

Danville Ready Rental LLC

Terms and Conditions

Version 7.1.2026

Please read carefully. By submitting an order, accepting delivery, taking possession of, or using any Equipment, the Customer agrees to be bound by these Terms and Conditions.

1. Customer's Order and Equipment

Customer has submitted an order to rent certain equipment owned by Danville Ready Rental LLC, an Illinois limited liability company ("Ready Rental"). The equipment identified in the Customer's order is referred to as the "Equipment." All rental orders are subject to review, approval, and availability.

2. Cancellation Policy

Ready Rental does not issue monetary refunds.

- Cancellations made more than 72 hours before the Rental Period begins will receive 100% of the rental amount as store credit.
- Cancellations made between 24 and 72 hours before the Rental Period begins will receive 75% of the rental amount as store credit.
- Cancellations made less than 24 hours before the Rental Period begins will receive no credit.
- Failure to pick up Equipment or accept delivery is treated as a cancellation and no credit will be issued.

In the event of extreme weather, natural disasters, accidents, or other emergencies, Ready Rental may, at its sole discretion, issue store credit or reschedule the rental.

3. Rental Period

The Rental Period begins at the scheduled pickup or delivery time and ends at the agreed return time listed on the Customer's order.

4. Rental Fees and Additional Charges

Customer agrees to pay all rental charges, applicable taxes, and any additional fees associated with the rental. These fees will be due at the time the rental period ends and will be charged to the credit/debit card on file.

In addition to the Rental Fee, Customer is responsible for:

- Applicable taxes and governmental fees;
- Delivery, pickup, transportation, and fuel surcharge fees;
- Fuel and consumable items used during the Rental Period;
- Refueling charges and service fees;
- Cleaning fees;
- Charges for lost keys, recovery of Equipment, emergency service calls, and after-hours service;
- Repair and replacement costs;
- Additional usage charges;
- Collection costs and legal fees; and
- Any other charges authorized under these Terms and Conditions.

Weekly and monthly rental rates are not prorated. Rental charges continue to accrue on weekends and holidays unless otherwise stated.

5. Deposit

Customer's credit card will be charged a deposit equal to the full Rental Fee once the rental period begins. 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 amounts due are payable upon return of the Equipment unless otherwise agreed in writing.

Ready Rental may charge any balance due to the credit card on file.

Past-due balances will accrue interest at 2% per month (24% annually) or the maximum rate allowed by law, whichever is less.

7. Equipment Check-Out

Equipment will be available for pickup at the agreed time. Customer agrees to follow all check-out procedures and inspect the Equipment before taking possession.

8. Condition of Equipment

By accepting the Equipment, Customer acknowledges that the Equipment has been inspected and found to be in good working condition and suitable for its intended use.

Any concerns regarding condition or operation must be reported before the Equipment leaves Ready Rental's premises or immediately upon delivery.

9. Warranty Disclaimer

READY RENTAL MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THAT THE EQUIPMENT IS IN WORKING CONDITION AT THE TIME OF RENTAL.

READY RENTAL DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

CUSTOMER ACCEPTS THE EQUIPMENT "AS IS," "WHERE IS," WITH ALL FAULTS, AND ASSUMES ALL RISKS ASSOCIATED WITH ITS USE.

10. Use and Maintenance of Equipment

Customer agrees to:

- Use the Equipment only for its intended purpose;
- Operate Equipment safely and according to manufacturer recommendations;
- Ensure Equipment is operated only by qualified and authorized individuals;
- Maintain proper fuel, oil, coolant, hydraulic fluid, grease, battery, tire, and track levels;
- Conduct routine inspections during the Rental Period;
- Immediately stop using Equipment if unsafe conditions arise; and
- Promptly notify Ready Rental of any damage, theft, malfunction, or accident.

Only Ready Rental or its authorized representatives may perform repairs unless prior written approval is granted.

11. Usage Limits

Except for party and event equipment, rental rates are based on a maximum of eight (8) operating hours per calendar day.

The term "**One Shift**" is defined as a maximum of eight (8) operating hours per day, forty (40) hours per week, and one hundred sixty (160) hours per four-week cycle. For Equipment equipped with hour meters, usage exceeding these limits will be billed at 150% for double shifts and 200% for triple shifts of the standard rental rate.

Customer agrees to accurately report excess usage upon return.

12. Compliance with Laws

Customer is responsible for complying with all applicable federal, state, county, and local laws, regulations, permits, licenses, and safety requirements.

13. Jobsite Location

Equipment shall only be used at the location listed on the rental agreement unless otherwise approved by Ready Rental.

Mobile equipment intended for transportation between job sites is exempt from this restriction.

14. Prohibited Uses

Customer shall not:

- Use Equipment for unlawful purposes;
- Operate Equipment while impaired;
- Use Equipment beyond its intended capacity;
- Use Equipment in a reckless or unsafe manner;
- Allow unauthorized persons to operate Equipment;
- Modify, alter, or remove safety devices; or
- Use Equipment at unauthorized locations.

15. Equipment Failure

If Equipment becomes inoperable due to normal mechanical failure during proper use, Customer must immediately stop operation and notify Ready Rental.

Ready Rental will make reasonable efforts to provide replacement Equipment if available.

If replacement Equipment is unavailable, Ready Rental may issue store credit for the unused portion of the Rental Period.

Ready Rental is not responsible for servicing equipment in the field. In the event of a breakdown customer may request a service call at cost to the customer.

16. Equipment Damage, Loss, and Theft

Customer is responsible for all loss, theft, vandalism, abuse, misuse, negligence, unauthorized repairs, and damage occurring during the Rental Period.

Customer agrees to pay:

- All repair costs;
- Transportation and inspection costs;
- Lost rental income while Equipment is being repaired;
- Replacement costs for stolen or destroyed Equipment; and
- Any related administrative expenses.

If Equipment is damaged beyond economical repair or stolen and not recovered, Customer shall be responsible for the fair market value of the Equipment, plus applicable taxes and fees.

17. Normal Wear and Tear

Normal wear and tear means ordinary deterioration resulting from proper use of Equipment.

Normal wear and tear does not include abuse, neglect, improper operation, collision damage, theft, vandalism, overloading, or failure to maintain Equipment.

18. Return of Equipment

Customers shall return Equipment to the location designated by Ready Rental and follow all return procedures.

Equipment remains the responsibility of the Customer until it is inspected and accepted by Ready Rental.

19. Time of Return

Customer's right to possess the Equipment ends at the conclusion of the Rental Period.

Any extension must be approved no less than one (1) hour before the scheduled return time.

20. Late Returns

Equipment returned after the scheduled return time may be charged the applicable daily rental rate plus a late fee of \$100 per day. Customers must notify Ready Rental no less than one (1) hour before the end of the rental period if extension is needed or late fee will be charged.

21. Cleaning Fees

Equipment must be returned in reasonably clean condition.

A minimum cleaning fee of \$100 may be charged for Equipment returned excessively dirty. Additional cleaning charges may apply if specialized cleaning, labor, or disposal services are required.

22. Fuel Policy

Equipment is provided with a designated fuel level and must be returned with the same fuel level.

If Equipment is returned with less fuel than provided, Ready Rental will refuel the Equipment and charge Customer for the fuel used plus a refueling service fee.

Customer is responsible for using the correct fuel type. Any damage, repairs, downtime, transportation costs, cleaning costs, loss of rental income, or replacement costs resulting from improper fueling shall be the responsibility of the Customer.

The use of dyed diesel fuel in licensed on-road Equipment is strictly prohibited. Customer is responsible for any resulting fines, penalties, taxes, damages, or expenses.

Fuel-related charges may be charged to the credit card on file.

23. Loading and Unloading

Customer is responsible for loading, securing, transporting, and unloading Equipment.

Any assistance provided by Ready Rental employees is provided solely as a courtesy. Customer assumes all risk and releases Ready Rental from liability for any damage, injury, or loss arising from loading, unloading, or transportation.

24. Indemnification

Customer agrees to defend, indemnify, and hold harmless Ready Rental, its owners, employees, agents, and representatives from any claims, liabilities, damages, losses, fines, penalties, costs, and expenses arising from possession, operation, transportation, or use of the Equipment.

25. No Subleasing or Assignment

Customer may not sublease, lend, transfer, or assign Equipment without prior written approval from Ready Rental.

26. Collection Costs

Customer agrees to pay all costs incurred by Ready Rental in collecting unpaid amounts, including attorney fees, court costs, collection agency fees, and related expenses.

27. Default and Repossession

If Customer fails to comply with these Terms and Conditions, Ready Rental may terminate the rental agreement, declare all amounts immediately due, and repossess the Equipment without notice.

Customer waives any claim for damages arising from repossession.

28. Ownership of Equipment

Ownership and title to the Equipment remain solely with Ready Rental at all times.

Nothing in this Agreement transfers any ownership rights to the Customer.

29. Credit Card Requirement

A valid credit card must remain on file throughout the Rental Period and until all amounts due have been paid.

30. Dumpster Rental Policy

Standard dumpsters include up to two (2) tons of disposal weight.

Large dumpsters include up to three (3) tons of disposal weight.

Overweight loads will be billed at \$110 per ton above the included limit. Additional landfill, disposal, contamination, or handling charges may apply.

31. Governing Law

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

Any legal action arising from this Agreement shall be brought in a court of competent jurisdiction located in Vermilion County, Illinois.

32. Entire Agreement

These Terms and Conditions, together with the Customer's order, constitute the entire agreement between the parties and supersede all prior discussions or agreements.

If any provision is determined to be unenforceable, the remaining provisions shall remain in full force and effect.

Ready Rental may update these Terms and Conditions from time to time. The version in effect at the time of rental shall govern the transaction.

33. Acknowledgement

Customers acknowledge that they are at least 18 years of age, have read and understood these Terms and Conditions, and agree to be bound by them.