

# **GENERAL POLICIES**

## Policies and Important Information Regarding Your Rental Order

This document is intended to help provide you with important information about your upcoming rental to help ensure that the delivery, use, pickup, and return of the rental items left in your care go smoothly. The following paragraphs and policies are in addition to and do not limit or impair, the terms of your Rental Contract with American Rental. Please read carefully and contact us with any questions at 309-263-7368 or email us at <a href="mailto:info@americanrental.com">info@americanrental.com</a>.

# Reservations, Cancellations, and Payment Policies

#### Reserving your items:

To reserve any tools or equipment, call American Rental at 309-263-7368 or request a quote through our website. Walk-ins are welcome but there is no guarantee of availability for items not reserved in advance.

#### Changing or canceling your order:

To cancel your reservation please call us at 309-263-7368. Tool and equipment rental reservations can normally be changed at any time before the commencement of the rental and, or delivery without additional charge. All changes to rental orders are subject to availability.

#### Cancellations due to weather:

Tool and equipment rentals can be canceled due to severe weather any time before the commencement of your rental and/or delivery without penalty. Reservation can be canceled or moved.

#### Damage to a tool or equipment:

Customers are solely and exclusively responsible for any and all damage to items rented from American Rental for the entire period from the time such items leave American Rental's possession until such items are returned to and accepted by American Rental. By way of example (and not by way of limitation), each customer assumes all responsibility for damage.

#### Payments:

Payment is required before the customer leaves our property with the rental. (Exception-account customers will be billed after completed rental) We accept VISA, Discover, MasterCard, and American Express. All cards must be debit or credit cards. We do not accept prepaid cash cards or gift cards. Payment of all estimated Rent and other amounts due under your Rental Contract will be required on or before the commencement of each such rental. Checks are accepted for authorized Business Credit Accounts. If you wish to become Credit account customer the application form it at the bottom of our website. Cash is ONLY accepted for customers in good standing with a 24-month history with us.

#### Photo I.D.:

All rentals require a state-issued photo I.D. or valid driver's license. If you are towing any unit, you are required to have a valid drivers license and not expired to rent. If you are an account customer, you do not need to produce an ID. You just need to state the job/P.O. number as long as you are in a lettered company vehicle.

#### Accounts Receivable Customers-Net 30:

You may be eligible to establish a charge/credit account with American Rental. If you wish to be invoiced or set up an account, a credit application will be required along with a signed contract.

#### **Bad Checks**:

A service fee equal to the lesser of: (a) \$25, or (b) the maximum charge permitted under applicable law will be applied to any contract that is paid with a bad check.

#### Refunds:

All refunds will be made through the same payment method in which the applicable payment was originally received by American Rental. Checks and credit cards can take up to 3 full weeks to be received or to appear on statements.

## **Rental Period**

### (Blue text is for Saturday rates since we are closed Sunday)

Our store is open M-Fri 6:30 am-5 pm, Sat 6:30 am- 2 pm. Depending on the item, we offer 4-hour, and 24-hour(1 day), weekend(1.5 days), weekly, and monthly rates. Your time starts when you pick up the item and ends when you return. See examples below. All <u>hour meter</u> rental items are allowed 4 hours on meter for 4 hr rentals, 8 hours on 1-day rentals, 12 hours on weekend rentals, 40 hours on week rentals, and 160 hours per month rental. If a rental goes over the hour meter, there will be an additional; charge.

**4-Hour Rental**- You as the customer tell us what 4-hour time window you want for your rental. Example. 7 am-11 am, 12:15 pm-4:15 pm, ect. If you pick up your item after 3 pm your due back time will be between 6:30 am-7:30 am the following morning.

\*If you want a 4 hr rate on Saturday and you are starting rent at 10 am you are due back before 2 pm Saturday.
\*If you want to start rent on Saturday between 12 pm-2 pm we only offer a 24-hour rate due back Monday between 6:30 am-7:30 am.

**24-Hour Rental (1 Day)-** You as the customer tell us what 24-hour time window you want for your rental. Example.. 7 am-7 am, 12:15 pm-12:15 pm, ect.

\*If you pick up your item on Saturday between 6:30 am-10 am your item is due back at 2 pm Saturday for the 1 day rate.

\*If you pick up your item on Saturday between 12 pm and 2 pm your item is due back Monday between 6:30 am-7:30 am for the 1-day rate.

Weekend Rental (1.5 Days) "Best Value"- You can pick up Saturday between 6:30 am- 12 pm and return Monday between 6:30 am-7:30 am for a 1.5-day charge. (allowed 12 hrs on hour metered equipment)

\*If you pick up your item on Friday between 3 pm and 5 pm and you want to return it on Monday from 6:30 am to 7:30 am. You will be charged a 2-day rate. If you pick up your item on Friday before 3pm and you want to return it on Monday, then that will be a 3-day rate.

**Week Rental (7 Days)**- You tell us what 1-week time window you want for your rental. 7 am Monday-7 am Monday, 1 pm Friday-1 pm Friday, etc. (allowed 40 hrs on hour metered equipment)

**Month Rental (28 Days)**- You tell us what 1 Month (28 days) time window you want for your rental. 7 am Monday-7 am Monday, 1 pm Friday-1 pm Friday, etc. (allowed 120 hrs on hour metered equipment)

\*Inflatables have a slightly different set of rules with more flexibility on the rental period.

"If your event is on Saturday, you can pick up on Friday from 6:30 a.m. to 5:00 p.m. with no additional cost in order to set up for your event. If you are unable to return to us Saturday by 2:00 p.m. then you can return the next business day which is Monday (unless a Holiday) between 6:30 a.m. to 5:00 p.m. This would be a day charge from Friday to Monday. Anytime returned after 5:00 p.m. Monday would be an additional charge."

#### Overdue Item(s):

If any item(s) is/are returned after the due date agreed upon on the Rental Contract, the customer is responsible for paying any overages. By signing the rental agreement you are agreeing on the return time and we will charge your card on file for any overages. Any item(s) not returned to American Rental within 7 consecutive days following the originally scheduled return date set forth in the Rental Contract (absent a separate written extension agreement signed by American Rental) will be deemed lost, stolen

or destroyed, in which event the customer will be charged for the full replacement cost of such item(s), together with all costs and expenses incurred by American Rental in connection therewith (including without limitation, the actual cost of such item(s), all taxes, tolls and duties as well as packing, shipping, delivery, and related charges, and all rent and other amounts accruing under the Rental Contract until such item(s) is/are returned to or received by American Rental as required under the Rental Contract)

## **Limited Damage Waiver**

Our limited damage waiver ("LDW") is 10% of the rental and is automatically added to each contract. "LDW" is <u>optional</u> and may be declined if the customer provides any and all physical damage (or "inland marine") insurance required under the Rental Contract. The decision to decline "LDW" must be made prior to the customer's receipt of any item(s) rented from American Rental. If purchased and paid for by the customer prior to commencement of the applicable rental, LDW limits the customer's liability for accidental damage to the item(s) covered by LDW during the rental term (subject to certain limitations and exclusions as set forth in the Rental Contract) to 20% of the first \$10,000 of such damage. Among other things, LDW does NOT cover damage resulting from misuse, abuse, or breach of the Rental Contract. It is **NOT insurance.** The LDW fee is non-refundable. See your Rental Contract for additional details.

#### **Damage Waiver Declined:**

If LDW is declined the customer has supplied COI and will not use our LDW. The customer will be responsible for 100% of any loss, damage to, or destruction of the rented item(s) (at full new replacement cost). We reserve the right to charge the customer's debit and/or credit card(s) on file after we have notified the customer of the damages.

\*Trailers are not covered by LDW.

#### **Examples:**

#### Covered:

- -Hydraulic hose breaks during operation not caused by misuse.
- -inflatable accidentally damaged by a seam rip (not from misuse)

#### **Not Covered:**

- -rental item falls out of a customer's vehicle while customer loads/unloads
- -items that are missing or lost. Ex: sewer snake auger bit lost

# **Customer Pick-Up Policies**

We offer customers to pick up and return Monday-Saturday during business hours. Please keep in mind the size of the vehicle needed to pick up the equipment. Most inflatables will require a pickup truck or trailer to transport. Some smaller bouncers will fit in the back of an SUV but not in the backseat of a car. If you are unsure, please visit our website for size information on each rental item.

# **Towable Units**

- Must have a valid driver's license to haul any of our equipment off-site
- Trailers are not covered by Limited Damage Waiver
- If you experience a flat tire, you are responsible for getting it fixed
- You are responsible for providing a towing vehicle able to safely tow the weight of the equipment rented, and the proper light connections.
- If renting a trailer, you are responsible for providing a towing vehicle able to safely tow the weight of the trailer combined with the weight of the equipment rented
- Must have the proper light connections, electric brakes if required, and the correct size hitch ball.

- Customers with bumper-mounted hitches are not allowed to tow our equipment. Please refer to your Rental Contract for additional requirements.
- All equipment being hauled on a trailer requires 4 total 2" ratchet straps with a 2-point strap in front of the machine and 2-point strap in the back of the machine
- Our larger equipment such as Cat 304 excavator, full-size skid, and others(over 7,500lbs) require chains and binders.

## **Delivery and Pickup Policies**

All deliveries will require a signature upon time of delivery. It is the customer's responsibility to verify, examine, and test all items and counts and immediately notify AR of any discrepancies, malfunctions, and/or defects. Otherwise, we will assume all counts were correct and all items were complete, in good order, condition, and repair, and otherwise in all ways acceptable to you upon our delivery or your receipt of the same.

**Payment:** Payment must be paid in full prior to delivery. This can be done through an emailed web payment link, in person or, over the phone. We require a valid driver's license to be on file. Businesses that have accounts with us can be billed after completing the rental.

**Delivery Charge:** We are located in Morton, Illinois at 620 Harding Rd, but we serve a much broader area. For deliveries/pickups to/from any location within 20 miles of our store, we charge \$120 (\$ 60 delivery, \$ 60 pickup) with an additional \$25 fuel fee for a total of \$145 for delivery within 20 miles. For locations more than 20 miles from our store, charges for deliveries/pickups are calculated at \$6 per mile one-way (which includes both delivery and pickup). If additional trips are required, additional fees will apply.

**Example:** El Paso, Illinois is approximately 29 miles from our store so this is 9 miles over our 20-mile radius. (29 miles x \$6= \$174 + \$25 fuel charge= \$199 for delivery and pickup to El Paso)

**Delivery/ Pickup:** You as the customer tell us when you want your rental to start and when you want it to end. We will deliver <u>before</u> the requested start time and pick up <u>after</u> the requested end time. Our goal is always to make deliveries as cost-effective and convenient as possible for our customers. What that means is we will deliver before your rental start time and pick up sometime after. That may be 1 min before and it may be 27 hours before. This is up to our dispatch team to route deliveries as efficiently as possible. If we drop off early you are welcome to use the equipment but you will be charged if you go over on your allotted hour meter time.

**Minimum Charge**: For all deliveries, there is a minimum of a one-day rental charge regardless of the time desired or used.

**Fuel:** Fuel-powered tools/equipment will be rented to the customer full of fuel (please notify us prior to the commencement of your rental if that is not the case). When equipment is returned we will fill equipment and charge \$6 per gallon. (we will charge the card on file) If customers would like to refuel themselves and pay a cheaper rate at the pump they are welcome to do so. Customers are responsible for putting the correct fuel in the machine and if they do not they will be charged the full rate for damages caused.

# **Cleaning Policies**

All items rented from American Rental must be returned clean. Otherwise, additional charges will apply. Please see the examples below.

- *Inflatables:* Please ensure that all inflatables are wiped clean as much as possible (sand, grass, mud, etc.)
- **Mud, Dirt, and Dust:** All equipment, tools, trailers, straps, binders, chains, etc must be reasonably free of excess mud, dirt, dust, debris, and contaminants (including silica and asbestos) before such items are returned to AR.

\*\*If the items above are returned and require additional cleaning, an additional cleaning fee of a minimum of \$80 will be charged based on the equipment used, and the amount of labor required. See examples below of equipment that would be charged a cleaning fee\*\*







## **Inflatable and Bounce House Policies**

- Inflatables are reserved on a first-come, first-served basis, by making a deposit or full payment; a 25% deposit is non-refundable in cases.
- If inflatables are returned excessively dirty, we reserve the right to charge an additional cleaning fee based on the extra amount of labor required. Make sure they are returned rolled up, with the stakes and sandbags cleaned up. We will charge the card on file.
- Customer is required to load and unload the bounce house in their vehicle on our property.
- For pickup/returns, please verify on the American Rental website what type of vehicle is needed to transport the inflatable. Most inflatables when rolled up require at least a standard pickup truck bed and can weigh between 200-700 lbs.
- Customers will be responsible for calling JULIE before they stake the bouncer into the ground.
- If your event is on Saturday, you are able to pick it up on Friday from 6:30 a.m. to 5:00 p.m. with no additional cost in order to set up for your event. If you are unable to return to us Saturday by 2:00 p.m. then you can return the next business day which is Monday (unless a Holiday) between 6:30 a.m. to

5:00 p.m. This would be a day charge from Friday to Monday. Anytime returned after 5:00 p.m. Monday would be an additional charge.

Proof of permit and insurance may be required if bounce houses are being used on public property.

<u>Payment</u>: (A) a 25% deposit will be due at the time of reserving the bounce house and is non-refundable, and (B) payment of all estimated Rent and other amounts due under your Rental Contract will be required at the time of pick up.

If severe weather (heavy rain, lightning, snow, sleet, flood, temperatures are below 50 degrees Fahrenheit ("F"), or winds in excess of 20 mph) occurs or threatens to occur, we understand that it may be necessary to cancel your event, and therefore, your rental. You must, however, notify us at least 24 hours prior to your scheduled pickup date and time. In such event, if we receive timely notice of cancellation from you (or if American Rental elects, in its sole discretion, to cancel your rental as a result of actual or threatened severe weather), we will retain only your initial 25% deposit and waive our right to collect the balance of the Rent due under your Rental Contract. You will also have the option to reschedule your rental within 1 year from the date of the canceled rental (subject in all events to availability of the requested item(s) and your payment in full of all amounts originally due under your Rental Contract, without waiver, reduction or setoff).

\*\*Please see our inflatable guidelines, for any questions or concerns regarding inflatables. \*\*

# JULIE Procedure: Trenchers, Stump Grinders, Mini Excavator, Skids, Augers, and other earthmoving equipment

#### **JULIE Procedure:**

Illinois State Law requires all to contact JULIE (Joint Utility Locating Information of Excavators) before working ground. We typically suggest calling JULIE prior to setting your reservation to make sure you are in the clear. The locators generally arrive within 2 business days to mark the area.

We recommend that customers: (a) place white flags to mark where the work is going to be done; and (b) clearly and properly mark all private underground sprinklers, utilities, and other improvements that might be damaged in connection with your work area or other temporary structure(s). We will not be responsible for any damage to underground lines or other improvements (including sprinkler systems) that are not clearly and properly marked above the ground surface. Customers understand when they leave our property they are responsible for what happens with their work and the equipment costs.