

RAMPUP RENTALS

BUSINESS RENTAL TERMS AND CONDITIONS

Florida Insurance Priority Notice

The valid and collectible liability insurance and personal injury protection insurance of any authorized rental or leasing driver is primary for the limits of liability and personal injury protection coverage required by ss. 324.021(7) and 627.736, Florida Statutes.

1. Scope and Definitions

1.1 Business rentals only

RampUp rents only to a legal entity or sole proprietor for use primarily in a trade, business, profession, or commercial project. The Customer represents that the rental and the Trailer will not be used primarily for personal, family, or household purposes. The business or sole proprietor identified on the Order is the "Customer" or "you." The individual accepting an Order represents that the individual is authorized to bind that Customer.

1.2 RampUp

"RampUp," "we," and "us" mean RampUp Rentals LLC, the rental provider operating under the RampUp Rentals brand and identified on the Order. RampUp owns the Trailer or has the right to rent it. You receive only a temporary right to use the Trailer under the Agreement.

1.3 Agreement documents

The "Order" means the checkout record or written quote for a specific rental, whether pending or accepted. Once the Order is accepted under Section 2.1, the "Agreement" consists of:

1. the accepted Order and its reservation confirmation;
2. these Business Rental Terms and Conditions;
3. any written material approval, towing approval, delivery instruction, or other written change accepted by RampUp; and
4. the handoff, condition, and return records for the specific Trailer.

A written, order-specific term controls over a conflicting general term. A handoff or condition record establishes factual details about the Trailer and supplied equipment but does not change price or legal terms unless it expressly says so. Oral requests and unacknowledged messages do not modify the Agreement.

1.4 Other defined terms

"Authorized Representative" means a person authorized by the Customer to reserve, accept, inspect, operate, or return the Trailer. "Authorized Driver" means a person approved by RampUp to tow the Trailer for the applicable rental using the tow vehicle, hitch, and related equipment approved for that rental. "Trailer" means the specific dump trailer and supplied equipment identified on the Order and handoff record. "Rental Day" means a scheduled period beginning at 7:00 AM Eastern Time on one calendar date and ending at 7:00 AM Eastern Time on the next calendar date, even if a daylight-saving-time change makes the elapsed period 23 or 25 hours. "Written Approval" means approval recorded in the Order or reservation system, or sent by an authorized RampUp representative by email.

2. Reservation and Agreement Formation

2.1 Checkout and instant acceptance

Each individual placing or accepting an Order, acting as an Authorized Representative, or serving as an Authorized Driver must be at least 18 years old and provide the identification and payment information required for the applicable role. An Order submitted with invalid identity, authority, payment, or other material information is subject to immediate cancellation.

A Customer submits an offer to rent by completing checkout after affirmatively accepting these Terms. Subject to successful processing of any required reservation payment or payment authorization, RampUp accepts the Order and the Agreement is formed when RampUp's checkout system issues the automated reservation confirmation. The confirmation identifies the Customer, rental dates, price, and service mode. No separate owner approval is required to create the confirmed reservation. A written quote is accepted only in the manner stated in the quote and when RampUp issues written confirmation.

2.2 Conditions to release, delivery, and use

An automated reservation confirmation reserves the dates, price, and service mode stated in the confirmation. Unless the confirmation expressly says otherwise, it does not approve a driver, tow vehicle, hitch, material, delivery site or placement, insurance evidence, remaining payment, or another handoff requirement. Those matters are conditions to release, delivery, or use of the Trailer, not conditions to formation of the Agreement. RampUp may request and review them after confirmation and may withhold release or delivery, or apply Sections 5.3 through 5.6, if an applicable requirement is not satisfied.

2.3 Accurate information

You must provide complete and accurate information. Tell RampUp promptly if the job, material, site, driver, tow vehicle, hitch, dates, or other material fact changes. RampUp may re-review, reprice, refuse, or cancel a rental when information is inaccurate, incomplete, or materially changed.

3. Customer and Driver Eligibility

3.1 Business and identity verification

Before handoff, RampUp may verify the Customer's active business information, the Authorized Representative's identity, and each Authorized Driver's valid driver's license and insurance evidence. Each driver must satisfy the license, driving, and insurer requirements stated in the reservation requirements or Order.

3.2 Authorized persons only

Only the named Customer, its Authorized Representatives, and Authorized Drivers may possess, tow, load, operate, dump, or return the Trailer. You may not assign, sublet, re-rent, lend, transfer, or give control of the Trailer to another person or business without Written Approval. You remain responsible for every person you allow to access or use the Trailer.

3.3 Changes after approval

Approval does not transfer to a different person, truck, hitch, job, material, or rental. A proposed change must be submitted and approved before the Trailer moves or the changed use begins.

4. Price, Reservation Payment, and Other Charges

4.1 Self-pickup price and Rental Day

One self-pickup Rental Day costs \$59. It covers use of the Trailer only. Disposal, dump fees, dump runs, fuel, loading, and labor are not included. Longer self-pickup rentals consist of consecutive Rental Days at \$59 per Rental Day.

4.2 Founding Business Rate

Eligibility and order of qualification. The Founding Business Rate is available to the first 20 Qualified Business Accounts whose first paid rental is completed during the offer period, counted in the order of the completion timestamps maintained in RampUp's ordinary-course reservation records. A rental is "completed" when the Trailer has been returned or collected and the agreed Order balance has been paid. A canceled, fully refunded, duplicate, fraudulent, or sham transaction does not qualify. The offer period begins on the Public Launch Date identified with the offer on RampUp's website and ends at 11:59 PM Eastern Time on the 90th calendar day after that date, or earlier when the twentieth account qualifies. The Public Launch Date and corresponding Offer End Date must be stated in the advertisement and on RampUp's website before the offer opens.

Qualified Business Account. A "Qualified Business Account" is one distinct legal entity or sole proprietorship that satisfies Section 1.1 and provides complete and accurate business, contact, payment, and rental information. Multiple logins, locations, trade names, or accounts belonging to the same legal person count as one Qualified Business Account. Accounts created to evade the 20-account limit do not qualify separately.

Earned price lock and continuity. Once earned, the Founding Business Rate is a price lock of \$59 for each Rental Day of the base self-pickup rental of the Covered Trailer Class; it is not a representation that \$59 is lower than the standard rate in effect when earned. The "Protected Business" is the legal entity or sole proprietorship named on the qualifying Order. The rate survives inactivity, a legal-name or trade-name change, a statutory conversion or merger, and a successor entity that continues substantially the same operating business under substantially the same ownership, after notice to and reasonable verification by RampUp. It may not be sold, shared, assigned separately, combined with another account, or transferred to an unrelated business. It ends only if the Protected Business ceases to operate without a qualifying successor, the benefit was obtained or used through fraud or materially false information, or RampUp terminates the account for a material default under Section 15 that remains uncured after written notice and a reasonable opportunity to cure, if the default is capable of cure.

Covered Trailer Class and exclusions. The "Covered Trailer Class" means RampUp's 7-by-14-foot dump-trailer class and any substantially equivalent self-pickup dump-trailer class offered as its direct replacement. A mere renaming or substantially equivalent replacement of the class does not end an earned price lock. Delivery, empty collection, taxes, security deposits or authorizations, damage, cleaning, late or non-empty return charges, extensions, third-party charges, and optional or future services are excluded and are charged at the rates in effect at the time. The rate does not guarantee availability, priority, a particular Trailer, or continued operation of the rental business. Each future rental remains subject to the Agreement.

4.3 Delivery and empty collection

Delivery and empty collection are separately priced services. The Order states the delivery price and approved address. Delivery does not include disposal, hauling a load, a dump run, waiting while the Trailer is unloaded, or any landfill charge.

4.4 Reservation payment

The reservation payment is 25% of the full Order total, including rental, delivery, and applicable tax. It is charged when you reserve and credited in full toward that Order. It is a part-payment for the reservation, not a security deposit, card authorization, or damage waiver.

4.5 Remaining balance

The remaining balance must be paid before RampUp releases the Trailer for self-pickup or dispatches it for delivery. RampUp may withhold handoff or delivery while any required payment or authorization is incomplete.

4.6 Payment method and card on file

Only if the Customer separately accepts the stored-payment-method authorization at checkout may the payment provider retain a secure payment-method token and RampUp use that token for the initial payment, remaining Order balance, an approved extension, and an unscheduled later charge expressly permitted by Section 4.8. The separate authorization must identify the payment method, currency, permitted uses, amount-determination method, triggering events, duration, notification method, and method of prospective revocation. This Section does not replace any separate authorization, authentication, or record required by the payment provider, card network, or applicable law. Revocation does not extinguish an amount already due. Card details are handled by the payment provider and are not stored by the RampUp website.

4.7 Security deposit or authorization

The Order or a separately accepted checkout disclosure must state any required refundable security deposit, card authorization, or other payment assurance; its maximum amount; when it may be placed; the obligations it secures; and the release or refund procedure. A security deposit is separate from the reservation payment. A card authorization is a temporary hold and not a completed charge. RampUp will instruct the provider to release any unused authorization promptly after final inspection and resolution of documented amounts; issuer posting time is outside RampUp's control. Neither a deposit nor an authorization limits Customer's responsibility for amounts properly due.

4.8 Permitted later charges

To the extent permitted by the payment consent and applicable law, you authorize RampUp to charge the payment method connected to the Order for:

1. an unpaid Order balance or approved extension;
2. additional Rental Days caused by late or non-empty return;
3. documented repair, replacement, cleaning, contamination, missing-equipment, towing, storage, impound, toll, citation, or recovery amounts for which you are responsible; and
4. applicable taxes or third-party charges attributable to the rental.

Before processing a later charge for damage, cleaning, contamination, missing equipment, towing, storage, impound, or recovery, RampUp will provide an itemized description and available supporting records when reasonably practicable. RampUp will provide a receipt after every later charge and a reasonable method to raise a good-faith dispute. Every deposit, authorization capture, card payment, insurance payment, salvage receipt, and third-party recovery will be credited against the same loss so that RampUp does not recover

twice. A payment dispute does not cancel an otherwise valid debt.

4.9 Taxes and refunds

RampUp will calculate and collect each sales, use, discretionary surtax, or other transaction tax required by applicable law and will state the taxable charge and tax separately on the Order or receipt. If a taxable charge is refunded or adjusted, RampUp will adjust the related tax as required by law. RampUp will initiate an approved refund through the original payment workflow when reasonably possible. Bank and card-network posting times are outside RampUp's control.

5. Cancellation, Changes, No-Shows, and Refunds

5.1 Cancellation by the Customer

If you cancel at least 48 hours before 7:00 AM on the rental start date, RampUp will refund all amounts paid for unperformed RampUp rental and service charges, together with related tax as required by law. If you cancel later, RampUp may retain 25% of the pre-tax RampUp rental and service charges for the affected Order as agreed liquidated damages and not as a penalty. When the Order is made, the parties expect that RampUp's losses from blocked availability, scheduling, administration, payment processing, and lost rental opportunity will be difficult to determine. RampUp will refund amounts paid above the liquidated amount and any tax or unperformed third-party amount that applicable law does not permit RampUp to retain. The liquidated amount is RampUp's exclusive monetary remedy for the cancellation itself, but does not limit amounts due for completed services, fraud, damage, nonreturn, or another independent breach.

5.2 Date or time changes

A change requested at least 48 hours before 7:00 AM on the start date may be made without a change fee, subject to availability and current pricing. A later request is treated as a cancellation and new booking unless RampUp agrees otherwise in writing. A change is effective only when RampUp issues a revised confirmation.

5.3 No-show or failed handoff

The rental period does not automatically shift because you arrive late. If you do not complete handoff within the confirmed pickup window and do not obtain Written Approval for a later handoff, RampUp may treat the Order as a no-show, release the Trailer to another customer, and retain the reservation payment. The same rule applies when handoff fails because required payment, documents, identity, license, insurance, material, towing, or safety conditions are not satisfied. Retention under this Section is subject to the liquidated-damages limits in Section 5.1 and is RampUp's exclusive monetary remedy for the no-show or failed handoff itself. It does not limit amounts due for an independent breach. This rule is subject to the refund and rescheduling rules in Sections 5.4 through 5.6.

5.4 Towing or material rejection

If you supplied accurate and timely information and RampUp cannot approve the proposed tow combination or declared material, RampUp will refund all amounts paid for unperformed RampUp rental and service charges, together with related tax as required by law, unless you accept an available delivered-rental or alternative-date option. If rejection results from inaccurate, incomplete, late, or changed information, the ordinary cancellation rules apply.

5.5 Weather and safety closures

Ordinary rain or a Customer preference to postpone follows the ordinary cancellation and change rules. If RampUp determines that a named storm, evacuation order, severe-weather warning, flooding, unsafe towing condition, or other safety event prevents performance, RampUp may offer a reasonable reschedule or cancel the affected Order. If RampUp cancels because it cannot have the Trailer ready as promised, RampUp will refund all amounts paid for unperformed RampUp rental and service charges, together with related tax as required by law.

5.6 RampUp cannot supply the Trailer

If RampUp cannot have the Trailer ready as promised, RampUp will refund all amounts paid for unperformed RampUp rental and service charges, together with related tax as required by law. RampUp does not promise substitute equipment. A substitute may be offered only with your approval.

5.7 Early return

Early return does not reduce the agreed rental price and does not create a refund or credit for unused time.

6. Rental Period, Extensions, Custody, and Return

6.1 Rental period

One self-pickup rental period consists of one Rental Day. The Order states the start date and exact return deadline. Longer self-pickup rentals consist of consecutive Rental Days. Delivery and collection times are confirmed separately on the Order.

6.2 Pickup window

The Order or confirmation states the pickup appointment or access window. The 7:00 AM start time does not create an unlimited pickup window and is not extended by late arrival.

6.3 Handoff and custody

Before self-pickup, RampUp and the Authorized Representative inspect the Trailer, record visible existing damage and supplied equipment, and record handoff. The Authorized Driver must complete the coupling and safety check required by Section 8.5 before departure. For delivery, RampUp records the Trailer and site condition at placement. Your custody begins at completed handoff or delivery and continues until RampUp documents acceptance of an empty return or completes an empty collection.

An approved unattended return does not end custody until RampUp has secured and documented the Trailer. Do not leave the Trailer unattended at a RampUp location unless the confirmed return instructions expressly permit it.

6.4 Extensions

An extension is not automatic. Request it before the current deadline. An extension is effective only when RampUp confirms availability, the revised return time, price, and payment in writing. A later reservation may make an extension impossible.

6.5 Late return and unauthorized holdover

Unless RampUp confirms an extension, there is no grace period after the return deadline. Each begun additional Rental Day is charged at the applicable Rental Day rate shown on the Order. Late possession may also require payment of documented third-party or recovery costs caused by the holdover, to the extent permitted by law. RampUp may terminate the Agreement and require immediate return when the Trailer is held beyond the confirmed period.

6.6 Empty return is mandatory

The Trailer must be empty when returned or presented for collection. "Empty" means no customer load, no liquid, and no material or residue that prevents a reasonably prompt broom-clean inspection and safe next use. RampUp does not collect loaded trailers and does not transport customer loads to a landfill.

If the Trailer is not empty, RampUp will not move or accept it. You must arrange safe and lawful unloading. Custody and rental charges continue until an empty return or collection is completed. Any additional trip or collection charge will be based on the applicable published or Order price and documented dispatch.

6.7 Return condition and supplied equipment

Return the Trailer to the location shown on the Order, empty, broom-clean, on time, and with every supplied key, remote, tarp component, pin, adapter, lock, document, and accessory. RampUp may charge documented cleaning, repair, replacement, towing, or recovery costs when the required return condition is not met.

6.8 Property left behind

Leaving tools, material, trash, or other property in or on the Trailer does not create a storage agreement. RampUp may move and temporarily store such property when reasonably necessary for safety, inspection, return processing, or continued operations, and may recover reasonable handling and storage costs to the extent permitted by law. RampUp will use reasonable efforts to notify the Customer promptly through the contact information on the Order and provide a reasonable opportunity to reclaim identified property. RampUp may promptly remove or dispose of ordinary trash or material that is perishable, hazardous, leaking, contaminated, unlawful, or presents an immediate safety risk, to the extent permitted by law. Other unclaimed property will be released, stored, disposed of, or sold only as permitted by applicable law. No property is deemed abandoned, transferred to RampUp, discarded, or sold solely because 10 days have passed.

7. Delivery, Placement, and Site Conditions

7.1 Empty delivery and collection only

RampUp delivers the Trailer empty and collects it only when empty. A delivered Trailer may not be moved by the Customer unless RampUp has first approved the driver, tow vehicle, hitch, and move in writing.

7.2 Site information and access

You must provide an accurate address, site contact, placement instructions, and known access hazards. You must disclose gates, narrow access, soft ground, steep slopes, pavers, septic systems, irrigation, landscaping, overhead lines, trees, structures, unmarked underground conditions, and other facts that may affect safe access or placement.

7.3 Authority and permits

You represent that you have authority to direct placement and use at the site. You are responsible for permits, owner or association approvals, lawful parking, traffic control, and maintaining access for emergency and utility services.

7.4 RampUp's safety decision

RampUp may refuse or change a requested placement that the driver reasonably considers unsafe, inaccessible, unlawful, likely to trap the truck or Trailer, or likely to cause avoidable damage. Refusal of an unsafe placement is not a breach by RampUp.

7.5 Surface risk

A truck, Trailer, stabilizing equipment, boards, or pads may mark or damage asphalt, concrete, pavers, curbs, lawns, landscaping, irrigation, septic systems, or soft ground. Boards or pads reduce some risks but do not guarantee protection. Except to the extent caused by RampUp's negligence, you accept the site risks created by your placement direction, inaccurate site information, inadequate bearing surface, or unmarked condition.

7.6 Site not ready

The site and access route must be ready when RampUp arrives. RampUp is not required to wait while access is cleared, permission is obtained, or the Trailer is unloaded. A failed delivery or collection may be rescheduled subject to availability and an additional trip charge based on the applicable published or Order price. A failed collection never authorizes RampUp to tow a loaded Trailer.

8. Towing Approval and Customer Responsibilities

8.1 Approval before every Customer move

Every self-pickup and every Customer move of a delivered Trailer requires prior towing approval. RampUp reviews the truck, hitch, brake controller, tow rating, and applicable weight limits. Truck make and model alone do not constitute approval. RampUp may refuse an unsuitable combination even if you intend to load lightly.

8.2 Information and equipment

You must provide requested vehicle, driver, hitch, receiver, brake-controller, insurance, rating, and modification information. Bring the exact approved vehicle and every required component. The Order or handoff instructions state the final-unit requirements for coupler, ball, height, receiver, hitch, electrical connector, brake controller, safety chains, breakaway system, and other equipment.

8.3 Ratings and actual weight

The Trailer's GVWR is the maximum permitted combined weight of the Trailer and its load; it is not payload. The exact Trailer rating, empty weight, payload, axle ratings, tire ratings, and coupling requirements appear on the Trailer and rental records.

You must remain within the lowest applicable rating or limit for the tow vehicle, receiver, hitch, ball mount, ball, coupler, Trailer, axles, tires, and combination. You remain responsible for actual loaded weight and continuing compliance after departure.

8.4 License and legal operation

The Customer and Authorized Driver must determine and comply with every driver-license class and endorsement, medical-qualification, motor-carrier and USDOT registration or identification, vehicle-registration, insurance, route, inspection, marking, and operating requirement applicable to the actual tow vehicle, Trailer, load, route, and interstate or intrastate nature of the operation. RampUp's towing review compares Customer-supplied information with the Trailer's ratings and the requirements of this Section; RampUp does not inspect, test, or certify the Customer's vehicle, hitch, brake controller, or driver. The review is a condition of handoff only, not a legal determination, license, or continuing guarantee that the operation remains safe or lawful after loading or conditions change.

8.5 Pre-departure check

The Authorized Driver must complete a coupling and safety check before departure. The check may include ratings, coupler engagement, latch and lock, jack position, safety chains, breakaway cable, electrical connection, lights, brakes, tires, gates, tarp or cover, loose equipment, and load condition. Do not depart if an item fails the check.

8.6 Conduct while towing

Drive for the conditions, allow additional stopping distance, avoid abrupt steering or braking, and recheck the connection and load during the trip. Obey the lowest posted, legal, tire, equipment, and safe-condition speed. Stop immediately if sway, heat, smoke, unusual vibration, noise, movement, a warning light, a loose connection, or another unsafe condition appears.

Do not tow while impaired by alcohol, cannabis, illegal drugs, medication, fatigue, illness, distraction, or another unsafe condition. No person or animal may ride in or on the Trailer.

8.7 Geographic use

Use is limited to the job, route, and operating area approved on the Order. Do not take the Trailer outside Florida or change the jobsite, tow vehicle, driver, hitch, route restriction, or declared use without Written Approval.

9. Materials, Loading, and Disposal

9.1 Material declaration

You must declare the material when reserving. Approval applies only to the declared job and material. A change requires Written Approval before loading.

9.2 Commonly approved materials

Subject to the applicable load line, weight, contamination, and safety limits, commonly approved materials include:

1. yard, brush, and tree debris;
2. dirt, soil, and sod;
3. sand, gravel, and rock;
4. construction and remodeling debris;
5. roofing shingles and tear-off;

6. fence, deck, and paver tear-out; and
7. property cleanout and bulky items.

9.3 Concrete and unlisted materials

Concrete requires written, job-specific approval stating the applicable quantity or loading method. Any material not expressly listed as commonly approved requires manual review and Written Approval before the Trailer is released or delivered and before the material is loaded, whichever occurs first. An automated reservation confirmation is not material approval unless it expressly identifies the approved material and any applicable limit. Do not reserve or request approval under an inaccurate material description.

9.4 Prohibited materials

The following are prohibited:

1. hazardous, toxic, corrosive, reactive, explosive, radioactive, medical, or biological material;
2. chemicals, fuels, oils, solvents, antifreeze, pesticides, wet paint, sewage, septic material, sludge, or other liquids;
3. hot asphalt, ashes, burning material, or another hot load;
4. asbestos or material suspected to contain asbestos;
5. pressurized, fuel, or liquid-containing tanks or cylinders;
6. contaminated soil or material whose identity or safety cannot be established; and
7. any load over the Trailer's rated, marked, approved, or lawful limit.

Tires, batteries, electronics, refrigerant appliances, empty tanks, dry paint containers, ammunition, and other sensitive or locally restricted items require Written Approval. An approval does not promise that a disposal facility will accept the material.

9.5 Load lines and dense material

Do not load above the Trailer sides or above the marked or written limit for the declared material, whichever is lower. Nothing may protrude, leak, blow, or escape. Dense material can exceed payload before the Trailer looks full. Stop loading when the approved limit is reached, even if space remains.

9.6 Weight and distribution

Keep the Trailer, load, axles, tires, coupler, hitch, tow vehicle, and combination within every applicable rating and legal limit. Load evenly side to side and follow the final instructions for front-to-back distribution and tongue weight. Do not create a tail-heavy, top-heavy, shifting, or concentrated load. RampUp may require a scale ticket or other weight evidence for a dense or questionable load.

9.7 Securement and covering

You are responsible for closing and latching gates, securing the load, and using the required tarp or cover before public-road movement. Recheck after loading and during travel. A tarp does not make an overfilled, insecure, or overweight load acceptable.

9.8 Unacceptable load

If a load is prohibited, undeclared, contaminated, insecure, above a load line, or suspected to be overweight, stop and contact RampUp. You must safely correct or unload it at your cost. RampUp will not take possession of, dispose of, or transport rejected material.

9.9 Lawful disposal

You are solely responsible for selecting a lawful receiving facility, confirming that the facility accepts the material, paying all disposal charges, and complying with disposal rules. RampUp does not choose the disposal site, include disposal, or promise acceptance.

10. Safe and Permitted Use

10.1 General standard

Use reasonable care, follow the Agreement, Trailer labels, training, and manufacturer instructions, and stop using the Trailer when continued operation may cause injury or additional damage.

10.2 Prohibited conduct

Do not use the Trailer for an unlawful, unsafe, abusive, racing, off-road, undeclared, or unauthorized purpose. Do not carry people or animals. Do not weld, drill, cut, paint, remove decals, alter wiring, bypass a safety device, or modify the Trailer. Do not repair it or authorize roadside work without Written Approval, except for immediate action reasonably necessary to protect life or prevent greater harm.

10.3 Hydraulic operation

Only a trained Authorized Representative may operate the dump system. Use the Trailer only on a stable surface and in the configuration required by the instructions. Check overhead clearance, secure gates, keep everyone outside the danger area, and stop if the body twists, binds, leans, or behaves unexpectedly.

Do not raise the body on an unsafe slope, soft or unstable ground, under a power line or obstruction, beside people or traffic, or in another condition prohibited by the instructions. Do not push against, dump into, or become supported by a pile or structure in a way that may bend, overturn, or trap the Trailer.

11. Condition, Inspection, Cleaning, and Damage

11.1 Existing condition

The handoff record identifies visible existing damage and supplied equipment. You must point out an additional visible issue before departure or promptly after delivery. Condition acknowledgment does not waive a timely report of a hidden defect or mechanical failure.

11.2 Ordinary wear

Ordinary wear means minor deterioration resulting from proper authorized use. It does not include impact damage, overloading, contamination, missing parts, bent gates or components, floor gouges or punctures, structural damage, hydraulic misuse, unauthorized repair or modification, or tire and wheel damage caused by impact, misuse, improper loading, or continued operation after a warning.

11.3 Cleaning

Return the Trailer empty, broom-clean, and free of liquid, prohibited residue, and contamination. You are responsible for documented cleaning or remediation beyond ordinary turnaround cleaning. RampUp is not required to handle hazardous or unknown residue and may require you to arrange qualified remediation.

11.4 Damage assessment

RampUp may compare handoff and return photographs, video, inspection records, estimates, invoices, and other relevant evidence. RampUp will notify you promptly of a suspected claim and provide available supporting records. You must raise a good-faith dispute promptly and cooperate with reasonable inspection and information requests.

11.5 Amounts for loss or damage

To the extent caused during your custody by breach of the Agreement, negligence, misuse, unauthorized use, overload, prohibited material, accident, theft, vandalism, or failure to protect the Trailer, you are responsible for reasonable documented amounts including:

1. repair or replacement of the Trailer or supplied equipment;
2. cleaning, decontamination, towing, recovery, storage, or impound;
3. reasonable loss of use during documented repair or replacement; and
4. tolls, citations, taxes, and third-party charges attributable to the rental.

If repair is not commercially reasonable or the Trailer is not recovered, the claim may be based on its reasonable replacement value, less applicable salvage or insurance proceeds received by RampUp for the same loss. RampUp will not recover the same loss twice.

11.6 Tires and mechanical failure

Responsibility for a tire, wheel, or roadside event depends on cause. You are responsible for damage caused by impact, curbing, overload, misuse, unauthorized operation, or continued travel after a warning. You are not automatically responsible for ordinary wear or a confirmed mechanical failure not caused by you.

12. Breakdown, Accident, Theft, and Emergency Response

12.1 Breakdown or unsafe condition

Stop in a safe location as soon as reasonably possible, protect people from traffic, stop towing or dumping, and call RampUp at +1 (727) 353-6776. Call 911 first for an immediate emergency. Do not continue operating or arrange a repair without Written Approval unless immediate action is reasonably necessary to protect life or prevent greater harm.

If RampUp confirms a mechanical failure not caused by the Customer, RampUp will, at its option, either (a) provide a reasonably comparable replacement if one is available and the Customer accepts it, or (b) terminate the affected rental and refund prepaid base rental charges attributable to the period after the Customer stopped use and notified RampUp. These are the Customer's exclusive remedies for breach of the limited express warranty, unless the remedy fails of its essential purpose or applicable law requires another remedy. RampUp does not guarantee replacement equipment.

12.2 Accident

Stop, protect life, call emergency services or law enforcement when required or reasonably necessary, exchange legally required information, and preserve photographs, witness details, and official report information when safe. Do not admit liability on RampUp's behalf. Notify RampUp as soon as safely possible and no later than 24 hours after the event.

12.3 Theft or missing Trailer

Notify law enforcement and RampUp immediately after discovering that the Trailer or supplied equipment is missing or stolen. Preserve keys, locks, messages, photographs, location information, and other evidence, and cooperate with recovery and insurance reporting. Use every lock or theft-control device supplied or required by the Order.

13. Insurance

13.1 Required coverage and evidence

Throughout the rental, the Customer and each Authorized Driver must maintain the automobile liability, physical-damage, commercial liability, or other insurance required by law, the Customer's own policies, and the reservation requirements or Order. RampUp may require current proof of coverage or a certificate of insurance before handoff.

13.2 Insurance priority; no representation about coverage

The valid and collectible liability insurance and personal injury protection insurance of any authorized rental or leasing driver is primary for the limits of liability and personal injury protection coverage required by ss. 324.021(7) and 627.736, Florida Statutes. This allocation applies only to the insurance and limits identified in the preceding sentence and to the extent permitted by section 627.7263, Florida Statutes. It does not create or expand coverage under any policy. Coverage availability and any priority issue not addressed by the preceding sentence are determined by applicable law and the actual insurance policies. RampUp does not represent that the Customer's policy covers the Trailer, towing, cargo, jobsite, or a particular loss, and the Agreement does not itself require an insurer to defend a person or entity not insured under its policy. The Customer must confirm coverage with its insurer. Nothing in the Agreement requires additional-insured or loss-payee status or waives a coverage right unless a separately reviewed written endorsement expressly says so.

13.3 No damage waiver

Unless the Order expressly offers and the Customer affirmatively purchases a separately described protection product, no damage waiver is included. A security deposit, card authorization, or reservation payment is not insurance and does not waive responsibility for damage or loss.

14. Responsibility for Use and Third-Party Claims

14.1 Operational responsibility

The Customer controls the job, material, loading, towing after handoff, dumping, disposal, worksite, and people permitted to use the Trailer. You accept the ordinary risks of those activities and remain responsible for complying with law and the Agreement.

14.2 Indemnity

To the extent permitted by law, the Customer will defend, indemnify, and hold RampUp and its owners, employees, and agents harmless from a third-party claim, loss, fine, penalty, damage, or reasonable expense to the extent caused by the Customer's breach, negligence, unlawful conduct, unauthorized use, material, loading, towing, dumping, disposal, site condition, or direction. This obligation does not apply to the extent a claim is caused by RampUp's negligence, gross negligence, willful misconduct, or another responsibility that cannot lawfully be shifted.

For a claim covered by this Section, RampUp will give the Customer reasonably prompt notice; delay reduces the Customer's obligation only to the extent it materially prejudices the defense. Subject to applicable insurer rights, the Customer may control the defense through counsel reasonably acceptable to RampUp, and RampUp may participate at its own expense. The Customer may not settle a claim without RampUp's prior written consent if the settlement admits fault by RampUp, imposes a nonmonetary obligation on RampUp, or fails to provide RampUp an unconditional release from the covered claim.

14.3 Trailer selection and condition

RampUp will provide the identified Trailer in inspected working condition, subject to the handoff record. You are responsible for determining that the approved Trailer and rental period meet your business purpose. RampUp does not select your disposal facility, guarantee job completion, or warrant that a particular material quantity will fit within lawful weight limits.

14.4 LIMITATION OF RAMPUP LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, RAMPUP WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFIT, LOST CONTRACT, BUSINESS INTERRUPTION, DISPOSAL REFUSAL, OR PROJECT DELAY, WHETHER THE CLAIM SOUNDS IN CONTRACT, WARRANTY, TORT, INCLUDING NEGLIGENCE, OR OTHERWISE. EXCEPT FOR THE EXCLUDED CLAIMS BELOW, RAMPUP'S AGGREGATE LIABILITY ARISING FROM AN ORDER WILL NOT EXCEED THE PRE-TAX RAMPUP CHARGES PAID OR PAYABLE FOR THAT ORDER. THIS AGGREGATE LIMIT INCLUDES CLAIMS FOR PROPERTY DAMAGE CAUSED BY RAMPUP'S ORDINARY NEGLIGENCE, TO THE EXTENT PERMITTED BY LAW. THESE LIMITATIONS DO NOT APPLY TO RAMPUP'S FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT; DEATH OR BODILY INJURY TO THE EXTENT CAUSED BY RAMPUP'S NEGLIGENCE; AN EXPRESS REFUND OBLIGATION UNDER THE AGREEMENT; OR LIABILITY THAT CANNOT LAWFULLY BE LIMITED.

14.5 LIMITED EXPRESS WARRANTY; DISCLAIMER

THE EXPRESS COMMITMENT IN SECTION 14.3 AND ANY EXPRESS WARRANTY SPECIFICALLY STATED IN THE ORDER ARE NOT DISCLAIMED. EXCEPT FOR THOSE EXPRESS COMMITMENTS AND ANY WARRANTY THAT CANNOT LAWFULLY BE DISCLAIMED, THE TRAILER AND SUPPLIED EQUIPMENT ARE RENTED "AS IS" AND "WITH ALL FAULTS." RAMPUP DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. RAMPUP DOES NOT WARRANT THAT THE TRAILER WILL COMPLETE THE CUSTOMER'S PROJECT, CARRY A PARTICULAR VOLUME OR WEIGHT, OR BE ACCEPTED BY A PARTICULAR DISPOSAL FACILITY.

15. Default, Termination, and Return Demand

You are in default if you fail to pay an amount when due, provide materially false information, allow unauthorized use, violate a material or towing rule, misuse or endanger the Trailer, fail to maintain required insurance, abandon the Trailer, or fail to return it empty and on time.

On default, RampUp may suspend performance, terminate the Agreement, refuse an extension, require immediate empty return, and pursue lawful recovery and collection remedies. You must stop using the Trailer and make it safely accessible after a return demand. RampUp will not knowingly tow a loaded Trailer under the ordinary return process; you remain responsible for lawful unloading. You are responsible for reasonable documented recovery costs caused by your default, to the extent permitted by law.

You may not sell, encumber, pledge, alter title to, or permit a lien against the Trailer. Notify RampUp immediately of an attempted seizure, lien, impound, or claim of ownership.

15.1 Statutory return demand

A demand intended to invoke section 812.155, Florida Statutes, may be made in person, by hand delivery, by certified mail with return receipt requested, or by courier service with tracking capability. A mailed or courier demand will be addressed to the Customer at the address shown in the Order. A courtesy notice by telephone, email, or text does not replace a statutory delivery method. The Customer's contractual return deadline is not extended by an evidentiary period stated in the statute. RampUp may report the Trailer as stolen only when the requirements of section 812.155 have been satisfied and the facts warrant; a late return or payment dispute is not automatically theft. RampUp may pursue lawful civil recovery, including repossession without judicial process only where permitted by law and without breach of the peace.

15.2 Florida statutory notice

Failure to return rental property or equipment upon expiration of the rental period and failure to pay all amounts due (including costs for damage to the property or equipment) are evidence of abandonment or refusal to redeliver the property, punishable in accordance with section 812.155, Florida Statutes.

16. Communications, Records, and Privacy

16.1 Transactional communications and call recording

RampUp may use a telephone number or email address to place nonmarketing calls, including calls handled by RampUp's automated voice assistant, and send emails reasonably related to verification, payment, handoff, delivery, safety, return, damage, or another rental matter. Providing a telephone number alone does not authorize text messages. RampUp sends a one-time reservation-link text only under Section 16.2. Promotional or marketing text messages are not included. The Customer represents that it is authorized to provide the contact information used for the rental.

If RampUp records or live-transcribes a call, or uses automated speech or artificial-intelligence technology to capture its contents, RampUp will first provide clear notice at the beginning of the call and obtain all consent required by applicable law before RampUp or its service providers begin that recording, transcription, or content capture. A caller who does not consent may end the call and use another available contact method. Consent to recording or transcription is separate from consent to receive a text under Section 16.2.

16.2 One-Time Reservation-Link Text Message

Program. RampUp Rentals LLC operates a single-message text program. At the caller's specific request during a live telephone call, RampUp sends one text message containing the reservation link requested. The message is sent immediately after consent, contains no unrelated marketing or promotional content, and does not enroll the caller in recurring messages. RampUp sends no business-initiated follow-up, reminder, promotional, or marketing messages through this program.

Request and verbal consent. During a call, a caller may ask RampUp Rentals LLC to send the reservation link by text to the mobile number used for that call. Before sending it, the RampUp representative or automated voice assistant states the following fixed disclosure in English or Spanish to match the call; both versions are published at rampup.rentals/sms. The English version is: "RampUp Rentals LLC can send one automated text message with the reservation link to the mobile number you're calling from. Message and data rates may apply. Consent is voluntary and is not required to rent. Reply HELP for help or STOP to opt out. Terms: rampup.rentals/terms. Privacy: rampup.rentals/privacy. Would you like that one text? Please say yes or no." The text is sent only after the full disclosure and a clear, unambiguous affirmative answer, such as "yes" or "yes, please." "No," silence, uncertainty, or an unclear response means no consent.

Frequency and charges. 1 message per separate request and affirmative consent. Message and data rates may apply.

Opt-out and re-opt-in. Reply STOP to opt out. RampUp also honors another reasonable request that clearly asks RampUp to stop texting. RampUp or its messaging provider may send one nonmarketing confirmation that the opt-out was processed, and then no further texts are sent. After an opt-out, RampUp will not send another text unless the recipient later provides valid express written re-opt-in and any provider block has been removed, for example by texting START, YES, or UNSTOP to +1 (727) 353-6776. A later oral request or spoken "yes" does not by itself reverse an opt-out. RampUp may instead read the link aloud or send it by email.

Help. Reply HELP for help or call RampUp Rentals LLC at +1 (727) 353-6776. A HELP request does not authorize recurring or promotional messages.

Delivery and carriers. Carriers are not liable for delayed or undelivered messages. Message delivery is subject to wireless-network availability and is not guaranteed. Do not use text messaging for an emergency; call 911 for an immediate emergency.

Mobile privacy. RampUp may process the calling number, request, fixed disclosure presented (including language and version), affirmative or negative response, message content and link, delivery status, and any STOP, HELP, START, YES, or UNSTOP event to provide this program and document consent and opt-outs. Mobile information and text-message opt-in data and consent will not be sold, rented, shared, or transferred to third parties or affiliates for their own marketing or promotional purposes. Service providers may process it only to operate and support the program, subject to confidentiality and data-protection obligations.

Privacy and terms. The Privacy Policy is available at <https://rampup.rentals/privacy>. The current public version of these terms is available at <https://rampup.rentals/terms>.

Calling-number use. The link is sent only to the telephone number used for the call. The caller represents that the caller is the subscriber or customary user of that number.

16.3 Electronic and consent records

You agree that the Agreement may be accepted electronically and that RampUp may provide confirmations, approvals, notices, receipts, and records electronically. RampUp may retain the accepted terms version, Order, acceptance record, messages, photographs, video, condition records, and consent records for rental administration, safety, dispute, insurance, tax, and legal purposes. A consent record may include the date and time, telephone number, call or session identifier, disclosure-script version and language, response event, exact message content and link, provider message identifier and delivery status, and opt-out or re-opt-in events. An audio recording is not required to establish SMS consent. Any retained call audio or transcript must have been lawfully captured under Section 16.1.

16.4 Photographs and video

RampUp may photograph or make silent video recordings of the Trailer, tow setup, handoff, return, delivery site, load condition, damage, and safety issues for operations and evidence. Unless RampUp separately gives any required notice and obtains any required consent, operational video will not intentionally capture private conversations or audio. Operational images are not authorized for advertising merely because they were taken during a rental.

16.5 Privacy

RampUp collects and processes business, contact, reservation, job, material, towing, payment-state, delivery-address, communication, consent, messaging, condition, and safety information needed to operate the rental and the service described in Section 16.2. If lawfully captured under Section 16.1, this information may include call audio, transcripts, and automated call-processing records. RampUp may disclose relevant information to service providers supporting telephony, recording, transcription, automated voice or artificial-intelligence services, messaging, hosting, security, payment processing, mapping, customer support, professional services, or legal compliance. Payment-card details are handled by the payment provider. Mobile information and messaging opt-in or consent data will not be sold, rented, shared, or transferred to third parties or affiliates for their own marketing or promotional purposes. The Privacy Policy at <https://rampup.rentals/privacy> provides additional information about collection, use, disclosure, retention, security, and privacy requests.

17. General Legal Terms

17.1 Force majeure

Neither party is liable for delay caused by an event beyond its reasonable control, except for payment obligations already due and duties concerning safety, custody, protection, accident, or return of the Trailer. If such an event prevents RampUp from having the Trailer ready as promised, RampUp will refund all amounts paid for unperformed RampUp rental and service charges, together with related tax as required by law, unless you accept a reschedule.

17.2 Governing law and venue

Florida law governs the Agreement without regard to conflict-of-law rules. Exclusive venue for a state-court proceeding arising from or relating to the Agreement lies in a state court of competent jurisdiction in Pasco County, Florida. If federal subject-matter jurisdiction exists, exclusive venue lies in the United States District Court for the Middle District of Florida, Tampa Division. Each party consents to personal jurisdiction and venue in those courts, subject to any nonwaivable law.

17.3 Assignment

The Customer may not assign the Agreement or an earned Founding Business Rate without RampUp's Written Approval, except for continuity expressly permitted by Section 4.2. RampUp may assign the Agreement in connection with a sale, reorganization, financing, or transfer of the rental business or Trailer only if the assignee assumes RampUp's obligations under accepted Orders and all earned Founding Business Rates.

17.4 Entire agreement and amendments

The Agreement is the entire agreement concerning the Order and replaces prior discussions about that rental. A change to an accepted Order must be contained in a written record accepted by both parties. Later terms may govern a future Order when accepted with that Order, but no later website or terms revision may revoke or alter the amount, duration, Protected Business, or Covered Trailer Class of an earned Founding Business Rate except by a separate written agreement with the Protected Business or as required by law.

17.5 Severability and no waiver

If a provision is unenforceable, it will be enforced to the maximum lawful extent or severed while the remainder continues. A delay or failure to enforce a provision is not a waiver. A waiver for one event does not waive another event.

17.6 Headings and counterparts

Headings are for convenience and do not limit the Agreement. Electronic signatures, electronic acceptance, and counterparts may be treated as originals to the extent permitted by law.

18. Contact

For a reservation, material question, towing issue, breakdown, accident, return problem, or other rental matter, call RampUp at +1 (727) 353-6776 or email info@rampup.rentals. To request the one-time reservation link described in Section 16.2, call that number and ask for the link. Text messaging is otherwise limited to recipient-triggered STOP, HELP, and valid re-opt-in responses described in Section 16.2.