



Mix it Up Marketplace

Second Hand, New, and Consignment

Mix it Up Marketplace LLC
112 N Main Street, Butternut, WI 54514
715-769-3711

Mixitupmarketplace.com

Jean Yaunke, Owner

Equipment Rental Agreement

Thank you for choosing Mix it Up Marketplace to assist with your Baking, Cooking, or Party needs. We look forward to an ongoing, mutually successful business relationship with you.

Owner rents to Renter and Renter rents from Owner subject to the Terms and conditions of the Agreement. Owner and Renter are hereinafter collectively referred to as "Parties". Headings are inserted for the convenience of the Parties only, and are not to be considered when interpreting this Agreement.

On this day _____, Mix it Up Marketplace LLC (Owner) and _____
(Renter) do hereby enter into the following Agreement:

1. **Ownership:** Mix it Up Marketplace warrants, covenants and agrees that the Equipment being rented is the absolute property of its Owner, and that there are no liens, judgments or other encumbrances against the Ownership, including all rights of sale or transfer. Owner shall at all times retain Ownership and title to the Equipment.
2. **Term:** This Agreement shall commence on the effective date _____ (same date as written above) and remain in full force and effect until the Equipment is returned to the Owner. Renter shall return the Equipment on _____ (enter date), unless Terminated earlier consistent with the Terms herein.
3. **Payment:** Renter shall pay \$ _____ (inclusive of sales tax) for the Term shown in Section 2. The rental fee will be paid prior to the Renter taking possession of the Equipment.
4. **Security Deposit:** Renter shall pay a deposit of \$ _____ prior to taking possession of the Equipment. Owner may use the deposit to cover any amounts due under this Agreement. Provided that the Renter has performed all of the Renter's obligations under this Agreement:
 - a) If deposit is provided in cash, Refund will made in cash or check at the time of equipment return (for all items except electrical equipment).
 - b) If deposit is provided by check, Refund will be made by cash or check after Renter deposit check has cleared Owner's bank, or at the time of equipment return, whichever is later (for all items except electrical equipment).
 - c) If the deposit is provided by credit card, Refund will be provided to the same credit card on the date of equipment return (for all items except electrical equipment).
 - d) Electrical equipment refunds may take an extra 3 days from return of an item, to allow it to be tested for correct functioning.**

5. Additional Charges: Renter shall also pay other charges in accordance with this Agreement due upon return of Equipment, to the fullest extent allowed by law, including, but not limited to:
 - a) Charges for optional services, \$_____ for _____(state here),if any;
 - b) Cleaning fee of \$10.00, if Equipment is returned in unclean condition,
 - c) A \$_____ charge per day for late return of the Equipment (including all parts – A list of parts shall be provided along with instructions or manual) or the highest amount allowable under law;
 - d) Loss of, or damage or repair to the Equipment, loss of use, diminution of the Equipment's value caused by damage to it or repair to it or missing parts, and costs to enforce such charges including administrative fees for processing the claim and legal expenses;
 - e) All expenses Owner incurs due to Renter's failure to return the Equipment including costs in locating and recovering the Equipment (including all parts);
 - f) All costs incurred to collect unpaid monies due, and
 - g) Thirty-five dollars (\$35.00) or the maximum amount allowed by law, whichever is greater, for making payments with insufficient funds.

6. Delivery and Location of Equipment: The Renter will, at the Renter's expense, pick up and transport the Equipment from 112 N. Main St, Butternut, WI 54514 or _____
(alternate mutually agreed upon pick-up location, cross one out). During the Term, Equipment shall be located at _____,
unless expressly agreed in writing by Owner.

7. Care of Equipment: Equipment shall only be used in a careful and proper manner and shall not be used in any way inconsistent with Owner's instructions or manuals.

8. Repair and Alterations: Renter will not alter, modify, or attach anything to the Equipment and Equipment shall not be serviced, repaired, or have parts and accessories replaced without Owners prior written consent. The costs of all repairs made during the Term shall be paid by Renter, including but not limited to labor, material, parts, and other items.

9. Restrictions on Use: Renter shall not:
 - a) Operate, use, maintain or store the Equipment in a manner likely to cause damage to the Equipment;
 - b) Permit the Equipment to be used by any person who is not authorized to use such Equipment;
 - c) Operate or use the Equipment or permit it to be used in violation of law; and/or
 - d) Operate or use the Equipment or permit it to be operated or used to commit a violation of law.

10. Loss or Damage: Renter shall alert Owner to any damage to the Equipment. Renter shall be responsible for any loss or damage to Equipment and loss of use, or diminution of the Equipment's value caused by damage to it, repair to it, or missing parts.

11. Insurance: No insurance coverage for the Equipment is required by the Renter under this Agreement.

12. Condition of Equipment: The Condition of Equipment Checklist attached is hereby incorporate by reference. Renter acknowledges that Renter has examined the Equipment and that it is in good condition except as otherwise specified in the Checklist. OWNER MAKES NO WARRANTY, EXPRESS OR IMPLIED, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, AND EXPRESSLY EXCLUDES AND DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

13. Return of Equipment: Renter shall transport and return the Equipment on the date specified in Section 2 (or an earlier date) in the same condition as Renter received it, except for normal wear and tear. Renter shall return the Equipment to 112 N. Main St, Butternut, WI 54514 or _____ (alternate mutually agreed upon pick-up location, cross one out). If Equipment is not returned by said date, Owner reserves the right to take action necessary to regain possession of the Equipment.
14. Renewal: The Renter may renew this Agreement for an additional Term if the Owner agrees, and if the Renter is not in default of any of the Terms of this Agreement. Other than as agreed upon in writing between the Parties, the renewal will be on the same Terms as this Agreement, except for the renewal clause.
15. Termination: This Agreement shall Terminate on the date specified in Section 2 (or at the extended date if renewal is issued pursuant to item 14) or when the Equipment is returned to the Owner, whichever is earlier.
16. Indemnification and Liability:
- a. The equipment provided shall be warranted to be in good operating condition at the time of pickup. The foregoing is the sole and exclusive warranty of Mix It Up Marketplace. If the equipment is not operational, Renter shall be entitled to return of rental fee. All other warranties written or oral, statutory, expressed or implied, including, without limitation, any implied warranty or merchantability or fitness for any particular purpose, are hereby disclaimed by Mix it Up Marketplace and excluded from these terms of sale.

In no event shall Mix It up Marketplace be liable for any special, indirect, incidental or consequential damages including, but not limited to loss of profit or revenues, loss of use of the products provided or any associated products or equipment, damage to associated products or equipment, cost of capital, cost of substitute products or equipment, facilities, downtime costs, labor or associated expenses, or claims of Renter's customer for such costs.

- b. Renter shall indemnify, defend and hold harmless Owner from and against any claim, demand, cause of action, loss or liability (including attorney's fees and expenses of litigation) for any property damage or personal injury arising from Renter's use of Equipment by any cause, except to the extent caused by Owner's gross negligence or willful misconduct. The provisions of this Article shall survive the Termination of this Agreement with respect to any claims or liability accruing before such Termination. **IN NO EVENT SHALL OWNER BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES ARISING FROM RENTER'S USE OF EQUIPMENT, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS AND LOSS OF REVENUE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.**
17. Waiver: No failure of Owner to exercise or enforce any of its rights under this Agreement shall act as a waiver of subsequent breaches; and the waiver of any breach shall not act as a waiver of subsequent breaches. Owner's acceptance of payment with knowledge of a default by Renter shall not constitute a waiver of any breach.
18. Severability: In the event any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, that provision will be enforced to the maximum extent permissible under applicable law, and the other provisions of this Agreement will remain in full force and effect. The parties further agree that in the event such provision is an essential part of this Agreement, they will begin negotiations for a suitable replacement provision.

19. Entire Agreement: This Agreement represents the entire understanding relating to the subject matter hereof and prevails over any prior or contemporaneous, conflicting, or additional communications. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.
20. Assignment: Renter may not, without prior written consent of Owner, transfer or assign this Agreement or any part thereof. Any attempt to do shall be a material default of the Agreement and shall be void.
21. Counterparts: This Agreement and any amendment thereof, may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Facsimile signatures are binding and are considered to be original signatures.
22. General Terms: This Agreement will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors, and assigns, as the case may be, of each Party to this Agreement.
23. Special Clause: Neither Party will be liable in damages or have the right to Terminate this Agreement for any delay or default in performance if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, government restrictions, wars, insurrections, natural disasters, such as earthquakes, hurricanes, or floods and/or any other cause beyond the reasonable control of the Party whose performance is affected.
24. Mix it Up Marketplace reserves the right to reject any rental of Equipment for any reason whether or not the Renter has previously rented from us.
25. Renter acknowledges receipt of a copy of this Agreement and acknowledges having read and understood the foregoing.

Print Owner's Name

Print Renters Name

Owner's Signature

Renter's Signature

Date

Date

Preferred Method of Contact: Email, Phone call, Phone text, Mail (circle one)

Renter Contact Information

Renter Address

Renter Telephone Number

Renter Email Address
