

GUEST TERMS AND CONDITIONS
FOR EQUIPMENT PURCHASES AND RENTALS

Last Updated: April 2024

THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY.

These terms and conditions (these “**Terms**”) apply to the ability to rent or purchase equipment through <https://equiptlist.com/> (the “**Site**”). Through the Site, Equiptlist offers an online venue that enables users to rent and/or purchase certain equipment through listings published by users on the Site (a “**Listing**”). Equipment such as power equipment, heavy equipment, agricultural equipment, trailers, and specialty tools or tool sets (“**Equipment**”) are the only items permitted to be rented and/or purchased on the Site. For more information about what qualifies as Equipment, see our list of Equipment and prohibited items here: [\[Link\]](#). Users who publish and offer Listings are “**Hosts**” and users who search for, rent, purchase or otherwise navigate through the Site are “**Guests**”. You must register an account to access and use the many features of the Site, and must keep your account information accurate. You should review these Terms carefully before you rent or purchase through any listing on the Site created by other users to make Equipment available for rent or purchase. Equiptlist offers two types of listings: standard listings, which are general listings for Equipment that must be in proper running order, free of defects, and fit for manufacturer’s suggested tuning and maintenance (“**Standard Listings**”); and classified listings, which are truly provided “as is” and are not subject representations with respect to defects, fitness for the identified use, or warranties of any kind (“**Classified Listings**”) (Standard Listings and Classified Listings collectively referred to herein as a “**Listing**”). Your use of the Site to rent or purchase equipment is subject to your acceptance of these Terms. These Terms constitute a legally binding agreement (“**Agreement**”) between you and Equiptlist governing your access to and use of the Site, as a Guest, to rent or purchase any equipment published in a Listing. For clarity, any reference herein to a “Guest” shall be considered to be a reference to you and your rights, responsibilities and obligations under these Terms and the Agreement. These Terms are subject to change by Equiptlist (referred to as “**us**”, “**we**”, or “**our**”) at any time, in our sole discretion and we will provide you with notice of any changes before they become effective. Your use of this Site after notice of any changes will constitute your acceptance of and agreement to such changes.

These Terms are an integral part of the Terms of Use [\[Link\]](#) that apply generally to the use of our Site. You should also carefully review our Privacy Policy [\[Link\]](#) before renting or purchasing equipment through this Site. In addition to these Terms, the Terms of Use and Privacy Policy apply to your use of the Site to rent and purchase equipment.

BY PLACING AN ORDER ON THIS SITE, YOU AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT, AND YOU ACCEPT AND ARE BOUND BY THESE TERMS AND CONDITIONS.

1. Listings. As the provider of the Site and its platform, Equiptlist does not own, control, offer or manage any Listings. Equiptlist is not a party to the contracts entered into directly between Hosts and Guests. Equiptlist is not acting as an agent in any capacity for any user of the Site unless otherwise expressly stated herein or another Equiptlist policy referenced herein. As a

Guest, you are responsible for understanding and complying with all laws, rules, regulations and contracts with third parties that may pertain to your rental or purchase.

2. Listing Transactions. When you complete a transaction through a Listing, you are agreeing to pay all charges for your Equipment including the Listing price, applicable fees, offline fees, taxes, and any other items identified during checkout (collectively, “Total Price”). You are also agreeing that Equiptlist (through its third-party vendor, Stripe (<https://stripe.com/privacy>, <https://stripe.com/docs/security>)) may charge your payment method used on the Site in order to collect damage claim amounts, which may include, but shall not be limited to, costs relating to your breach of these Terms and costs associated with the Equipment. To maintain the quality of the Site’s features and services, Equiptlist may require Guest to pay ten percent (10%) of the price posted within a Listing upon completing a transaction through the Site to rent and/or purchase Equipment. Guests must issue the full balance of the payment owed pursuant to the Listing price prior to or upon receipt of the Equipment. Payments are facilitated on the Site through our third-party vendor, Stripe. Listing prices may not include all costs and charges which may be required for completing a Listing transaction (i.e., ownership transfers, transportation, handling, insurance, and similar costs). Guest may be required to make subsequent payments through the Site to cover any such costs. Equiptlist shall not be responsible for covering any such costs on behalf of Guests and/or Hosts. All payouts are subject to Stripe’s payment policies, and will typically be granted within 7 to 14 days of complete payment. When you receive confirmation that your Listing transaction is complete, a contract is formed directly between you and the Host (the “**Contract**”). By renting and/or purchasing through a Listing, you are agreeing to the terms of the Contract. The terms of the Contract include these Terms, all terms of the Listing, including without limitation, the cancellation policy and other rules, standards, policies, or requirements identified in the Listing or during checkout that apply to the Equipment. It is your responsibility to read and understand the full Contract, which includes these Terms and all terms of the Listing including all rules, standards, policies, and requirements prior to renting or purchasing Equipment through a Listing.
3. Listing Equipment.
 - a. Rentals. Listing rentals are limited licenses to use the Equipment listed. For Listing rentals, the Host retains the right to reclaim the Equipment before your scheduled return date and time, to the extent: (i) it is reasonably necessary, (ii) permitted by the Contract, and (iii) permitted by applicable law. If you fail to properly return Equipment pursuant to the Contract, the Host has the right to reclaim the Equipment in a manner permitted by applicable law, including by imposing reasonable penalties.
 - b. Purchases. Listing purchases are transfers of title of the Equipment from the Host to the Guest. For Listing purchases, the Host retains the right to reclaim the Equipment to the extent: (i) permitted by the Contract, and (ii) permitted by applicable law. Guest will reimburse Equiptlist for all costs and expenses, including attorneys’ fees, incurred to repossess and remove Equipment, collect monies due, and enforce Equiptlist’s rights and remedies herein. The remedies of Equiptlist will

be cumulative to the extent permitted by law, and may be exercised partially, concurrently, or separately. The exercise of one remedy will not be deemed to preclude the exercise of any other. No failure or delay by Equiptlist to exercise any remedy or right under these Terms will operate as a waiver in any respect. Acceptance by Equiptlist of payments made by Guest after default will not be deemed a waiver of Equiptlist's rights and remedies arising from Guest's default.

4. Cancellations. In general, if you cancel a rental or purchase, the amount refunded to you is determined by the Host's cancellation and/or termination policy that applies to your Listing transaction. Notwithstanding the foregoing, the following Terms of this Section 4 determine certain rights and standards concerning what amount may be refunded to you. If Equipment is reserved in advance, Guests may cancel a rental or purchase up to twenty-four (24) hours before their scheduled pick-up time without a fee. In such a case, the Guest will receive a full refund. Any Guest cancellation within twenty-four (24) hours of the scheduled pick-up time will be subject to a cancellation fee equal to a certain percentage of the Listing price plus applicable service fees, which such fee shall be paid by the Guest. All cancellations must occur through the Site. In the event Guest fails to accept and/or obtain the Equipment after one (1) hour from the agreed upon time pursuant to a Listing transaction, the rental or purchase shall be deemed to be cancelled, and Guest may be charged a certain percentage of the Listing price plus applicable service fees. Hosts have the right to cancel any rental or purchase agreement if the Host reasonably believes that: (i) the Guest is under the influence of a controlled substance and/or alcohol; (ii) the Guest is incompetent, incapacitated, or does not otherwise have the capacity to rent or purchase the Equipment; or (iii) the Guest is not the intended recipient of the Equipment. Unless otherwise provided for in these Terms or a Listing, Guests are not entitled to any returns or refunds for Equipment rented or purchased from a Listing. For more information on Fees, visit our Fee Schedule here: [\[Link\]](#)
5. Late Fee. If Guest fails to return rented Equipment by the scheduled date and time pursuant to a Listing, the return of the Equipment will be considered late. Guest will be charged a late fee in accordance with the Fee Schedule [\[Link\]](#).
6. Modifications. Guests and Hosts are responsible for any booking modifications they agree to make via the Site, or that the Guest and Host directs Equiptlist customer service to make on their behalf ("Modifications"). Guest agrees to pay any additional amounts, fees, or taxes associated with any such Modification.
7. Guest Responsibilities. You are responsible and liable for your own acts and omissions and the acts and omissions of anyone you provide access to: (i) any Equipment; (ii) any and all areas and facilities where the Equipment is located that the Host and Guest are legally entitled to use in connection with the Equipment; and (iii) any other Host service. This means: (iv) you are responsible for any damage to the Equipment caused by your acts and omissions or the acts and omissions of your agents, including anyone you have provided access to under clauses (i)-(iii) above; (v) you are responsible for paying all reasonable damage claim amounts regarding the foregoing; and (vi) you must act with integrity, treat all Equipment with respect, and comply with all applicable laws at all times.

- a. Guest must return the Equipment with the same fuel level and as clean as when Guest received the Equipment, otherwise Host may charge a fee for the cost of refueling or cleaning. Additional fee is subject to discretion of the Host and our Fee Schedule.
 - b. We encourage Guests to take pictures of the Equipment as they receive it, as well as list any damages the Equipment already has. Host will have 10 days following the return of the Equipment to notify Equiptlist of any damages to the Equipment. Host may charge a fee for the cost of repairing or replacing the Equipment. Fee is subject to the discretion of the Host and our Fee Schedule.
8. Assumption of Risk. You acknowledge that many activities carry inherent risks and agree that, to the maximum extent permitted by applicable law, you assume the entire risk arising out of your access to and use of the Site and any Equiptlist platform, including your rental of any Equipment, use of any other service, or any other interaction you have with other users whether in person or online. This means it is your responsibility to investigate a Listing to determine whether it is suitable for you. For example, under certain Listings, Equipment may carry risk of illness, bodily injury, disability, or death, and you freely and willfully assume those risks by choosing to participate in the transaction.
9. Right to Correct Information. We reserve the right to correct any errors, inaccuracies, or omissions with respect to the Site at any time and to cancel any orders arising from such occurrences. You agree to be bound by the corrected information, and may be subject to our cancellation policy if you do not agree.
10. Payments. Payment for an Equipment rental or purchase must be received by us before Equipment can be accessed by, or transferred to, a Guest. We accept all major credit cards, including Visa, MasterCard, American Express and Discover, for all purchases. Guests represent and warrant that: (i) the credit card information used by Guest to rent or purchase Equipment on the Site is true, correct, and complete; (ii) Guest is duly authorized to use such credit card for the transaction; (iii) charges incurred by Guest will be honored by Guest's credit card company; and (iv) Guest will pay any and all charges incurred at the posted prices, including shipping and handling charges and all applicable taxes, if any, regardless of the amount quoted on the Site at the time of the order. A credit card must be kept on file for each Guest. See Stripe's Security Policy for more information on storing your credit card information (<https://stripe.com/docs/security>).
11. Access to Equipment. Payment for an Equipment rental or purchase must be received by us on or before the set pick up time. The Equipment shall be picked up by the Guest, at the Guest's expense, unless otherwise agreed upon between Host and Guest pursuant to a Listing. If Guest requests that the Equipment is to be delivered, they may be responsible for all delivery fees and costs associated with the transfer. All modifications or additions made to a Listing must be memorialized in writing, and agreed to by both the Host and the Guest.
12. Guest Liability. Regardless of fault, is responsible for all loss and damage to the Equipment from the time Guest takes possession of the Equipment until such time as the Equipment is

properly returned and possession is released to Host. Guest agrees to assume responsibility for the cost of maintenance, any repairs necessary for the continued operation of the Equipment, and any damages associated with Guest's possession or use of the Equipment. Guest agrees to assume responsibility for any loss to the Equipment by theft, fire, collision, damage, or otherwise. Guest's responsibility for loss or damage shall include, but not be limited to loss or damage resulting from: (i) Guest's or any other operator's gross negligence; (ii) vandalism, malicious mischief, theft, mysterious disappearance or conversion of the Equipment; (iii) striking an overhead object with the Equipment; (iv) leaving keys, if any, in the Equipment while the Equipment is not locked or otherwise secured; (v) exposure of the Equipment to corrosive materials; (v) overloading of a boom or dumpster, or otherwise exceeding the rated capacity of the Equipment; (vi) loss or damage to motors or other electrical appliance devices caused by artificial current; or (vii) any damages or loss resulting from use of Equipment in violation of any provision of these Terms or the Contract, violation of any law, ordinance or regulation or operation in an improper or negligent manner.

Guest shall bear all risk of loss or damage to the Equipment or any part thereof upon obtaining access to and/or possession of the Equipment.

13. Liability Damage Waiver. Liability Damage Waiver (LDW) is an optional add-on to your Listing that may protect you from liability in the event your rental product is stolen or damaged by a natural disaster, fire, or smoke. In most states, LDW is available for ten percent (10%) of the Listing price; however, price will be determined on a case-by-case basis. For more information on LDW and how to purchase a waiver, contact Equiptlist at:

Equiptlist, Inc.
4884 Higbee Avenue N.W.
Suite 201
Canton, Ohio 44718
support@equiptlist.com

NO WARRANTY. GUEST ACCEPTS THE EQUIPMENT IN "AS IS" CONDITION AS IT IS POSTED ON THE LISTING; AND EQUIPTLIST MAKES NO WARRANTY OR REPRESENTATION TO THE GUEST, EXPRESS OR IMPLIED, AS TO ITS CONDITION OR ITS USEFULNESS FOR ANY PARTICULAR PURPOSE. GUEST REPRESENTS THAT THEY ARE KNOWLEDGEABLE WITH RESPECT TO THE USE AND SAFE OPERATION OF THE EQUIPMENT. EQUIPTLIST DOES NOT PROVIDE ANY WARRANTIES WITH RESPECT TO THE PRODUCTS, LISTINGS OR EQUIPMENT OFFERED ON OUR SITE. HOWEVER, IN CERTAIN INSTANCES, THE PRODUCTS OFFERED ON OUR SITE, EXCEPT FOR CLASSIFIED LISTINGS, MAY BE COVERED BY THE MANUFACTURER'S WARRANTY AS DETAILED IN THE PRODUCT'S DESCRIPTION ON THE ITEM'S LISTING ON OUR SITE AND INCLUDED WITH THE PRODUCT. GUEST MUST ENSURE THAT ANY ITEMS RENTED OR PURCHASED THROUGH THE SITE ARE PROPERLY MAINTAINED BY ANY APPLICABLE MANUFACTURERS' REQUIREMENTS AND ALL EQUIPMENT IS PROPERLY TAKEN CARE OF AND IS SAFE FOR USE, WHICH MAY INCLUDE

ENSURING THE EQUIPMENT HAS ALL FLUIDS, OILS AND HYDRAULICS AT REQUIRED LEVELS, AND ANY ADDITIONAL REQUIRED SAFETY PRECAUTIONS ARE MET. IF EQUIPMENT IS NOT AS DESCRIBED ON THE LISTING, THE CONTRACT SHALL BE VOID AND THE GUEST SHOULD CONTACT EQUIPTLIST IMMEDIATELY AT:

Equiptlist, Inc.
Attn: Customer Support
4884 Higbee Avenue N.W.
Suite 201
Canton, Ohio 44718
1(800) 935-2153
support@equiptlist.com

14. Classified Listings. The Guest accepts the Equipment in “as is” condition, and acknowledges and agrees that the Host makes no warranty or representation to the Guest, express or implied, as to its condition or its usefulness for any particular purpose. Classified Listings are offered without, but not limited to, the requirement that they be in good working condition, fit for a particular purpose, or be subject to manufacturer’s warranties. The Guest represents and warrants that it is knowledgeable with respect to the use and safe operation of the Equipment.
15. Our Independence. Equiptlist is an independent party and not party to any of the rental agreements between Hosts and Guests. The Site operates exclusively as a venue for Hosts and Guests to connect and establish Rental or Purchase Contracts with one another. Nothing on the Site or in the dealings between Host and Guest shall alter our status as an independent party or impose obligations on us that are not expressly included in these Terms.
 - a. **Equiptlist Services.** We are neither a Host nor Guest with respect to Equipment listed on the Site. We are merely a venue. Our service allows you to participate in purchase agreements conducted by the Hosts. We are solely a passive conduit to facilitate communication between you and the Host. We do not intend to create an agency relationship, nor is one created with this Agreement. We reserve the right, in our sole discretion, to change or discontinue some or all of our services at any time.
 - b. **Control.** We have no control over the existence, quality, authenticity, safety or legality of the Equipment or items advertised, the truth or accuracy of any Host content or Listings, the ability of Hosts to sell/rent or the ability of Guests to purchase/rent Equipment. We do not guarantee, represent nor warrant that a Host will complete a transaction pursuant to its Listing obligations.
 - c. **RELEASE. IN THE EVENT THAT YOU HAVE A DISPUTE WITH A HOST, YOU RELEASE EQUIPTLIST (AND OUR OFFICERS, DIRECTORS, AGENTS, PARENT, SUBSIDIARIES, JOINT VENTURES, AND EMPLOYEES) FROM CLAIMS, DEMANDS AND DAMAGES OF EVERY KIND AND NATURE (INCLUDING, BUT NOT LIMITED TO**

ACTUAL, DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL), KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES, AND REGARDLESS OF WHETHER SUCH CLAIMS, DEMANDS AND DAMAGES ARISE IN CONTRACT, TORT, PRODUCT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE PRINCIPLE. IN ENTERING INTO THIS RELEASE, YOU EXPRESSLY WAIVE ANY PROTECTIONS (WHETHER STATUTORY OR OTHERWISE) THAT WOULD OTHERWISE LIMIT THE COVERAGE OF THIS RELEASE TO INCLUDE ONLY THOSE CLAIMS WHICH YOU MAY KNOW OR SUSPECT TO EXIST IN YOUR FAVOR AT THE TIME OF AGREEING TO THIS RELEASE.

- d. Fees. To cover the cost of Site services provided, Equiptlist may collect fees in accordance with each Listing transaction. Equiptlist shall charge fees (“Fees”), in accordance with the Fee Schedule posted here: [\[Link\]](#). Except where these Terms expressly prohibit, Equiptlist may, at any time, and at their sole discretion, modify these Terms, including Fees, without notice to the Guest. Any such modification will be effective immediately upon public posting. Your continued use of our Site constitutes your acceptance of the modified terms.
- 16. Goods Not for Resale or Export. Guest represents and warrants that they are buying or renting Equipment, goods or products from the Site for their own use, and not for resale or export. Guest further represents and warrants that Equipment rented through the Site shall not be transferred, delivered, or otherwise relocated outside of the contiguous United States, consisting of the 48 adjoining U.S. States and the District of Columbia, and Equipment purchased through the Site shall be set for delivery or pick-up at a location within the contiguous United States.
- 17. Guest Requirements for Use. Guest makes the following representations and warranties regarding the acceptance, possession and use of the Equipment:
 - a. The delivery site will be reasonably accessible, safe, and secure, and that Equipment will be operated on a safe location with a solid and level surface;
 - b. Equipment will not be subject to neglect, carelessness, misuse, or abuse, including but not limited to, being overloaded or taxed beyond its capacity (including rigging weight capacity limits) or be used for transportation, storage, use or removal of explosives or hazardous products or materials as may be defined by federal, state or local regulatory or enforcement agencies;
 - c. Equipment will be:
 - i. operated only by authorized individuals who over the age of 18, are not under the influence of drugs or alcohol or otherwise impaired, and who are properly trained and qualified to use Equipment;

- ii. used with protective equipment according to legal and industry standards, and in a careful, proper and legal manner;
 - iii. used in compliance with all operational and safety instructions provided on, in or with Equipment, including the manufacturer's specifications, and all federal, state and local laws, ordinances, rules, standards and regulations; and
 - iv. kept in a secure location.
 - d. Guest acknowledges that Guest is solely responsible to obtain training that Guest desires or deems necessary prior to the use of Equipment and Guest disclaims any obligation or responsibility of Equiptlist to Guest or any operator of Equipment;
 - e. Equipment will not be used when overloaded, or to carry persons or property for hire;
 - f. Guest will not allow the use of Equipment in any publication (print, in audiovisual or electronic format);
 - g. Guest will pay for any fees for licenses, registrations, permits, and other certificates that may be required for the lawful operation of Equipment; and
 - h. Guest or its employees and agents will not alter or cover any decals or insignia on Equipment or remove any operational or safety instructions.
18. Privacy. We respect your privacy and are committed to protecting it. Our Privacy Policy, <https://equiptlist.com/wp-content/uploads/2024/06/Website-Privacy-Policy-Equiptlist.pdf>, governs the processing of all personal data collected in connection with a rental or purchase of Equipment, goods, products through the Site.
19. Indemnification. To the maximum extent permitted by applicable law, Guest expressly agrees to indemnify, release, defend, and hold Equiptlist, and Equiptlist's owners, officers, employees, representatives, and agents, harmless, from and against any and all loss, damage, claim, expense, or cost (including attorneys' fees, court costs and disbursements) in any way related to: (i) your breach of these Terms (including any supplemental or additional terms) or Contract (ii) your improper use of the Site, (iii) your interaction with any Host or Guest, including, without being limited to, claims by Guests, renters, third-parties claiming an interest in the Equipment, or its proceeds, or claims based on personal injury, losses, damages, or death to Host, Guest, or any third-party including without limitation any injuries, losses or damages (whether compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of such interaction or use of Equipment, (iv) your failure, or our failure at your direction, to accurately report, collect or remit Taxes, or (v) your breach of any laws, regulations or third party rights such as intellectual property or privacy rights.
20. Opportunity for Review. Guest acknowledges that you have had the opportunity to review this Agreement, to have this Agreement reviewed by an attorney of your own choosing, to discuss the terms, conditions and restrictions of this Agreement with such attorney, and to

request revisions to this Agreement prior to its execution.

21. Covenant of Good Faith and Fair Dealing. Guests shall not do anything that shall have the effect of injuring the right of another Host or Guest to receive the benefits of these Terms, or do anything that would render performance under these Terms impossible. Each Guest shall perform all acts contemplated by these Terms to accomplish the objective and purpose of these Terms.
22. Binding Effect. This Agreement shall be binding on, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors and assigns as the case may be.
23. Governing Law; Jurisdiction; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware and the Delaware Court of Chancery including its statutes of limitations, but without regard to its rules governing conflict of laws. All claims, disputes, and other matters between the parties shall be brought in the state or federal courts sitting in and for the State of Delaware, which courts shall have exclusive jurisdiction, and shall be the exclusive venue, for any and all such claims, disputes, and other matters between the parties.
24. Severability. If any section, sub-section, or portion of this Agreement shall, for any reason, be adjudged by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall, to the extent practicable, remain in full force and effect.
25. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes any and all prior written or oral understandings or agreements and any and all contemporaneous oral understandings or agreements with respect to the subject matter of this Agreement.