

RIGHTNOW RENTALS LLC

RENTAL TERMS AND CONDITIONS

Updated August 26th, 2026

IMPORTANT: Lessee must immediately stop using unsafe Equipment, notify Lessor, and ensure the Equipment is returned as directed. Cost responsibility is determined after inspection under Section 10.

Agreement. RightNow Rentals LLC ("RightNow Rentals" or "Lessor") rents the personal property identified in the rental order, reservation, invoice, or checkout record (collectively, the "Equipment") to the person or entity identified as the renter ("Lessee"). The rental order and these Terms and Conditions together constitute the "Agreement." In consideration of the rental, Lessee acknowledges and agrees as follows:

1. INSPECTION AND ACCEPTANCE

Before leaving Lessor's premises or accepting delivery, Lessee shall inspect the Equipment and promptly report any visible defect, damage, missing component, or unsafe condition. Unless noted in writing or in photographs accepted by Lessor before use, Lessee acknowledges that the Equipment was received in good operating condition and suitable for the general type of use disclosed to Lessor.

Lessee is responsible for determining that the Equipment, tow vehicle, hitch, cargo, route, and intended use comply with all manufacturer requirements and applicable laws.

2. MALFUNCTIONING OR UNSAFE EQUIPMENT

If the Equipment becomes unsafe, damaged, disabled, or in disrepair, Lessee shall immediately discontinue use, place it in a safe location if that can be done safely and legally, notify Lessor, and follow Section 10. Lessee shall not continue towing unsafe Equipment.

Subject to availability and Lessor's evaluation of the circumstances, Lessor may provide replacement Equipment, a rental credit, or another reasonable remedy. Replacement Equipment is not guaranteed. Except as required by law, Lessor is not responsible for loss of time, delay, lost profits, loss of use, substitute transportation, cargo loss, lodging, or other incidental or consequential loss.

3. NO WARRANTIES

TO THE FULLEST EXTENT PERMITTED BY LAW, THE EQUIPMENT IS RENTED "AS IS." LESSOR DISCLAIMS WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED. Nothing in this Agreement excludes a warranty or remedy that cannot lawfully be excluded.

4. AUTHORIZED DRIVERS AND RESPONSIBILITY FOR OTHERS

Only Lessee and drivers identified in the rental order before possession is released—or added by a written or electronic amendment before operating or towing the Equipment—may possess, operate, or tow it. Each authorized driver must provide current government-issued photo identification and be legally qualified to tow the Equipment. Lessee is responsible for the acts and omissions of every person who uses, loads, possesses, transports, or has access to the Equipment with Lessee's permission.

5. PROHIBITED USES

The following are prohibited and constitute a material breach of this Agreement:

- Illegal use, or use by an unlicensed, impaired, fatigued, reckless, or unauthorized driver.
- Misuse, abuse, racing, off-road use, intentional damage, or use for an undisclosed or unintended purpose.
- Exceeding the Equipment's rated capacity, gross vehicle weight rating, axle rating, tire rating, tongue-weight limits, or the tow vehicle or hitch manufacturer's limits.
- Improper loading, unbalanced loading, unsecured cargo, transporting passengers in or on the Equipment, or transporting prohibited, hazardous, explosive, corrosive, or illegal materials without Lessor's written approval.
- Subleasing, lending, assigning, modifying, or repairing the Equipment—except for emergency action expressly permitted under Section 10—or allowing a lien to be placed on the Equipment without Lessor's prior written approval.
- Taking the Equipment outside the United States, its territories or possessions, Puerto Rico, or Canada; taking it across any international border; or placing it on an aircraft or watercraft without Lessor's prior written approval.
- Disconnecting, defeating, or tampering with any tracking, safety, braking, lighting, or security device.

6. TOW VEHICLE, HITCH, LOADING, AND SAFE OPERATION

Lessee shall use a properly registered, insured, maintained, and adequately rated tow vehicle, hitch, hitch ball, receiver, electrical connection, and brake controller when required. Lessee is solely responsible for proper loading, weight distribution, cargo securement, and compliance with posted speeds, weather conditions, road restrictions, and applicable law.

Before departure and at reasonable intervals—including approximately every 100 miles and at fuel or rest stops—Lessee shall inspect the coupler and lock, hitch ball, safety chains, breakaway cable, electrical connection, brakes, lights, tires, visible wheel and lug-nut condition, cargo securement, jack, doors, ramps, gates, and latches. Lessee shall stop immediately if any unsafe condition, unusual vibration, warning, or malfunction appears.

7. RENTAL PERIOD, EXTENSIONS, LATE RETURN

The rental period begins when an authorized user takes physical possession of the Equipment under an electronically signed rental order and ends at the earlier of the return date and time shown on the rental order or the Equipment's return to Lessor's possession. Time is of the essence. An extension is effective only if approved by Lessor and documented in writing or electronically before the current rental period expires. Keeping the Equipment beyond the agreed return time without an approved extension is a material breach and may result in additional rent, late charges stated in the rental order, recovery costs, and other lawful remedies.

8. RETURN OF EQUIPMENT

Lessee shall return the Equipment to the original RightNow Rentals pickup location, or another location approved by Lessor in writing, by the due date and time, clean and in the same condition received except for ordinary wear and tear. Unless Lessor has authorized an after-hours return procedure in writing, the Equipment must be returned during regular business hours.

Lessee remains responsible for loss, theft, damage, impoundment, and charges until the Equipment is returned to the authorized location, disconnected and secured as directed, and Lessor has regained possession. If Lessor agrees to retrieve the Equipment, Lessee remains responsible until Lessor or its authorized agent takes possession.

9. DAMAGE, LOSS, AND REPAIR COSTS

Except for documented preexisting damage, ordinary wear and tear, an internal mechanical failure not caused or contributed to by Lessee, and amounts expressly waived under Section 11, Lessee is responsible for physical damage to or loss of the Equipment occurring while it is in Lessee's possession or control. Lessee shall pay reasonable costs of diagnosis, parts, labor, towing, recovery, storage, loss of use when legally recoverable, diminished value when supported, and replacement of missing items.

Equipment damaged beyond economical repair or not recovered shall be valued at the reasonable cost of replacing it with equipment of comparable age, condition, specifications, and utility immediately before the loss, less applicable salvage value. Rental payments are not credited toward repair or replacement costs. Lessor shall provide a reasonable description or documentation of claimed charges upon request.

10. BREAKDOWN, DISABLED TRAILER, AND RETURN RESPONSIBILITY

If the Equipment becomes unsafe, disabled, damaged, or otherwise inoperable during the rental period, Lessee shall immediately discontinue use, move it to a safe location if that can be done safely and legally, and notify Lessor using the contact information provided in the checkout confirmation or rental order. Lessee shall not continue towing unsafe Equipment or authorize repairs, parts, roadside service, or towing on Lessor's behalf without Lessor's prior approval, except when reasonably necessary in an emergency to protect persons or property.

Regardless of the suspected cause, Lessee remains responsible for promptly ensuring that the Equipment is returned to Lessor's original rental location or another location approved by Lessor. If the Equipment cannot be safely and legally towed using Lessee's tow vehicle, Lessee shall immediately contact Lessor and, following Lessor's direction when reasonably available, arrange for a qualified towing or recovery service. In an emergency involving an immediate threat to persons or property, Lessee may arrange necessary towing without prior approval but must notify Lessor as soon as reasonably possible. Lessor may assist with coordination, but that assistance does not determine which party ultimately pays the expense.

Responsibility for reasonable towing, recovery, roadside-service, repair, and related return expenses will be determined after Lessor inspects the Equipment and evaluates the circumstances. Lessee may be required to pay or advance such expenses pending that determination. Payment in advance is not a final determination of responsibility.

If Lessor determines that the breakdown resulted solely from an internal mechanical defect or ordinary wear and was not caused or contributed to by Lessee, an authorized driver, passengers, the tow vehicle, cargo, road or impact damage, misuse, overloading, improper loading or hitching, failure to perform required inspections, continued operation after a warning or malfunction, or another act or omission within Lessee's control, Lessor will reimburse Lessee for reasonable, documented return or recovery expenses that were approved when prior approval was reasonably available.

Lessee is responsible for such expenses to the extent the condition resulted from or was contributed to by an act, omission, misuse, collision, improper towing, overloading, tire or wheel damage, road hazard, cargo, tow-vehicle problem, unauthorized repair, or other circumstance attributable to Lessee or anyone acting with Lessee's permission.

Lessee shall preserve itemized receipts, photographs, replaced parts when reasonably available, and other requested documentation. Lessor will notify Lessee of its cost-responsibility determination within a reasonable period after the Equipment is returned, inspected, and the requested documentation is received. Any approved reimbursement will be issued within a reasonable period after that determination. Lessor's payment or reimbursement is not an admission of liability. Rental credits, refunds, replacement Equipment, and responsibility for other losses are determined separately under this Agreement.

11. MANDATORY DAMAGE WAIVER

A mandatory Damage Waiver fee equal to 10% of the rental charges shown at checkout—excluding taxes, the Damage Waiver fee itself, and separately stated non-rental fees—applies to every rental. Lessee must complete electronic checkout and accept the rental order and these Terms before possession is released. The Damage Waiver is a limited contractual waiver, not insurance, and provides no bodily-injury, liability, cargo, or other-property coverage. It does not eliminate Lessee's duties under this Agreement. The Damage Waiver and any responsibility charged to Lessee remain subject to nonwaivable requirements of applicable law.

Subject to the terms and exclusions below, the Damage Waiver limits Lessee's responsibility for covered direct physical loss or damage caused by or attributable to Lessee or a person for whom Lessee is responsible to the actual amount of the covered loss or damage, up to \$2,500 for each damaged item in each occurrence. Equipment and attachments designed to function with that Equipment are treated as one item. If more than one separately rented item is damaged, the \$2,500 maximum applies separately to each item.

Covered Damage means accidental direct physical loss or damage from a known event that begins after electronic acceptance and possession by an authorized user, during the rental period, and before the rental period expires or the Equipment is returned, whichever occurs first. If Covered Damage to an item is less than \$2,500, Lessee may owe the actual amount; if it exceeds \$2,500, Lessor will not seek more than \$2,500 from Lessee for that item and occurrence. This maximum applies only to Covered Damage. Lessee's total obligation may exceed \$2,500 when excluded losses, charges, or conduct apply.

The Damage Waiver does not cover:

- Theft, unexplained loss, mysterious disappearance, abandonment, conversion, fraud, intentional damage, vandalism, or malicious mischief.
- Loss of or damage to standalone accessories or removable components—including keys, locks, cords, straps, ramps, jacks, or similar items—that are not specifically listed in the rental order. Attachments listed in the rental order and designed to function with the Equipment are included with that Equipment as one item.
- Mechanical breakdown or failure; wear and tear; gradual deterioration; inherent vice or structural defect; rust, corrosion, freezing, or temperature-related damage, except direct resulting damage caused by a separate Covered Damage event.
- Failure to properly inspect, service, or maintain the Equipment; failure to follow manufacturer instructions; processing or work performed on the Equipment; or damage caused by ingestion or entry of rocks, dirt, trash, or another foreign object.
- Damage resulting from an unauthorized driver or user, illegal use, racing, reckless conduct, intentional misuse, abuse, unauthorized repair, or another prohibited or unintended use under this Agreement.
- Damage resulting from overloading, improper loading, unsecured cargo, improper hitching, use of an inadequately rated tow vehicle or hitch, or continued operation after a warning, malfunction, or unsafe condition.
- Damage to tires, tubes, wheels, hubs, bearings, axles, or brakes caused solely by puncture, blowout, curb impact, road hazard, dragging, overheating, improper inflation, or continued operation after tire, wheel, or running-gear damage becomes apparent.
- Loss of use, towing, recovery, roadside service, storage, impound fees, administrative charges, diminished value, cargo loss, consequential loss, bodily injury, or liability to any third party.

12. THEFT, DISAPPEARANCE, AND ABANDONMENT

Lessee shall immediately notify Lessor and law enforcement of any theft, attempted theft, disappearance, or abandonment; provide the police-report number; and fully cooperate with any investigation or insurance claim. Because these losses are excluded from the Damage Waiver, Lessee remains responsible for the resulting loss and related charges. Insurance proceeds or third-party recoveries actually received by Lessor for the same loss will be credited so that Lessor does not recover more than its actual loss and properly chargeable expenses. If Lessor receives such proceeds or recoveries after Lessee has paid, Lessor will refund the corresponding credit within a reasonable period after receipt. Equipment not returned when due may be reported or pursued as unlawfully retained or stolen when permitted by law after Lessor makes reasonable efforts to contact Lessee or when circumstances otherwise reasonably indicate theft or conversion.

13. ACCIDENT AND INCIDENT REPORTING

Lessee shall immediately notify Lessor of any accident, collision, injury, property damage, cargo loss, impoundment, citation involving the Equipment, or contact with law enforcement. Lessee shall contact law enforcement when required by law or requested by Lessor; obtain names, contact and insurance information of involved persons and witnesses; take reasonable photographs of the Equipment, tow vehicle, cargo, scene, and other vehicles; avoid admitting fault; and cooperate with Lessor and insurers. Lessee may not settle a claim or authorize repair on Lessor's behalf.

14. INDEMNIFICATION AND ALLOCATION OF RISK

To the fullest extent permitted by law, Lessee assumes the risks arising from Lessee's possession, loading, towing, operation, storage, and return of the Equipment and shall defend, indemnify, and hold harmless Lessor and its owners, employees, and agents from third-party claims, damages, losses, and reasonable legal expenses arising from the acts or omissions of Lessee or persons for whom Lessee is responsible.

Nothing in this Agreement releases, limits, or indemnifies Lessor for liability that cannot lawfully be waived, including liability arising from Lessor's willful misconduct or gross negligence.

15. LIMITATION OF LIABILITY

To the fullest extent permitted by law, Lessor is not liable for indirect, incidental, special, exemplary, or consequential damages—including loss of time, inconvenience, lost profits, loss of use, substitute transportation, lodging, or cargo loss—arising from use, delay, accident, or breakdown. This limitation does not apply to liability that cannot lawfully be limited.

16. LOADING AND UNLOADING ASSISTANCE

Any assistance by Lessor's personnel with connecting, loading, unloading, or securing is a courtesy and does not transfer Lessee's responsibility to confirm that the hitch connection, safety equipment, cargo placement, and securement are correct before departure. Nothing in this section limits liability that cannot lawfully be limited.

17. TOLLS, CITATIONS, IMPOUNDMENT, AND CLEANING

Lessee is responsible for tolls, parking charges, traffic or weight citations attributable to Lessee's use, impound and storage charges, cleaning beyond ordinary use, and fees imposed because of prohibited cargo or conduct. Lessor may charge reasonable administrative costs incurred in processing such items if disclosed in the rental order or otherwise permitted by law.

18. DEFAULT, RECOVERY, AND REPOSSESSION

Failure to pay amounts due, failure to return the Equipment, prohibited use, material misrepresentation, or another material breach permits Lessor to terminate the rental and exercise lawful remedies. To the extent permitted by law and without breach of the peace, Lessor may locate and recover the Equipment. Lessee shall provide reasonable access and is responsible for reasonable recovery costs to the extent the default or need for recovery is attributable to Lessee. Nothing authorizes unlawful entry, trespass, or conduct prohibited by law.

19. PAYMENT; COLLECTION COSTS

Amounts are due as stated in the rental order. Lessee authorizes Lessor to charge the payment method provided for agreed rental charges and other amounts properly due under this Agreement, subject to applicable law and card-network rules. Lessee shall pay reasonable collection costs, court costs, and attorneys' fees to the extent permitted by law. Any service charge or late fee must be stated in the rental order or otherwise permitted by law.

20. MANUFACTURER DISCLAIMER

Lessor is not the manufacturer of the Equipment and is not the manufacturer's agent. Manufacturer instructions, warnings, capacities, and labels remain applicable and must be followed.

21. GOVERNING LAW; SEVERABILITY; ENTIRE AGREEMENT

Minnesota law governs this Agreement, without regard to conflict-of-law principles. Venue for a dispute shall lie in a court of competent jurisdiction in Douglas County, Minnesota, unless applicable law requires otherwise.

If any provision is held unenforceable, it will be limited or severed to the minimum extent necessary and the remaining provisions will remain effective. The rental order and these Terms constitute the entire agreement concerning the rental and supersede prior discussions. A change or waiver must be in writing and accepted by Lessor. Electronic signatures and electronic notices may be used to the extent permitted by law.

22. ELECTRONIC ACKNOWLEDGMENT

Before possession is released, the electronic rental order must identify every authorized user and list each item by registration number, VIN or serial number, year, make, and model. By completing checkout with a valid major credit card in Lessee's name and accepting these Terms, Lessee electronically signs and agrees to the rental order, including Section 11's mandatory 10% Damage Waiver fee, exclusions, and \$2,500 maximum for each damaged item in each occurrence. Lessor may retain the acceptance record, identification, Equipment schedule, checkout records, applicable program certificate, and Terms version.