

# Ready Rental

## Terms and Conditions

Please read carefully. Customer agrees to be bound by these Terms and Conditions by submitting their order.

- 1. Customer's Order; Rented Equipment.** Customer has submitted an order to rent certain equipment owned by Danville Ready Rental LLC, an Illinois limited liability company ("**Ready Rental**"). The specific equipment to be rented is set forth in Customer's order (collectively, the "**Equipment**"). All orders are subject to review and approval by Ready Rental.
- 2. Cancellation Policy.** Customer may cancel his or her order up to 72 hours before the commencement of the Rental Period and receive a full refund of his or her Deposit or cancel his or her order up to 24 hours before the commencement of the Rental Period and receive a 75% refund of their Deposit. Cancellations made within 24 hours of commencement of the Rental Period, or failure to pick up the Equipment, will not be eligible for a refund. Refunds will be processed to the original payment method within **7-10 business days**. Notwithstanding, in cases of emergency (e.g., extreme weather, natural disaster, or accidents), we may offer a partial refund of the Rental Fee or reschedule the Rental Period at Ready Rental's sole discretion.
- 3. Rental Period.** Ready Rental hereby rents the equipment to Customer for the period set forth in Customer's order (the "**Rental Period**").
- 4. Rental Fee; Rental Rate.** Customer shall pay the total rental fee (the "**Rental Fee**") set forth in Customer's order, as determined based on the corresponding rental rates set forth in Customer's order, and any corresponding taxes without any offsets, deductions or claims.
- 5. Deposit.** Customer's credit card will be charged a deposit equal to the full Rental Fee at the time Customer's order is approved by Ready Rental (the "**Deposit**"). In addition to securing the payment of the Rental Fee, Customer agrees that the Deposit shall be deemed to be a guarantee by Customer for the full and complete performance of each and all of the terms set forth in these Terms and Conditions. In the event of any breach by Customer, the Deposit will be credited against any damages, cost or expense incurred by Ready Rental as a result of the breach.
- 6. Payment; Time of Payment.** All remaining amounts due shall be due and payable at the end of the Rental Period. A carrying charge of 2% per month (24% per annum) will be charged on all payments outstanding after 30 days, or the maximum amount allowed by applicable law. Customer agrees that Ready Rental reserves the right to charge Customer's credit card for any amount owed by Customer pursuant to this section due to late or past due payment(s) or otherwise.

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- 7. Equipment Check-out.** The Equipment will be available for check-out at Ready Rental's premises at scheduled commencement of the Rental Period. Customer agrees to check-out the Equipment as directed by Ready Rental employees. Ready Rental reserves the right to change its check-out procedures at any time.
- 8. Condition of Equipment.** By accepting the equipment at check-out, Customer acknowledges that he or she has had an opportunity to inspect the equipment, finds it suitable for his or her needs and in good working condition.
- 9. Warranties; Disclaimer of Warranties.** Ready Rental warrants only that the Equipment will be in good working condition at the time of check-out. There are no warranties, express or implied, of merchantability or fitness for any particular purpose. There is no warranty that the Equipment is suited for Customer's intended use, or that it is free from defects.
- 10. Use of Equipment.** Customer agrees that he or she understands the normal and customary use of the Equipment and further agrees that it shall be used and operated only in conformity with its normal and customary use, and according to its specifications and its customary safety practices. Customer is responsible for familiarizing himself or herself with all specifications and customary safety practices. Customer is solely responsible for advising any employees using the Equipment or in the vicinity of the Equipment of all specifications and customary safety practices. Customer agrees not to allow use of the Equipment by any authorized third-party who is untrained in its operation or unfamiliar with its normal and customary use, specifications and customary safety practices.
- 11. Usage Limit.** Except as to party equipment, the rental rate is calculated based on eight (8) hours per day. Except as to party equipment, usage of the Equipment beyond eight (8) hours on any given calendar day shall result in an additional charge of 1/8<sup>th</sup> of the corresponding rental rate set forth in Customer's order per hour of excess usage. Customer will truthfully and accurately certify the amount of any excess usage at the time Customer returns the equipment.
- 12. Compliance.** Customer shall, at Customer's sole expense, comply with all applicable municipal, state, and federal laws, ordinances and regulations (including but not limited to those relating to worker safety or the environment), building and zoning codes, professional licenses, and licenses and permits which may apply to the use of the Equipment.
- 13. Customer Jobsite.** Customer agrees to use and keep the Equipment at the job site set forth in Customer's order unless Ready Rental approves otherwise in writing.
- 14. Prohibited Uses.** Customer acknowledges that he or she is prohibited from using the Equipment in the following circumstances: (i) use for illegal purposes or in an illegal manner; (ii) use when the Equipment is in bad repair or is unsafe; (iii) use of the Equipment

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which deviates from its normal and customary use (i.e., improper or unintended use or misuse); (iv) use when the Equipment will be exposed to hazardous material or waste; (v) use by anyone other than Customer and/or his or her employees without Ready Rental's express written permission; (vi) use at any location other than the job site furnished to Ready Rental without Ready Rental's express written permission (this does not apply to mobile equipment).

- 15. Replacement of Malfunctioning Equipment.** If the Equipment becomes unsafe or fails as a result of normal use, Customer agrees to discontinue use and notify Ready Rental who will replace the Equipment with similar equipment in good working order, if available. If similar equipment is not available Customer's sole remedy shall be the termination of the Rental Period at the time of failure, at which time the Rental Fee shall be apportioned through the time of failure according to the corresponding rental rate and the balance refunded to Customer. Refunds will be processed to the original payment method within **7-10 business days**.
- 16. Quality of Care.** Customer agrees that he or she is responsible for returning the Equipment to Ready Rental in the same condition as when it was picked up by Customer at check-out, reasonable wear and tear expected. Customer shall be responsible for all damages to or loss of the Equipment from the time Customer takes possession of the Equipment until the Equipment is returned to Ready Rental. In the case of the loss or destruction of any Equipment, or inability or failure to return same to Ready Rental for any reason whatsoever, Customer will pay Ready Rental the then full replacement list value of the equipment together with the full rental rate calculated on a daily basis according to Customer's order until such Equipment is replaced. If the Equipment is returned in damaged or excessively worn condition, Customer shall pay Ready Rental the reasonable cost of repair together with the full rental rate calculated on a daily basis according to Customer's order until all repairs to such Equipment have been completed, regardless of whether the repair is completed by Ready Rental or, at Ready Rental's option, a third-party. Ready Rental shall be under no obligation to commence repair work until Customer has paid to Ready Rental the estimated cost therefor. Customer agrees that Ready Rental reserves the right to charge the credit card for any amount owed by Customer pursuant to this section due to damaged or lost Equipment.
- 17. Reasonable Wear and Tear.** Reasonable wear and tear of the Equipment shall mean only the normal deterioration of the equipment caused by normal and customary use of the Equipment.
- 18. Return of Equipment.** Customer agrees to return the equipment to Ready Rental at its premises and as directed by Ready Rental employees. Ready Rental reserves the right to change its return procedures at any time.

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- 19. Time of Return.** The customer's right to possession terminates on the expiration of the Rental Period and retention of possession after this time constitutes a material breach of this contract. Time is of the essence of this contract. Any extension must be mutually agreed upon in writing.
- 20. Late Return.** Customer agrees that if the Equipment is held beyond the expiration of the Rental Period, Customer shall be charged the rental rate calculated on a daily basis according to Customer's order plus a \$100.00 per day late fee.
- 21. Cleanliness.** Customer agrees that he or she is responsible for returning the Equipment to Ready Rental in clean condition and further agrees to pay a \$100.00 cleaning fee in the event the Equipment is returned in unclean condition. Customer agrees that Ready Rental reserves the right to charge the credit card for any fee owed by Customer pursuant to this section.
- 22. Loading and Unloading Equipment.** The Customer is responsible for loading and unloading the Equipment. If Ready Rental's employees assist in loading or unloading the Equipment, Customer agrees to assume the risk of, and hold Ready Rental and its officers, directors, members, managers, employees, shareholders, and affiliates harmless for any property damage or personal injuries, including damage and personal injuries attributable to the negligence of Ready Rental and/or its employees.
- 23. Indemnify and Hold Harmless.** Customer agrees to indemnify and hold harmless Ready Rental and its officers, directors, members, managers, employees, shareholders, and affiliates from any and all claims, losses, costs, damages, and expenses of every kind and nature, including legal costs, for sickness, injury to, or death of, and to loss of or damage to real or personal property of, Customer or any third-party arising out of Customer's possession, operation, use, maintenance, or return of the Equipment. Customer shall notify Ready Rental immediately if the Equipment is involved in, or a part of, an accident and shall furnish Ready Rental with a complete report of any accident involving the Equipment, including names and addresses of all persons involved and all witnesses. Customer is responsible for all damage, injuries, or loss arising from any accident or act of any and every nature whatsoever relating to the possession or use of the rented Equipment, including, but not limited to, any damage caused by the failure of any device or material used in hitching the Equipment to a towing vehicle, regardless of who furnished and regardless of who hitched the Equipment. **Ready Rental is not liable for damage to the customer's bumper or automobile done by detachable hitches, towbars, or other detachable equipment.** Ready Rental shall not be responsible for any loss, damage, or injury to Customer, his or her employees, or his or her property, including lost profits, incidental, special or consequential damages, in any way connected with the operation of, use of, defect in, or failure of the Equipment.

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- 24. No Assignments, Subleases, and Loans of Equipment.** Customer shall not sublease, sub-rent, assign or loan the Equipment without first obtaining the written consent of Ready Rental, and any such action by Customer, without Ready Rental's written consent, shall be void. Ready Rental may at any time, without notice to Customer, transfer or assign its interest hereunder, the Equipment, or both.
- 25. Collection Costs.** Customer agrees to pay all reasonable collection, attorney's and court fees, and other expenses involved in the collection of the charges or enforcement of Ready Rental's rights under the contract.
- 26. Default; Repossession.** Under a failure to pay any amount due hereunder or other breach of these Terms and Conditions, Ready Rental may do any one or more of the following: (a) terminate the Rental Period, (b) declare the full amount of the Rental Fee immediately due and payable, and (c) take possession of and remove the Equipment from wherever it is, and Customer hereby consents to such entry, re-taking and repossession and waives any claims for damage or loss arising from the re-taking and repossession of the Equipment. Ready Rental reserves the right to pursue any and all other remedies available by law.
- 27. Property Rights.** Customer agrees that rental of the Equipment does not grant Customer any title or property rights in the Equipment, and all title and property rights shall remain with Ready Rental. Customer has no option to purchase the Equipment.
- 28. Credit Card.** Customer must keep a valid credit card on file at all times during the Rental Period.
- 29. Dumpster Rental Policy.** In the event the total load exceeds the maximum weight limit of four (4) tons for standard dumpsters or six (6) tons for large dumpsters, an additional fee of \$80.00 per ton over the limit will be charged. Customer agrees that Ready Rental reserves the right to charge Customer's credit card for any amount owed by Customer pursuant to this section.
- 30. General Terms.** Customer's order and these Terms and Conditions constitute the complete and entire agreement concerning Customer's rental of the Equipment. The provisions hereof shall inure to the benefit of and be binding upon the parties, their heirs, successors, and assigns and shall be severable so that the invalidity, unenforceability, or waiver of the provisions shall not affect the remaining provisions. Ready Rental reserves the right to amend, update, or otherwise modify these Terms and Conditions at any time and continued use by Customer of the Equipment following any such modification shall constitute Customer's acceptance of such modified Terms and Conditions. No other amendment or modification of these Terms and Conditions will be effective unless in writing and signed by the parties.

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**31. Acknowledgement.** Customer represents he or she is of legal age to enter into a binding contract and further represents that he or she has read, understands, and agrees to these Terms and Conditions.