

Danville Ready Rental LLC Terms and Conditions Version: V.2.18.2025

Please read carefully. By submitting an order, the Customer agrees to be bound by the following Terms and Conditions.

## 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 listed in the Customer's order (the "Equipment"). All orders are subject to review and approval by Ready Rental.

## 2. Cancellation Policy

Customer may cancel an order up to 72 hours before the start of the Rental Period. In such cases, a **store credit** will be issued to the Customer's account in the amount of the full deposit. If cancellation occurs within 24 to 72 hours prior to the Rental Period, 75% of the deposit will be issued as store credit. **No credit will be given** for cancellations made less than 24 hours before the Rental Period or for failure to pick up the Equipment. Under **no circumstances** will monetary refunds be issued. In the event of an emergency (e.g., extreme weather, natural disaster, or accident), store credit or a rental reschedule may be offered at the sole discretion of Ready Rental.

## 3. Rental Period

Ready Rental rents the Equipment to Customer for the time period stated in the Customer's order ("Rental Period").

#### 4. Rental Fee; Rental Rate

Customer agrees to pay the total rental fee ("Rental Fee") and any applicable taxes as stated in the order, without deductions or offsets.

#### 5. Deposit

Customer's credit card will be charged a deposit equal to the full Rental Fee once the order is approved. This deposit guarantees performance of all terms. In the event of a breach, the deposit may be applied to any resulting damages or costs.

# 6. Payment Terms

All remaining balances are due at the end of the Rental Period. A 2% monthly interest charge (24% annual) applies to unpaid balances. Ready Rental reserves the right to charge Customer's credit card for any amounts due.

## 7. Equipment Check-out

The Equipment will be available for check-out at Ready Rental's premises at the scheduled start of the Rental Period. Customer agrees to follow Ready Rental's check-out procedures.

## 8. Condition of Equipment

By accepting the equipment at check-out, Customer acknowledges the Equipment has been inspected, is in good working condition, and is suitable for the intended use.

## 9. Warranties; Disclaimer

Ready Rental warrants only that the Equipment is in good working condition at the time of check-out. No other warranties, express or implied, are given, including merchantability or fitness for a particular purpose.

## 10. Use of Equipment

Customer agrees to operate Equipment only according to manufacturer specifications, safety practices, and customary use. Equipment must not be operated by untrained or unauthorized individuals.

# 11. Usage Limit

Except for party equipment, rental rates are based on up to 8 hours of use per calendar day. Additional hours will be charged at 1/8th of the daily rental rate per hour. Customer must report excess usage truthfully upon return.

## 12. Compliance with Laws

Customer is responsible for complying with all municipal, state, and federal laws, ordinances, permits, licenses, and safety standards.

#### 13. Jobsite Location

Equipment must be used only at the job site listed in the order unless otherwise approved in writing by Ready Rental.

#### 14. Prohibited Uses

The Equipment may not be used:

- (i) for illegal purposes;
- (ii) in poor or unsafe condition;
- (iii) outside its intended or normal use;
- (iv) with hazardous materials;
- (v) by unauthorized or untrained third parties;
- (vi) at unapproved locations (excludes mobile equipment).

## 15. Replacement of Malfunctioning Equipment

If Equipment fails due to normal use, Customer must discontinue use and notify Ready Rental. A replacement will be provided if available. If a replacement is not available, **store credit will be issued** for the unused portion of the Rental Period.

## 16. Quality of Care

Customer is responsible for returning Equipment in the same condition as received (normal wear and tear excluded). Loss or damage may result in charges for full replacement cost or repair fees, plus continued rental charges until resolved.

#### 17. Reasonable Wear and Tear

This means only normal deterioration from standard use. Abuse or negligence is not considered normal wear.

## 18. Return of Equipment

Customer agrees to return Equipment to Ready Rental's premises as instructed. Procedures may be updated by Ready Rental.

### 19. Time of Return

Customer's right to possess the Equipment ends at the close of the Rental Period. Holding Equipment beyond that time is a breach of contract. Extensions must be approved in writing.

#### 20. Late Return

Late returns will result in the daily rental rate plus a \$100 per day late fee.

#### 21. Cleanliness

Equipment must be returned clean. A \$100 cleaning fee will be charged for unclean returns. Fees may be charged to the Customer's card.

## 22. Loading and Unloading

Customer is responsible for loading/unloading Equipment. If Ready Rental staff assist, Customer assumes all risk and releases Ready Rental from liability for any property damage or personal injury.

# 23. Indemnification

Customer agrees to hold Ready Rental and its personnel harmless from all claims, damages, injuries, or losses arising out of use, transport, or return of Equipment. Accidents must be reported immediately.

## 24. No Subleasing

Customer may not sublease, assign, or loan Equipment without written approval. Ready Rental may assign its interest at any time.

## 25. Collection Costs

Customer agrees to pay all costs related to collection of unpaid fees, including legal and court fees.

## 26. Default and Repossession

In the event of non-payment or breach, Ready Rental may terminate the rental, declare full fees due, and repossess the Equipment. No damage claims may be made for repossession.

## 27. Ownership Rights

Rental does not transfer ownership or title. Equipment remains the sole property of Ready Rental.

## 28. Credit Card Requirement

A valid credit card must be kept on file during the entire Rental Period.

# 29. Dumpster Rental Policy

For standard dumpsters, the max load is 4 tons; for large dumpsters, 6 tons. Excess will be billed at \$80 per ton over the limit.

#### 30. General Terms

These Terms and Conditions, along with the Customer's order, constitute the full agreement. If any term is unenforceable, the remainder will still apply. Ready Rental may update this agreement at any time, and continued use of Equipment implies acceptance.

## 31. Acknowledgement

Customer confirms they are of legal age and that they have read, understood, and agreed to these Terms and Conditions.