

Highfill Properties Equipment Rental Liability Agreement

This Master Equipment Rental Liability Agreement (“Agreement”) is entered into as of the date signed below by and between:

Owner/Lessor: Highfill Properties LLC

Renter/Lessee: _____ (Print Full Name)

Date of Agreement: _____

1. Purpose

This Agreement establishes the terms under which the Renter may rent equipment from Highfill Properties LLC without signing a separate liability form for each rental transaction.

2. Term

This Agreement shall remain in full force and effect from the date signed until October 1, 2028 (“Expiration Date”), unless terminated earlier in writing by the Owner. The Renter remains bound by this Agreement for all rentals occurring during this period.

3. Covered Equipment

This Agreement applies to all equipment rented by the Renter from Highfill Properties LLC, regardless of type, quantity, or rental date, during the term of this Agreement.

4. Liability for Damages

The Renter shall be fully and unconditionally liable for any and all damages, theft, loss, or destruction of the equipment while in their possession, custody, or control, under any circumstance and regardless of cause. This includes, but is not limited to:

- Negligence or misuse
- Acts of third parties
- Acts of nature or unforeseen events
- Failure to return equipment

The Renter agrees to pay:

- The full cost of repair, or
 - The full replacement value if repair is not possible, plus any legal, collection, or recovery fees incurred by the Owner.
-

5. Indemnification & Assumption of Risk

The Renter assumes all risks associated with possession and use of the equipment and agrees to indemnify, defend, and hold harmless Highfill Properties LLC, its owners, employees, and agents from any claims, injuries, damages, or losses arising from such use.

6. Governing Law

This Agreement shall be governed by and construed under the laws of the State of Oklahoma.

7. Entire Agreement

This Agreement shall apply to all rental transactions between the parties during the term. It replaces the need for individual liability forms for each rental.

8. Acknowledgment & Signature

By signing below, the Renter acknowledges that they have read, understood, and agreed to be bound by the terms of this Master Equipment Rental Liability Agreement through October 1, 2028.

Renter Name (Print): _____

Renter Signature: _____

Date: _____

Owner/Representative Name (Print): _____

Owner/Representative Signature: _____

Date: _____