

# RENTAL AGREEMENT – TOTELY RENTALS LLC

At **Totely Rentals**, we take pride in delivering a reliable, organized rental experience. These terms outline what you can expect from us — and what we rely on from you — to keep everything running smoothly. If something unusual comes up, open communication helps us address it fairly while applying our policies consistently.

**Effective Date:** December 1, 2025

**Last Updated:** December 1, 2025

This Rental Agreement (“Agreement”), together with Totely Rentals Terms of Service (available at <https://totelyrentals.com/terms-of-service-web>), constitutes the entire agreement between Customer (“Customer,” “you”) and Totely Rentals LLC (“Totely Rentals,” “we,” “our,” or “Company”) and supersedes any prior understandings or agreements. By checking the required box at checkout, you acknowledge that you have read, understand, and agree to be bound by this Agreement.

---

## 1. Electronic Acceptance

By checking the box agreeing to this Rental Agreement and submitting your order, you consent to entering into this Agreement electronically. This action constitutes your legally binding electronic signature under the ESIGN Act and applicable Oklahoma laws.

---

## 2. Equipment Rented & Ownership

Totely Rentals LLC rents moving totes, storage bags, tote dollies, hand trucks, curb ramps, moving blankets, and related moving equipment (“Equipment”). All Equipment remains the exclusive property of Totely Rentals LLC.

Your purchase order confirmation lists the selected tote bundle, rental duration, and any add-on rental equipment, supplies, or purchases. A separate confirmation email will be sent with your scheduled delivery date and time window.

---

## 3. Payment Terms & Card Authorization

Customer agrees to pay all fees associated with their order at checkout.

Customer authorizes Totely Rentals LLC to securely store and charge the payment method on file for:

- Rental fees
- Weekly extension fees

- Missed appointment fees
- Late return fees
- Replacement fees
- Repair and excessive cleaning fees
- Out-of-area surcharges
- Stair-handling or additional access fees
- Waiting time fees
- Redelivery or additional pick-up attempt fees
- Any additional fees described in this Agreement or the Fee Schedule

A failed or declined payment may result in a failed-payment fee (see Fee Schedule). Totely Rentals may pursue lawful collection efforts for unpaid balances.

---

## **4. Delivery, Access and Pick-Up Requirements**

### **Service Area**

We deliver within the Oklahoma City metro and surrounding communities. Specific ZIP codes included in our service area and any out-of-area surcharges (if applicable) are listed on our website. Totely Rentals may decline delivery to addresses outside our specified service area.

---

### **Delivery Windows & Communication**

Delivery windows are approximate and may vary due to traffic, road conditions, or route timing. Totely Rentals will keep Customer informed as their delivery window approaches and update them if timing changes.

### **Weather & Road Conditions**

Severe weather, road closures, or other circumstances outside our control may require us to adjust or reschedule your delivery or pick-up without fee.

---

### **Delivery / Pick-Up Location**

We deliver to:

- Ground-level entrances
- Lobbies
- Driveways
- Curbside locations

If your location is not accessible at ground level, you may be required to meet us curbside **unless the Stairway Access surcharge has been selected and paid**, in which case delivery will be made to the designated upper-level entry point.

To maintain safety standards, protect customer privacy, and minimize liability, Totely Rentals does not enter private residences. All equipment will be delivered to and retrieved from the most accessible exterior entry point. The customer assumes full responsibility for transporting rental items beyond the drop-off and pickup point.

### **Discretionary Courtesy Assistance**

On rare occasions, and solely at the discretion of Totely Rentals' owners or authorized personnel, limited courtesy assistance may be provided to help a Customer move Equipment just inside the entryway or to a covered area. Any such assistance is voluntary, may be withdrawn at any time, and does not alter the standard policy that Totely Rentals does not enter private residences or provide in-home moving services. Customer agrees that courtesy assistance does not create any obligation, liability, or future expectation of similar assistance.

---

### **Customer Presence**

Customer must be present for delivery and pick-up unless Totely Rentals approves unattended delivery or pick-up in writing.

If Customer is not present and no arrangement is made:

- A missed appointment fee will apply (see Fee Schedule), and
  - Weekly extension charges may apply (see Fee Schedule)
- 

### **Waiting Time**

If Customer is more than **15 minutes late**, Totely Rentals may:

- (a) reschedule, and a Redelivery/Reschedule Fee will apply (see Fee Schedule), or
  - (b) continue waiting and apply Waiting Time fees (see Fee Schedule).
- 

### **Logistically Infeasible Conditions**

If we cannot safely complete delivery or pick-up due to hazards, blocked access, unsafe or illegal parking, or other conditions outside our control, service may be paused or rescheduled. A Redelivery/Reschedule Fee will apply (see Fee Schedule).

---

## **Safe Drop Authorization (Optional)**

If Customer requests that Equipment be left unattended, risk of loss transfers upon drop-off at the designated location. Customer is responsible for theft, weather exposure, vandalism, or third-party damage occurring after delivery.

---

## **Additional Handling Fees (Stairs / Access)**

Deliveries or pick-ups requiring Equipment to be carried up or down stairs incur a Stair-Handling Fee (see Fee Schedule). Customer must select the correct stair level during checkout.

---

## **Unreported Stairs Fee**

If stair-handling is required and was not selected or disclosed at checkout, a Stair-Handling Fee will apply based on our published rates (see Fee Schedule).

---

## **Difficult Access Fee**

In rare situations where delivery or pick-up requires significantly more time or labor due to unusual access conditions — such as long walking distances, steep or narrow driveways, locked gates, multi-building complexes, limited parking, or elevator-only access — a Difficult Access Fee may apply (see Fee Schedule).

---

## **Cooperation Requirement**

Customer agrees to provide reasonable cooperation needed to complete delivery and pick-up, including accurate access details, gate codes, clear pathways, and timely availability.

---

# **5. Rental Period, Extensions & Late Returns**

## **Rental Period**

Your rental period begins on the day of delivery and ends on the same weekday based on the rental length (duration) selected.

---

## Extensions

Extensions must be requested no later than **48 hours before 10:00 AM** of your scheduled pick-up day. Requests received after this deadline will incur a Last-Minute Extension Fee (see Fee Schedule) in addition to the Weekly Extension Rate (see Fee Schedule). Approval is based on availability.

---

## Late Returns

If Equipment is not ready or accessible at pick-up time and no approved extension is in place:

- A Late Return Fee will apply (see Fee Schedule), and
  - The Weekly Extension Rate will apply (see Fee Schedule)
- 

## Unreturned Equipment (14-Day Rule)

If Equipment is not returned within 14 days of the end of your rental and no agreement and/or resolution is reached, replacement fees will apply (see Fee Schedule).

Replacement items include, but are not limited to: totes, storage bags, tote dollies, hand trucks, curb ramps, moving blankets, and quilted dinnerware and stemware cases.

---

## 6. Cancellation Policy

- **24+ hours before delivery:** Refund minus a Cancellation Processing Fee (see Fee Schedule)
- **Less than 24 hours before delivery:** Refund equals 50% of the order total

If severe weather, road closures, or other circumstances outside our control prevent delivery, rescheduling may occur without fee.

---

## 7. Equipment Condition & Customer Responsibility

Customer must inspect Equipment at delivery and report any issues immediately.

Customer is responsible for the Equipment while in possession, including loss or damage caused by:

- Misuse or improper handling
- Overloading or overstacking
- Accidents or negligence

- Failure to secure Equipment in a vehicle or structure
  - Theft
  - Acts of God (including tornadoes, storms, or natural disasters)
- 

## **Cosmetic Scuffs**

Cosmetic scuffs or marks from normal use are not considered damage.

---

## **Excessive Wear Includes (but is not limited to):**

- Cracks, dents, broken wheels, or structural damage
  - Stains, contamination, or strong odors
  - Stickers, tape, residue, or markings
- 

## **Excessive Cleaning**

Regular cleaning is included as part of our service and Customers will not be charged for ordinary dust or debris. However, if Equipment is returned with significant spills, residue, liquids, or conditions beyond normal use, an Excessive Cleaning Fee may apply (see Fee Schedule).

---

## **Labels**

Removable labels are provided for organizational use. Customer must remove labels before pick-up unless otherwise approved by Totely Rentals.

---

## **Repair & Replacement Fees**

Repair and replacement fees are listed in the Fee Schedule.

---

# **8. Proper Use of Equipment**

Customer agrees not to use Equipment for:

- Live animals
- Hazardous, illegal, or flammable materials

- Marijuana
  - Perishable foods
  - Unsealed liquids
  - Items that may melt, stain, leak, or otherwise damage Equipment
- 

## **Specifications**

- Tote weight limit: 100 lb per tote
  - Do not stack more than 5 totes high
  - Totes may be used on standard hand trucks
  - Tote dollies may only be used with Totely totes
- 

## **9. Alterations & Cleaning**

Customer may not drill, alter, paint, or permanently modify Equipment.  
Cleaning fees may apply for excessive dirt, mud, or residue (see Fee Schedule).

---

## **10. Stolen Equipment**

If any Equipment is stolen while in Customer's possession, Customer must file a police report and remains responsible for the full replacement cost (see Fee Schedule).

---

## **11. Photo Documentation**

Totely Rentals may photograph Equipment at delivery and pick-up for verification and dispute resolution.

---

## **12. Risk, Liability & Indemnity**

Customer assumes all responsibility for Equipment while in possession.

Totely Rentals is not liable for:

- Damage to Customer's belongings
- Injuries caused by improper lifting or handling
- Incidental or consequential damages

- Loss of income or business
- Property damage unrelated to the Equipment

### **Indemnification**

Customer agrees to indemnify and hold harmless Totely Rentals LLC from any claims, damages, liabilities, or losses arising from Customer's misuse of Equipment, failure to secure Equipment, or any third-party claims related to Customer's use of the Equipment.

---

## **13. Default**

Customer is in default if:

- Payment cannot be collected
- Equipment is not returned
- Terms of this Agreement are violated
- Customer becomes insolvent or files for bankruptcy

In the event of default, Totely Rentals may:

- Terminate the rental
  - Retrieve Equipment
  - Charge all applicable fees
  - Pursue lawful collections or remedies
- 

## **14. Events Beyond Our Control**

Totely Rentals is not responsible for delays or failures caused by events beyond our reasonable control, including severe weather, accidents, road closures, power outages, strikes, or other unforeseen conditions.

In the event severe weather, road closures, or other conditions outside our control impact service timing, Totely Rentals may adjust or reschedule delivery or pick-up without penalty and without the Customer being considered in breach of this Agreement.

---

## **15. Severability**

If any provision of this Agreement is found unenforceable, the remaining provisions remain in full effect.

---

## 16. No Waiver

Our failure to enforce any provision of this Agreement does not waive our right to enforce it later.

---

## 17. Entire Agreement

This Agreement, together with the Totely Rentals Terms of Service, constitutes the entire agreement between Customer and Totely Rentals LLC and supersedes any prior understandings or agreements.

---

## FEE SCHEDULE – TOTELY RENTALS LLC

### Extension & Schedule-Related Fees

- **Weekly Extension Rate:** As published on our website
  - **Last-Minute Extension Fee:** \$40
  - **Late Return Fee:** \$40 + Weekly Extension Rate
  - **Missed Appointment Fee:** \$40
  - **Waiting Time Fee:** \$7 per 15 minutes after a 15-minute grace period
  - **Redelivery / Reschedule Fee:** \$40
  - **Additional Pick-Up Attempt Fee:** \$40
- 

### Handling & Access Fees

- **Stair-Handling Fee:** As published on our website
  - **Unreported Stairs Fee:** Stair-Handling Fee applies if stairs were not selected
  - **Difficult Access Fee:** Determined based on additional labor/time required
  - **Out-of-Area Surcharge:** If applicable, as published on our website
- 

### Cleaning, Repair & Damage Fees

- **Excessive Cleaning Fee:** \$1 per tote
- **Repair Fees:**
  - \$20 per tote
  - \$40 per dolly
- **Replacement Fees:**
  - \$30 per tote
  - \$15 per storage bag

- \$100 per tote dolly
  - \$100 per heavy-duty hand truck
  - \$200 per convertible hand truck
  - \$80 per curb ramp
  - \$10 per moving blanket
  - \$15 per quilted dinnerware case
  - \$15 per quilted stemware case
- 

## **Administrative Fees**

- **Failed Payment Fee: \$40**
- **Cancellation Processing Fee: \$25**