



TOOL RENTAL AGREEMENT

This Rental Agreement ("Agreement") is entered into by and between **Floors Supplies Plus LLC** ("Provider") and the individual or entity renting tools ("Renter") under the terms set forth below.

1. TERMS AND DEFINITIONS

- **Tools:** Refers to hand tools, power tools, and related equipment, excluding vehicles and large equipment.
- **Rental Period:** The agreed duration during which the Renter is entitled to use the tools, as specified in this Agreement.
- **Provider Location:** All rentals and returns are conducted exclusively within Michigan, as outlined in this Agreement.

2. RENTAL PERIOD AND RETURN

a. Commencement and Return

- The Rental Period begins upon receipt of the tools by the Renter and ends on the agreed return date and time specified in the Agreement.
- Tools must be returned to the same location from which they were rented and in the same condition as when received, excluding normal wear and tear.

b. Failure to Return

- If tools are not returned as specified:
 - Additional rental charges will accrue until the tools are returned.
 - After 30 days of non-return, Provider may consider the tools lost or stolen and seek remedies, including legal action under Michigan law.

3. CONDITION AND USE OF TOOLS

a. Condition Upon Receipt

- Tools are provided "as is." The Renter accepts full responsibility for inspecting the tools before use.

b. Use Restrictions

- Tools must be used solely for their intended purpose and in accordance with the manufacturer's guidelines.
- Renter agrees not to misuse, abuse, or modify the tools.

4. DAMAGE, LOSS, AND TOOL PROTECTION

a. Responsibility for Damage or Loss

- The Renter is responsible for all loss of and damage to tools during the Rental Period, regardless of fault, including but not limited to theft, misuse, or neglect.

b. Optional Tool Damage Protection

- Renter may elect Tool Damage Protection for a fee equal to 15% of the rental price.
 - This coverage alleviates charges for repairs or replacement due to damage during normal use.
 - Tool Damage Protection does not cover theft, loss, or damage from misuse, neglect, or intentional acts.

c. Repair Costs Without Protection

- If Tool Damage Protection is not elected, Renter agrees to pay for repairs or replacement. The costs will not exceed the fair market value of the tools.

5. LIMITATION OF LIABILITY

During the Rental Period, Renter assumes all risks associated with the possession, custody, and operation of the tools. Provider is not liable for:

- Personal injury or death.
- Property damage or loss.
- Consequential damages, including loss of use, revenue, or profits.

6. NO WARRANTIES

The Provider disclaims all warranties, express or implied, regarding the tools, including but not limited to:

- Condition or durability.
- Merchantability or fitness for a particular purpose.

Tools are rented "as is," with all faults, and without recourse.



7. INDEMNIFICATION

Renter agrees to indemnify and hold Provider harmless from all claims, liabilities, and damages, including attorney's fees, arising from:

- Renter's misuse or negligence.
- Renter's breach of this Agreement.

8. DEFAULT AND REMEDIES

a. Default

- Renter will be in default if they fail to return tools at the end of the Rental Period or breach any term of this Agreement.

b. Remedies

- In case of default, Provider may:
 - Charge additional rental fees.
 - Recover tools or seek the fair market value of the tools.
 - Pursue legal remedies, including reimbursement for recovery costs and attorney's fees.

9. TOOL MONITORING AND INCIDENT REPORTS

a. Monitoring

- Provider reserves the right to use telematics or tracking systems on certain tools to monitor location and usage.

b. Incident Reports

- Renter must promptly report incidents of theft, damage, or accidents involving rented tools and cooperate with any investigations.

10. TEXT COMMUNICATIONS

Renter consents to receiving up to 5 text messages per day during the Rental Period for updates related to tool rentals. Renter may opt-out at any time by texting "STOP" to the designated number. Standard message and data rates apply.

11. NOTICES

Notices under this Agreement may be delivered via email or text message, using contact information provided by the Renter.

12. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Michigan.

13. SEVERABILITY

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

14. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Provider and Renter and supersedes all prior agreements. Amendments must be made in writing and signed by both parties.

ACKNOWLEDGMENT AND SIGNATURE

By signing below, Renter agrees to the terms and conditions outlined in this Agreement. Renter acknowledges receipt of the tools in good condition and accepts full responsibility for their care, use, and return as specified.

- **Tool(s) Rented:** _____
- **Renter Name:** _____
- **Address:** _____
- **Phone Number:** _____
- **Renter Signature:** _____
- **Date:** _____