

Sale Terms and Conditions



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Southern Rental Equipment

Sale Terms and Conditions

1. Sale Agreement

- This Agreement governs the sale of equipment ("Equipment") by Southern Rental Equipment ("Seller") to the purchasing party ("Buyer").
- By signing the agreement, submitting payment, or accepting delivery, Buyer agrees to all terms contained herein.

2. Purchase Price and Payment

- Buyer agrees to pay 100% of the purchase price prior to delivery unless otherwise agreed in writing.
- Late payments are subject to interest at 1.5% per month (18% annually) or the maximum allowed by law.
- All payments must be made without offsets, deductions, or delays.

3. Title/Bill of Sale and Risk of Loss

- Title transfers to Buyer only upon full payment with a bill of sale.
- Risk of loss passes to Buyer upon delivery to the designated site, regardless of payment status.

4. Delivery and Site Requirements

- Buyer is responsible for ensuring the delivery site is level, accessible, and free of obstructions.
- Additional delivery or relocation fees apply for failed or delayed access, unprepared sites, or site obstructions.
- Permits, utility access, and any required inspections are the sole responsibility of Buyer.

5. Inspection and Acceptance

- Buyer may inspect the Equipment prior to delivery at its own expense.
- Failure to object in writing before or upon delivery constitutes acceptance of the Equipment as-is.

6. Condition and Warranty

- All Equipment is sold "AS IS, WHERE IS."
- Seller disclaims all warranties, express or implied, including merchantability and fitness for a particular purpose.

7. Cancellations

- Orders may be canceled before delivery only with Seller's written consent.
- A cancellation fee up to the full value of the sale may apply depending on costs incurred by Seller.
- Refunds (if any) will be offset by cancellation fees and associated expenses.

8. Insurance

- Buyer must insure the Equipment against loss or damage for at least the full replacement value until title/bill of sale is transferred.
- Until full payment is received, Buyer shall name Seller as loss payee on all applicable insurance policies.

9. Indemnification and Liability

- Buyer waives claims against Seller for damages to contents or third-party injury related to Equipment.
- Seller is not liable for incidental, consequential, or indirect damages.
- Buyer agrees to indemnify and hold harmless Seller against any claims, losses, or legal expenses arising from the sale, delivery, or use of the Equipment.

10. Default and Remedies

- Seller may terminate this Agreement and recover Equipment and all legal costs if Buyer fails to pay or breaches any term.
- Buyer consents to repossession and disposal of any personal property left in the Equipment post-default.

11. Legal Compliance

- Buyer is solely responsible for compliance with all applicable local, state, and federal regulations related to the Equipment and its use.
- Buyer agrees to indemnify Seller for any penalties, fees, or legal issues arising from non-compliance.

12. Jurisdiction and Governing Law

- This Agreement shall be governed by the laws of the State of Florida.
- Venue for legal actions shall be the county in Florida where the Seller’s principal office is located.
- The prevailing party in any dispute shall be entitled to recover reasonable attorneys’ fees and court costs.

13. Entire Agreement and Modifications

- This Agreement represents the entire understanding between the parties and supersedes all prior agreements or communications.
- No amendments or modifications shall be valid unless made in writing and signed by both parties.
- Buyer documents (e.g., POs or terms) do not override or modify these terms unless expressly agreed to in writing.

14. Severability

- If any clause is deemed invalid, the remaining provisions shall remain in full force and effect.

15. Acceptance

By signing this agreement, executing an Order that references this Agreement, taking delivery of the Equipment, or other commercially acceptable methods of acceptance, Buyer agrees to the terms of this Agreement.

Lessee: _____

Signature: _____

Print Name:_____

Date: _____