

Sun Rental Center Inc. – Terms of Service

Effective: June 26, 2025

Welcome to Sun Rental Center Inc.! These Terms of Service ("Terms") govern your use of our website, mobile applications, rental services, and any other online or offline interactions with Sun Rental Center Inc. ("Sun Rental," "we," "us," or "our"). By accessing or using our services, you agree to be bound by these Terms and our Privacy Policy. If you do not agree to these Terms, please do not use our services.

1. General Conditions

- a. Eligibility: You must be at least 18 years old to use our services and enter into rental agreements.
- b. Accuracy of Information: You agree to provide accurate, current, and complete information when making reservations, creating an account, or interacting with us.
- c. Service Availability: While we strive to make our services available, we do not guarantee uninterrupted access to our website or rental inventory. We reserve the right to modify or discontinue services, or any part thereof, without notice at any time.

2. Rental Services

- a. Rental Agreement: All rentals are subject to a separate written rental agreement that you will sign at the time of reservation or pickup. This agreement will detail specific rental periods, rates, responsibilities, liability, and return conditions. These Terms of Service supplement, but do not replace, the specific terms of your rental agreement.
- b. Pricing: All prices are subject to change without notice. Rental rates are for the agreed-upon period. Additional charges may apply for late returns, damage, cleaning, or other violations of the rental agreement.
- c. Equipment Use: You agree to use rental equipment in a safe and proper manner, consistent with its intended use and any instructions provided by Sun Rental.
- d. Responsibility for Equipment: You are responsible for the rental equipment from the time of pickup/delivery until its return to Sun Rental, including responsibility for loss, theft, or damage, regardless of cause.
- e. Cancellations & Changes: Cancellation and change policies are outlined in your specific rental agreement or reservation confirmation.

3. Online Accounts

- a. Account Creation: You may be required to create an account to access certain features or services.
- b. Account Security: You are responsible for maintaining the confidentiality of your account password and for all activities that occur under your account. You agree to notify us immediately of any unauthorized use of your account.
- c. Account Termination: We reserve the right to suspend or terminate your account at our sole discretion, without notice, for any reason, including but not limited to breach of these Terms.

4. SMS / Text Messaging Terms & Conditions

By opting in to receive SMS communications from us, you agree to the following terms and conditions:

- a. Consent to Receive SMS - By providing your mobile phone number, you consent to receive SMS messages from Sun Rental Center Inc. related to your rental order such as, shipping updates, reminders, other account activity, and marketing promotions. Message frequency may vary based on your interactions with us.
- b. Message and Data Rates - Standard message and data rates may apply depending on your mobile carrier and plan. You are responsible for any charges incurred for receiving SMS messages.

c. Opting Out -You may opt out of receiving SMS messages at any time by replying with "STOP" to any SMS message you receive from us. After opting out, you will receive a confirmation message, and we will cease sending SMS messages to your number. Please note that opting out may affect your ability to receive certain types of communications.

d. Help and Support - If you need assistance or have questions about our SMS service, reply with "HELP" to any SMS message you receive, or contact our customer support team at (440) 942-6106 or info@sunrental.com.

e. Privacy - Your mobile phone number and other personal information will be handled in accordance with our Privacy Policy, available at [sunrental.com/SunRentalMentorOH/galleryupload/WebDoc/Forms/Privacy Policy.pdf](https://sunrental.com/SunRentalMentorOH/galleryupload/WebDoc/Forms/Privacy%20Policy.pdf). We do not sell or share your phone number with third parties except as required by law.

f. Changes to Terms - We may update these terms and conditions from time to time. Any changes will be effective when we send a new SMS message or update our terms on our website. Your continued use of the SMS service constitutes acceptance of the revised terms.

g. Termination - We reserve the right to terminate or modify the SMS service at any time without prior notice.

h. Liability – Sun Rental Center Inc. is not responsible for any delays or failures in the delivery of SMS messages due to issues with your mobile carrier or other technical problems.

By opting in, you acknowledge that you have read, understood, and agree to these terms and conditions.

5. Intellectual Property

All content on the Site, including text, graphics, logos, images, software, and the compilation thereof, is the property of Sun Rental Center Inc. or its content suppliers and protected by copyright and other intellectual property laws. You may not reproduce, distribute, modify, or create derivative works of any content without our express written permission.

6. Disclaimers and Limitation of Liability

a. "As Is" Basis: Our services are provided on an "as is" and "as available" basis without any warranties of any kind, either express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

b. No Guarantees: Sun Rental does not warrant that the website will be uninterrupted, error-free, secure, or free from viruses or other harmful components.

c. Limitation of Liability: To the fullest extent permitted by applicable law, Sun Rental Center Inc., its officers, directors, employees, agents, and affiliates shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the services; (ii) any conduct or content of any third party on the services; (iii) any content obtained from the services; or (iv) unauthorized access, use, or alteration of your transmissions or content.

7. Indemnification

You agree to indemnify, defend, and hold harmless Sun Rental Center Inc., its officers, directors, employees, agents, and affiliates, from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) that such parties may incur as a result of or arising from your (or anyone using your account's) violation of these Terms or your use of the services.

8. Governing Law and Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to its conflict of law principles. Any dispute arising out of or related to these Terms or your use of our services shall be resolved exclusively in the state or federal courts located in Lake County, Ohio.

9. Changes to Terms

We reserve the right to update or modify these Terms at any time without prior notice. The "Effective" date at the top of these Terms indicates when the latest revision was effective. Your continued use of the services after any such changes constitutes your acceptance of the new Terms.

10. Contact Us

If you have any questions about these Terms of Service, please contact us:

Sun Rental Center Inc.

7467 Mentor Ave, Mentor, Ohio 44060, USA

Phone: (440) 942-6106

Email: info@sunrental.com

11. Changes to these Terms

We may update these terms periodically. Any changes become effective when posted. If the changes are material, we will notify you—by email, website notice, or other reasonable means—and note the “Effective” date at the top.