

# DAMAGE/ RENTAL AGREEMENT

**OWNER:**

**CUSTOMER / RENTER INFO:**

**Big Boy Toys (BBT)**  
8254 Huffine Ln  
Bozeman, MT 59718-8118

Owner and Customer/Renter agree as follows:

Customer/Renter expressly agrees and promises to accept and assume all damages to rented equipment during the duration of the rental period and any loss of future rentals due to damages incurred.

- Parts must be purchased by BBT and retail prices will be charged;
- Labor rate is \$75 per hour;
- BBT has 72 hours after equipment is returned to check for damages;

If equipment is deemed a total loss as determined by Owner, customer/renter expressly agrees to pay BBT, immediately, the fair market value of said equipment.

**TERMS:**

Full payment at time of rental. (Established open accounts are net 30. Past due accounts bear late payment penalties at 1½% per month);

Rental property must be returned on-time or BBT must be provided prior notice of any request for extended time. Failure to timely return rental property shall constitute a breach of this Contract and Customer may be assessed at double the hourly rate for the late return if returned more than an hour late. (See scale below). Failure to return property may result in a criminal prosecution pursuant to section 45-6-504, MCA.

If Renter breaches this Contract they shall be liable for all collection costs incurred in enforcing the terms of this Contract. If any legal action or proceeding arising out of or relating to this Contract is brought by either party to this Contract, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, their reasonable attorney's fees, costs, and expenses incurred in the action or proceeding herefrom.

The undersigned Lessee, hereby acknowledges receipt of items listed below rented this date from BBT at the rental rate indicated, to all Terms and Conditions on Contract Agreement stated on page hereof, and for the period as shown under Return Date/Time.

**OWNER (BBT):**

**CUSTOMER / RENTER:**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date