assign this Agreement, in whole, to a successor or acquirer in connection with a merger, sale, or transfer of all or substantially all of its business or assets; upon such assignment the successor assumes BWS's rights and its service and maintenance obligations, and BWS is released from obligations arising after the assignment. This Agreement binds and benefits the parties' respective successors and permitted assigns.

9. Commencement, Payment, and Due Dates

(a) This Agreement commences when the Equipment is delivered to and accepted by Customer at the Permitted Location (the "Commencement Date"); rent accrues from that date.

(b) Customer shall pay the monthly rental charge shown on the Rental Invoice, due monthly per the invoice, payable to Business Water Solutions.

(c) If payment is not received within 15 days of the due date, Customer shall pay a late charge equal to the greater of 15% of the past-due amount or \$20. BWS may recover reasonable collection costs, including attorney fees.

10. Term and Termination

This Agreement begins on the Commencement Date and continues for the initial term, if any, stated on the Rental Invoice. If no term is stated, or after any stated initial term ends, this Agreement continues on a month-to-month basis. Once month-to-month, either party may terminate for any reason on at least 30 days' written notice. If an initial term is stated and Customer terminates before it ends, Customer shall pay all rental payments remaining for the balance of that term. In all cases Customer remains responsible for all charges through the effective termination date plus applicable taxes and shall make the Equipment available for BWS to retrieve.

11. Continuation and Rate Changes

At the end of any initial term stated on the Rental Invoice, this Agreement converts to and continues on a month-to-month basis on the same terms until terminated under the *Term and Termination* section. BWS may adjust the monthly rate on at least 30 days' written notice; Customer's continued use after the effective date constitutes acceptance.

12. Installation, Maintenance, and Care

Customer shall operate the Equipment per BWS's specifications, keep it clean and in good order, and make it available for BWS service visits at reasonable times. BWS performs routine maintenance and repair at no additional charge; non-routine repairs, extra cleaning, relocation, or damage from Customer misuse may be charged to Customer at BWS's standard rates. Customer shall not repair, modify, or open the Equipment.

13. Water Source, Quality, and Leak Risk

Water supplied through the Equipment originates from Customer's building water supply, which BWS does not control; BWS makes no warranty as to the potability, quality, taste, or fitness of that source water. The Equipment filters or treats water to reduce certain impurities, but BWS does not warrant that the treated water will meet any particular purity, quality, taste, or health standard, or that the Equipment removes any specific contaminant, unless expressly stated in writing; BWS's obligation is limited to maintaining the Equipment and replacing filters on its standard schedule, and Customer is responsible for any water testing it deems necessary for its intended use. Customer is responsible for providing adequate electrical, water-supply, and drainage connections meeting BWS's specifications, for preventing and promptly reporting any leak, overflow, or condensation, and for any resulting damage to Customer's premises, property, or business. BWS is not liable for damage arising from leaks, condensation, overflow, or inadequate or improper drainage, except to the extent caused by BWS's own negligence.

14. Return of Equipment

On termination, Customer shall make the Equipment available at the Permitted Location in clean condition (ordinary wear excepted) and grant BWS reasonable access to disconnect and remove it. BWS will perform the disconnection and removal and may inspect the Equipment on retrieval.

15. Default and Remedies

(a) Customer is in default if any payment is more than 30 days late; Customer breaches a material term and fails to cure within 15 days of written notice; Customer becomes insolvent, files bankruptcy, or ceases operations; or the Equipment is unlawfully removed.

(b) On default, BWS may, without waiving any other right: suspend service; terminate this Agreement; repossess the Equipment (Customer granting reasonable access to the Permitted Location), to the extent permitted by law; and recover all accrued rent, late fees, and reasonable repossession, refurbishment, attorney, and collection costs.

(c) No failure to exercise a remedy is a waiver.

16. Governing Law; Venue; Jury Waiver

This Agreement is for commercial business purposes only. It is governed by the laws of the State of Georgia, without regard to its conflicts-of-law rules; Customer consents to the exclusive jurisdiction and venue of the state and federal courts located in Floyd County, Georgia. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY ACTION ARISING FROM THIS AGREEMENT.

17. Manner of Execution

This Agreement may be executed in counterparts, each an original. Electronic delivery and electronic signatures — including acceptance by clicking "I agree" (clickwrap) or via an e-signature platform — have the same force as manually executed originals, and each party consents to transact and sign electronically. Each electronic acceptance is recorded with the date and time, the version of these Terms displayed, and a content hash of those Terms, and binds Customer to that version; later changes to these Terms do not apply unless agreed in writing. On execution, Customer receives an electronic copy of this Agreement and may re-download it through a secure link.

18. Miscellaneous

- (a) **Severability** — if any provision is unenforceable, the remainder stays in effect.
- (b) **Waiver** — no waiver is effective unless written and signed.
- (c) **Notices** — in writing, by hand, email, or certified mail to the addresses on the Rental Invoice.
- (d) **Relationship** — this Agreement creates a lessor-lessee relationship only; neither party is the other's agent or partner.
- (e) An electronic copy of this Agreement has the same legal effect as an executed original.

Signatures

Business Water Solutions: BWS Account Executive

Customer: Sample Company, LLC

Signature: _____

Name: _____

Title: _____

Date: _____