

Rental Policy for 3D Rentals NC, LLC

1. Introduction

3D Rentals NC, LLC, (“the company” or “company” herein) a North Carolina limited liability company with its principal place of business at 4030 Wake Forest Road STE 349, Raleigh, NC 27609, provides high-quality equipment rentals for construction, industrial, and related applications. This rental policy outlines the terms and conditions governing equipment rentals, ensuring a safe, efficient, and transparent experience while protecting the company’s assets. By renting equipment, customers agree to be bound by this policy and the associated rental agreement, which reflects industry-standard protections used by leading U.S. equipment rental companies.

2. Rental Agreement

1. **Duration:** Equipment may or may not be available for the following durations. The rental period begins when the equipment is picked up and/or delivered and ends when it is returned to or collected by the company. No reimbursement or extension shall be provided for unused time as the rental charge compensates for the opportunity to use the equipment, whether used or not.
 - a. Half-day (4 hours) or less
 - b. Full day (24 hours) with maximum of 8 hours added to the hour meter.
 - c. Full week (7 consecutive days) with maximum of 40 hours added to the hour meter.
 - d. Monthly (4 consecutive weeks) with maximum of 160 hours added to the hour meter.
2. **Rental Rates:** Rates are specified in the rental agreement, based on equipment type and duration. Rates are exclusive of taxes, and customers are responsible for all applicable sales, use, or other taxes, pursuant to [NC Gen Stat § 105-164.4](#).
3. **Security Deposit:** A security deposit is required beyond the rental payment for all equipment. The security deposit will be determined based on the equipment’s value and type, with a minimum of \$500 for high-value items. The deposit is held via credit card in the customer’s name, matching a valid government-issued identification, and refunded within 10 business days after the equipment is back in custody of the company, less any deductions for damages or late fees.
 - a. Bobcat 418 Mini Excavator: \$500
 - b. Toro Dingo TX427: \$500
 - c. 6-inch Wood Chipper: \$500
 - d. Concrete Mixer: \$300
 - e. Chainsaws: \$300
 - f. Garden Tillers: \$100
 - g. Carpet Cleaner: \$100
 - h. 12-inch Compound Miter Saw: \$100
 - i. 10-inch Table Saw: \$100
 - j. All smaller hand tools and add-ons: Varies

4. **Payment Methods:** Payments are accepted via credit card, debit card, or cryptocurrency as specified by the company. Cryptocurrency payments are calculated based on the USD value at the time of payment, using the exchange rate provided by the company's chosen payment processor. All payments, except the security deposit, are final and non-refundable. The company is not responsible for losses or damages arising from cryptocurrency payment issues, including but not limited to transaction failures or volatility.

3. Customer Responsibilities

1. **Use of Equipment:** Customers shall operate equipment with due care, adhering to manufacturer guidelines, federal, state, and local laws, rules, regulations, and governmental directives. Only qualified and competent individuals over 21 years of age, trained in the equipment's operation, may use it.
 - a. Customer shall be responsible for their own personal education of the equipment and its operations and capabilities and for the education of any operators thereof.
 - b. The company may provide instruction on the equipment and its operations and capabilities if inquired.
 - c. Customers shall not alter or modify equipment without prior written consent from the company.
2. **Maintenance:** Customers shall be responsible for the proper operation and maintenance during the rental period, including but not limited to greasing all fittings, routine checks and adherence to manufacturer standards, at the customer's expense. Any required maintenance or repairs due to customer negligence will be at the customer's sole expense.
3. **Return Condition:** Equipment must be returned clean, in good working order and in the same condition as received, normal wear and tear excepted. Customers shall notify the company immediately of any damage or malfunction.
4. **Permits and Compliance:** Customers are solely responsible for obtaining all permits and licenses required for the installation, operation, possession, and use of the equipment. Any modifications or additions to comply with regulations are at the customer's sole expense and shall be subject to written approval from the company.

4. Liability and Indemnification

1. **Customer Liability:** Customers assume all risks associated with the possession, control, or use of the equipment from the time of acceptance until the company regains possession, including but not limited to personal injury, death, theft, losses, damages, and destruction, whether the customer is at fault or not. In the event of loss or damage, customers shall:
 - a. Immediately notify 3D Rentals NC, LLC, and their insurance carriers.
 - b. File a police report within 24 hours (if necessary).
 - c. Submit copies of police or third-party reports to the company within 24 hours after the report was filed.
 - d. Secure and maintain the equipment and surrounding premises until the company investigates.
 - e. Collect pictures of the equipment and surrounding areas.

- f. Pay the rental rate until repairs are completed and/or the equipment is replaced, and the equipment is available for rent, including all associated costs for the repairs and/or replacement, including but not limited to:
 - i. Painting.
 - ii. Equipment signage.
 - iii. Interest and collection charges.
2. **Indemnification:** Customers shall indemnify, defend, and hold 3D Rentals NC, LLC, its members, managers, employees, agents, contractors, and affiliates harmless from all losses, liabilities, actions, suits, judgments, obligations, fines, penalties, claims, costs, and expenses (including reasonable attorneys' fees and investigative fees) arising out of or related to the rental, use, operation, possession, delivery, or return of the equipment, except to the extent caused by the company's gross negligence or willful misconduct.
3. **Limitations of Liability:** To the fullest extent permitted by law, 3D Rentals NC, LLC and its affiliates shall not be liable for personal injury, property damage, lost profits, work stoppage, lost data, or any special, direct, indirect, or consequential damages while the equipment is in the customer's possession, except for damages caused by the company's gross negligence or willful misconduct. The company's liability for any breach or failure to perform is limited to and at its sole discretion:
 - a. Refund of rental fees paid, not exceeding the total paid.
 - b. On-site repair of defective equipment.
 - c. Replace equipment with like kind and quality.
 - d. Collection and repair of equipment with return to the customer.
4. **Disclaimer of Warranties:** For consumer leases, as defined in [NC Gen Stat § 25-2A-103](#), the company undertakes no responsibility for the quality of the equipment except as provided in the rental agreement, and assumes no responsibility for fitness for a particular purpose except as specified. 3D Rentals NC, LLC disclaims all warranties, express or implied, including merchantability and fitness for a particular purpose, pursuant to [NC Gen Stat § 25-2A-214](#).

5. Insurance Requirements

1. **Mandatory Insurance:** Customers shall maintain adequate insurance coverage for the rented equipment, including general liability insurance with a minimum limit of \$1,000,000 per occurrence and property insurance covering the equipment's replacement value. Customers shall provide proof of insurance, naming 3D Rentals NC, LLC as an additional insured and loss payee, with a waiver of subrogation and 30 days' notice of cancellation, and on file in our office prior to rental, and with an acceptance letter or through electronic means, from 3D Rentals NC, LLC accepting the insurance. Or;
2. **Rental Damage Waiver (RDW):** For equipment valued at or over \$1,000. Customers shall be required to purchase the RDW for an additional fee of 15% of the total rental cost plus all applicable tax (notwithstanding Section 5.1) which limits the customers' liability for accidental damage and covered events, pursuant to section 8 herein.
3. **Rental Protection Plan (RPP):** For equipment valued below \$1,000. Customers may opt for the RPP for an additional fee of 15% of the total rental cost, which limits liability for accidental damage and covered events, pursuant to section 9 herein.

6. Permits and Compliance

1. **Permits:** Customers are solely responsible for obtaining all permits and licenses required for the installation, operation, possession, and use of the equipment, including all associated costs.
2. **Compliance:** Customers shall comply with all manufacturer guidelines, federal, state, and local laws, rules, regulations, and governmental directives applicable to the equipment's use. Any modifications or additions to comply with regulations are at the customer's sole expense and shall be subject to written approval from 3D Rentals NC, LLC.

7. Returns, Late Fees and Extra Charges

1. **Return Process:** Customers shall return equipment or make it available for pick-up by the end of the rental period.
2. **Late Returns:** Customer shall incur a fee of 125% of the daily rental rate for each day or partial day the equipment is not returned, calculated by dividing the total rental fee by the rental duration. Customers shall be responsible for any additional costs associated with the resecuring of company assets.
3. **Inspection and Charges:** Upon return, 3D Rentals NC, LLC will inspect the equipment for damage beyond normal wear and tear. Customer shall be charged for repairs or replacement costs and shall be deducted from the security deposit or billed separately if the deposit is insufficient.
4. **Extra Charges:** If equipment is returned to the company in a non-working manner or other than what was accepted by the customer, the customer shall be responsible for the daily rental rate including all applicable taxes, until that piece of equipment is repaired and/or replaced including all repair and/or replacement costs.

8. Rental Damage Waiver (RDW)

1. **THE RDW IS A CONTRACTUAL MODIFICATION OF CUSTOMER'S LIABILITY**
2. **Rental Damage Waiver (RDW):** For equipment valued over \$1,000. Customers shall be required to purchase the RDW for an additional fee of 15% of the total rental cost plus all applicable taxes (notwithstanding Section 5.1) which limits the customers' liability for accidental damage and covered events.
 - a. The RDW is not insurance and requires full compliance with this policy to maintain its limited liability for the customer.
 - b. "Accidental damage" refers to unintentional physical damage from sudden, unforeseen events, excluding normal wear and tear.
3. **Option to Purchase:** The RDW is mandatory (notwithstanding section 5.1 herein) and shall cost an additional 15% plus any applicable taxes, of the total rental cost, payable at booking.
4. **Coverage:** Contract is modified by the RDW, if offered on the equipment, and shall limit the amount 3D Rentals NC, LLC collects from customer for the equipment due to loss, damage or destruction to the following amounts for each covered piece of equipment. The foregoing RDW liability reduction only applies if the Conditions (Sec. 8.6) are satisfied and an Exclusion (Sec. 8.7) does not apply.
 - a. Per each occurrence:

- i. For direct and/or accidental damage including weather-related events customer shall be responsible for up to \$2,500 per piece of covered equipment provided the customer informs the company prior to the rental expiration and provides a written statement of incident including pictures.
 - ii. For stolen or vandalized equipment, Customer shall be responsible for up to \$2,500 per piece of covered equipment provided a police report is filed immediately, not to exceed 24 hours after discovery, and a copy is provided to the company within 24 hours after the police report is filed.
 - iii. Tire repairs/replacements, per tire, over \$50 (customer is responsible for first \$50)
 - iv. Rental charges which would otherwise accrue during the period when missing, damaged or destroyed equipment is being repaired or replaced by the company.
- 5. **Covered Events:** Provided Customer has adhered to this policy in its entirety.
 - a. collision
 - b. overturns
 - c. earthquake
 - d. theft
 - e. fire
 - f. tornado
 - g. flood
 - h. vandalism
 - i. hail
 - j. wind
- 6. **Conditions:** The RDW applies only if all below are satisfied and no exclusions apply:
 - a. The customer accepts the RDW before the rental begins.
 - b. The customer pays the 15% fee plus applicable taxes.
 - c. The customer complies with all policy terms.
 - d. The customer's account is current at the time of loss, or damage.
- 7. **Exclusions:** The RDW does not cover:
 - a. Loss or damage due to theft or vandalism, unless a police report is filed within 24 hours of discovery and a copy of the police report is provided to the company within 24 hours after the police report is filed.
 - b. Ingestion or the drawing-in of any foreign object, rock, dirt, trash or any other material.
 - c. Usage in a manner inconsistent with its intended purpose.
 - d. Governmental action.
 - e. Artificially generated electric current.
 - f. Intentional damage or misuse of the equipment.
 - g. Damage from violation of this policy's terms.
 - h. Damage by unauthorized operators.
 - i. Normal wear and tear.
 - j. Loss of use, delay or consequential damage.
 - k. Environmental damage (e.g., rust, corrosion, deterioration).
 - l. Mechanical or electrical breakdowns or failure, unless caused by covered event.
 - m. Damage from improper maintenance or failure to follow manufacturer guidelines.
 - n. Damage from improper loading, unloading, or transportation.
 - o. Use on public highways or roads unless permitted by the company in writing.
 - p. Direct physical damage to accessories or equipment.

- q. Glass or tire damage (notwithstanding Sec. 8.4.a.iii) unless part of another covered event.
 - r. Lost or misplaced equipment.
 - s. Mysterious disappearance, including but not limited to the following.
 - i. The loss of property (like jewelry, electronics, or valuable items) without any signs of forced entry, theft, or damage.
 - ii. A situation where, after a reasonable investigation, the cause of the loss cannot be determined.
 - iii. A scenario where the property simply vanishes, leaving the area unchanged since it was last seen.
8. **Non-Insurance:** The RDW is a contractual agreement, not an insurance policy. The RDW is NOT INSURANCE and DOES NOT protect Customer from liability to 3D Rentals NC, llc or others arising out of possession or loss thereof, control or use of the equipment, including but not limited to injury or damage to persons or property. Customers are advised to consult their insurance provider for coverage.
9. **THE EXCLUSIONS REMAIN THE LIABILITY OF CUSTOMER AND ARE NOT MODIFIED BY THE RDW. RDW IS REFLECTED ON THIS CONTRACT AS PART OF CUSTOMER'S ESTIMATED CHARGES UNLESS CUSTOMER HAS ELECTED TO DECLINE RDW IN WRITING, FAILS TO PAY THE RDW FEE OR MADE OTHER CONTRACTUAL ARRANGEMENTS WITH 3D Rentals NC, llc.**
- a. Notwithstanding anything to the contrary in this contract, if lost, misplaced or stolen equipment is later recovered, 3D Rentals NC, llc retains ownership of the equipment regardless of any payments made by customer and/or customer's insurance company with respect to such equipment, all of which payments are non-refundable.
 - b. Customer agrees to promptly return any equipment that is recovered back to the company.
 - c. 3D Rentals NC, llc shall be subrogated to Customer's rights to recover against any person or entity relating to any loss, theft, damage or destruction to the equipment.
 - d. Customer shall cooperate with and assign 3D Rentals NC, llc all claims and proceeds arising from such loss, theft, damage or destruction and execute and deliver to 3D Rentals NC, llc whatever documents are required and take all other necessary steps to secure 3D Rentals NC, llc such rights, at Customer's expense.

9. Rental Protection Plan (RPP)

- 1. **THE RPP IS A CONTRACTUAL MODIFICATION OF CUSTOMER'S LIABILITY**
- 2. **Rental Protection Plan (RPP):** For equipment valued under \$1,000. Customers can opt to purchase the RPP for an additional fee of 15% of the total rental cost plus all applicable taxes (notwithstanding Section 5.1) which limits the customers' liability for accidental damage and covered events.
 - a. The RPP is not insurance and requires full compliance with this policy to maintain its limited liability for the customer.
 - b. "Accidental damage" refers to unintentional physical damage from sudden, unforeseen events, excluding normal wear and tear.
- 3. **Option to Purchase:** The RPP is optional and shall cost an additional 15% plus any applicable taxes, of the total rental cost, and customer shall elect or deny at booking prior to rental.

4. **Coverage:** Contract is modified by the RPP, if offered on the equipment, and shall limit the amount 3D Rentals NC, LLC collects from customer for the equipment due to loss, damage or destruction to the following amounts for each covered piece of equipment. The foregoing RPP liability reduction only applies if the Conditions (Sec. 9.6) are satisfied and an Exclusion (Sec. 9.7) does not apply.
 - a. Per each occurrence:
 - i. For direct and/or accidental damage including weather-related events customer shall be responsible for up to \$250 per piece of covered equipment provided the customer informs the company prior to the rental expiration and provides a written statement of incident including pictures.
 - ii. For stolen or vandalized equipment, Customer shall be responsible for up to \$250 per piece of covered equipment provided a police report is filed immediately, not to exceed 24 hours after discovery, and a copy is provided to the company within 24 hours after the police report is filed.
 - iii. Tire repairs/replacements, per tire, over \$50 (customer is responsible for first \$50)
 - iv. Rental charges which would otherwise accrue during the period when missing, damaged or destroyed equipment is being repaired or replaced by the company.
5. **Covered Events:** Provided Customer has adhered to this policy in its entirety.
 - a. collision
 - b. overturns
 - c. earthquake
 - d. theft
 - e. fire
 - f. tornado
 - g. flood
 - h. vandalism
 - i. hail
 - j. wind
6. **Conditions:** The RPP applies only if all conditions below are satisfied and no exclusions apply:
 - a. The customer accepts the RPP before the rental begins.
 - b. The customer pays the 15% fee plus applicable taxes.
 - c. The customer complies with all policy terms.
 - d. The customer's account is current at the time of loss, or damage.
7. **Exclusions:** The RPP does not cover:
 - a. Loss or damage due to theft or vandalism, unless a police report is filed within 24 hours of discovery and a copy of the police report is provided to the company within 24 hours after the police report is filed.
 - b. Ingestion or the drawing-in of any foreign object, rock, dirt, trash or any other material.
 - c. Usage in a manner inconsistent with its intended purpose.
 - d. Governmental action.
 - e. Artificially generated electric current.
 - f. Intentional damage or misuse of the equipment.
 - g. Damage from violation of this policy's terms.
 - h. Damage by unauthorized operators.
 - i. Normal wear and tear.
 - j. Loss of use, delay or consequential damages.

- k. Environmental damage (e.g., rust, corrosion, deterioration).
 - l. Mechanical or electrical breakdowns or failure, unless caused by covered event.
 - m. Damage from improper maintenance or failure to follow manufacturer guidelines.
 - n. Damage from improper loading, unloading, or transportation.
 - o. Use on public highways or roads unless permitted by the company in writing.
 - p. Direct physical damage to accessories or equipment.
 - q. Glass or tire damage (notwithstanding Sec. 9.4) unless part of another covered event.
 - r. Lost or misplaced equipment
 - s. Mysterious disappearance, including but not limited to the following.
 - i. The loss of property (like jewelry, electronics, or valuable items) without any signs of forced entry, theft, or damage.
 - ii. A situation where, after a reasonable investigation, the cause of the loss cannot be determined.
 - iii. A scenario where the property simply vanishes, leaving the area unchanged since it was last seen.
8. **Non-Insurance:** The RPP is a contractual agreement, not an insurance policy. The RPP is NOT INSURANCE and DOES NOT protect customers from liability to 3D Rentals NC, llc or others arising out of possession or loss thereof, control or use of the equipment, including but not limited to injury or damage to persons or property. Customers are advised to consult their insurance provider for coverage.
9. **THE EXCLUSIONS REMAIN THE LIABILITY OF CUSTOMER AND ARE NOT MODIFIED BY THE RPP. RPP IS REFLECTED ON THIS CONTRACT AS PART OF CUSTOMER'S ESTIMATED CHARGES UNLESS CUSTOMER HAS ELECTED TO DECLINE RPP IN WRITING, FAILS TO PAY THE RPP FEE OR MADE OTHER CONTRACTUAL ARRANGEMENTS WITH 3D Rentals NC, llc.**
- a. Notwithstanding anything to the contrary in this contract, if lost, misplaced or stolen equipment is later recovered, 3D Rentals NC, llc retains ownership of the equipment regardless of any payments made by customer or customer's insurance company with respect to such equipment, all of which payments are non-refundable.
 - b. Customer agrees to promptly return any equipment that is recovered back to the company.
 - c. 3D Rentals NC, llc shall be subrogated to Customer's rights to recover against any person or entity relating to any loss, theft, damage or destruction to the equipment.
 - d. Customers shall cooperate with and assign 3D Rentals NC, llc all claims and proceeds arising from such loss, theft, damage or destruction and execute and deliver to 3D Rentals NC, llc whatever documents are required and take all other necessary steps to secure 3D Rentals NC, llc such rights, at Customer's sole expense.

10. Environmental and Safety Compliance

1. **Environmental Surcharge:** A 2% environmental surcharge is applied to all rentals to offset costs related to compliance with environmental laws, waste disposal (e.g., motor oil, hydraulic fluid), and emission reduction technologies, consistent with industry practices.
2. **Safety Training:** Customers must ensure operators are trained in the safe use of equipment. 3D Rentals NC, LLC may provide safety training or guidelines upon request. Customers are responsible for compliance with OSHA and other safety standards.

11. Online Transactions and Data Protection

1. **Payment Processing:** Online transactions are processed through secure third-party payment processors. 3D Rentals NC, LLC does not store credit card information on its servers.
2. **Data Protection:** The company complies with the [North Carolina Identity Theft Protection Act \(NC Gen Stat § 75-60 et seq.\)](#), taking reasonable measures to protect customer personal information. In case of a data breach, affected customers will be notified as required by [NC Gen Stat § 75-65](#).
3. **Consent:** By renting equipment, customers consent to the collection, use, and storage of their personal information as necessary for the rental transaction and legal compliance.

12. General Provisions

1. **Governing Law:** This policy is governed by the internal laws of North Carolina, without regard to conflict of laws principles, pursuant to [NC Gen Stat § 25-2A-106](#).
2. **Dispute Resolution:** Disputes shall first be submitted to mediation in Pender County, North Carolina, before a mutually agreed-upon mediator. If mediation fails, legal action may be pursued in state or federal courts in Pender County, North Carolina, with mediation costs shared equally unless otherwise agreed.
3. **Severability:** If any provision is held invalid, unenforceable, or illegal, the remainder of the policy remains valid and in full force.
4. **Entire Agreement:** This policy, along with the rental agreement, terms of service and privacy policy, constitutes the entire agreement between 3D Rentals NC, LLC and the customer, superseding all prior negotiations, representations, or agreements, whether written or oral. Amendments must be in writing and executed by all parties.
5. **Assignment:** Customers may not assign their rights or obligations under this policy without prior written consent from 3D Rentals NC, LLC. Any unauthorized assignment is void.
6. **Execution:** This policy may be executed in counterparts, each deemed an original. Electronic signatures are valid under [NC Gen Stat § 66-312](#).