



Terms and Conditions

Customer has received a copy of the terms and conditions and / or has access to the online version and agrees to abide by the terms and conditions herein:

By utilizing the clutcher.com electronic platform, website, or by taking delivery of rented equipment, the user agrees to the clutcher.com standard terms and conditions. Signature on this document is NOT required to enforce the terms and conditions.

Terms and Conditions – Summary

1. **clutcher.com does not provide or sell insurance for any project, property, or person.** If you need insurance for any project, property, or person, you should contact a licensed insurance agent.
2. **The customer is responsible for all rented property while the property is in the customers possession** and until clutcher.com has picked up the equipment. The customer is responsible for theft or damage to equipment during this time.
3. **The customer releases from liability clutcher.com, LLC, employees and associated persons** from any claims that may arise due to activities related to the use or possession of the rental equipment.

Terms and Conditions

Reservation of Equipment

1. Reservations are accepted as a courtesy to our customers however, reservations cannot be guaranteed when impacted by factors beyond our control.
2. Some factors that may result in unavailability include equipment that is returned late by the previous customer, stolen, returned damaged, or require mechanical repairs. Weather or other situations may also cause a reserved rental unit to be unavailable at the time of the delivery appointment. Although we will make every effort to provide timely delivery of equipment, In no case will the company be liable for any type of claim resulting from our inability to deliver equipment due to factors out of our control.
3. In cases where the exact unit reserved becomes unavailable, we will work with the customer to determine a solution that will best fit the customers needs. Some of the solutions that we may employ are listed below. Other solutions may also be considered or offered as options.
 - a. Substitute a similar piece of equipment.
 - b. Substitute an upgraded piece of equipment.
 - c. Substitute a downgraded piece of equipment.
 - d. Re-schedule the delivery time.
 - e. Refund any customer deposit.
 - f. Provide a credit to be used at a later date.

Experience and Responsibility

1. You (the customer) must be experienced and qualified to safely operate the equipment that you are renting. You will be exclusively responsible for your own safety while operating rental equipment.
2. Clutcher.com is not responsible for damage caused to property while using rental equipment. Operating power equipment safely, and without causing damage requires the mindset and skillset that only the user can be responsible for.

Delivery and Return

1. Please be on -time for your appointment to take delivery of the rental equipment. We do not currently charge a fee for missed appointments, but the rental may be forfeited and repeated missed appointments may disqualify the renter from future rentals.
2. Failure to return equipment on-time and as-scheduled, and / or failure to respond to communication attempts to coordinate equipment return may result in applicable extended rental fees, penalties, and legal action if equipment is not returned.
3. Late return penalties will be a minimum of the standard rental fee plus 25%. The company is authorized to charge customer continued daily rental fees up to and including the new retail value of the equipment until the equipment is returned.

Insurance

1. The Renter is responsible for the rental equipment from the time it is delivered until it is picked up. Just as the owner of equipment is responsible for any equipment in possession, the customer is responsible for theft or damage of rented equipment while in the customer's possession.
2. Clutcher.com LLC is not executing your project and does not provide insurance for equipment, personnel, property, or any other purpose. If the customer requires insurance for the equipment or for persons

while using the equipment, the customer should contact a licensed insurance agent to arrange for coverage.

3. For road worthy and road towable equipment, the renter will be required to hold insurance on the towing vehicle. Proof of insurance is required and may be requested at any time including when the rented equipment is delivered.

Damage or Abuse of Equipment

1. The company may take photographs of the equipment at delivery and return to be used in the assessment of any damages that may be charged.
2. Damage caused by misuse or abuse of equipment will be charged to the customer at the rate to repair or replace the damaged equipment.

Delivery and Return of Equipment

4. Customer certifies that legal public or private access is available to the equipment delivery location and that the customer has the authority to grant access to deliver on private property if required. The company may decline to deliver to locations where there is an indication that the property rights may be in dispute.
5. Customer agrees to be present at the scheduled equipment return time to participate in the return process as required and pay for any additional costs that may be due (such as fuel use). If customer is not present at the scheduled return time and location, the company may begin the assessment and charging of late fees according to the applicable schedule.
6. By taking delivery of equipment, the customer grants access for the company to return to the property and retrieve the rented equipment at the appointment time and thereafter at any time, even if the customer or renter of the equipment is not present for the equipment return.

Other Documents Required for Rental

1. Renter will be required to show identification upon delivery of equipment. The identification must confirm that the renter is a resident in the state of delivery. For residential rentals, the identification must also confirm residency at the delivery location. If residency at the delivery location is not applicable, additional documentation may be required. For commercial rentals, the business must be registered with the applicable state.

Equipment Operation

1. Instructions, manuals, photographs, videos, in-person demonstration, and other methods may be provided as a convenient means of communicating basic operation of rental equipment. Any and all of these are provided only as a convenience to the renter. The company does not guarantee the accuracy of these conveniences, and shall not be responsible for any errors, omissions, or damage or harm that could result from the use of these "convenience" references. The renter is solely responsible for any and all damage, harm, or negative consequence that may arise through the use of the rented equipment.
2. The renter is responsible for consulting the manufacturers documentation regarding safe and proper operation of equipment in any case where the renter is not certain of the correct method of safe and proper operation. Most equipment manuals are readily available online from the manufacturer. If proper

instruction cannot be obtained by the renter, and the renter is not certain of the proper method of operation, they should contact the company and request a return of the equipment.

3. If persons other than the customer use or are affected in any way by the use of the rented equipment, the customer takes full responsibility for any claims that may arise during the use of the third party, and for ensuring that the additional persons agree to the terms and conditions. Use of rental equipment without the explicit permission of the company or customer shall be considered theft of the equipment.

END OF DOCUMENT

Terms and Conditions – Revision 8 – 10/3/2022