

## **CHAPTER 47-15 HIRING OF PERSONAL PROPERTY**

### **47-15-01. Hiring defined.**

Hiring is a contract by which one gives to another the temporary possession and use of personal property, other than goods subject to chapter 41-02.1 or money, for reward, and the latter agrees to return the same to the former at a future time.

### **47-15-02. Obligations of letter.**

One who lets personal property must:

1. Deliver it to the hirer;
2. Secure the hirer's quiet enjoyment thereof against all lawful claimants;
3. Put it into a condition fit for the purpose for which the letter lets it; and
4. Repair all deteriorations thereof not occasioned by the fault of the hirer and not the natural result of its use.

### **47-15-03. Remedy against letter.**

If a letter fails to fulfill the letter's obligations as prescribed by section 47-15-02, the hirer, after giving the letter notice to do so, if such notice may be given conveniently, may expend any reasonable amount necessary to make good the letter's default and may recover such amount from the letter.

### **47-15-04. Ordinary care.**

The hirer of personal property must use ordinary care for its preservation in safety and in good condition.

### **47-15-05. Limitation of use to purpose for which let.**

When personal property is let for a particular purpose, the hirer must not use it for any other purpose. If the hirer uses it for a purpose other than that for which it was let, the letter may hold the hirer responsible for its safety during such use in all events, or may treat the contract as thereby rescinded.

### **47-15-06. Title to products.**

The products of personal property hired, during the hiring, belong to the hirer.

### **47-15-07. Injuries - Reparation by hirer.**

The hirer of personal property must repair all deteriorations or injuries thereto occasioned by the hirer's ordinary or gross negligence.

### **47-15-08. Expenses borne by hirer.**

A hirer of personal property must bear all such expenses concerning it as naturally might be foreseen to attend it during its use by the hirer. All other expenses must be borne by the letter.

### **47-15-09. Termination of hiring in general.**

The hiring of personal property terminates:

1. At the end of the term agreed upon;
2. By the mutual consent of the parties;
3. By the hirer's acquiring a title to the property hired superior to that of the letter;
4. By the destruction of the property hired; or
5. If the hiring is terminable at the pleasure of one of the parties thereto, by notice to the other of the party's death or incapacity to contract, but in no other case is it terminable thereby.

**47-15-10. Termination before end of term by letter.**

The letter of personal property may terminate the hiring and reclaim the property before the end of the term agreed upon when the:

1. Hirer uses or permits a use of the property hired in a manner contrary to the agreement of the parties; or
2. Hirer does not make, within a reasonable time after request, such repairs as the hirer is bound to make.

**47-15-11. Termination before end of term by hirer.**

The hirer of personal property may terminate the hiring before the end of the term agreed upon:

1. When the letter, within a reasonable time after request, does not fulfill the letter's obligations, if any, as to placing and securing the hirer in the quiet possession of the thing hired, or putting it into a good condition, or repairing it; or
2. When the greater part of the property hired, or that part thereof which was, and which the letter at the time of the hiring had reason to believe was, the material inducement to the hirer to enter into the contract, perishes from any cause other than the ordinary or gross negligence of the hirer.

**47-15-12. Payment of proportionate hire.**

When the hiring of personal property is terminated before the time originally agreed upon, the hirer must pay the due proportion of the hire for such use as the hirer actually has made of the property unless such use is merely nominal and of no benefit to the hirer.

**47-15-13. Return of property by hirer.**

At the expiration of the term for which personal property is hired, the hirer must return it to the letter at the place contemplated by the parties at the time of hiring, or if no particular place was contemplated by them, at the place at which it was at the time of hiring.