

TERMS AND CONDITIONS Apex Appliance LLC – Washer and Dryer Rental

Last Updated: [Insert Date]

1. Parties and Agreement These Terms and Conditions (“Terms”) govern the rental of appliances from Apex Appliance LLC (“Apex,” “we,” “us,” or “our”) to the customer identified on the Rental Order or account (“Customer,” “you,” or “your”). By placing an order, signing a Rental Order, clicking accept, paying any fees, or accepting delivery, you agree to these Terms.
2. Appliances and Service Area
 - Appliances: Residential-grade or commercial-grade washers and/or dryers, including any accessories provided (collectively, the “Appliances”).
 - Service Area: Apex provides delivery, installation, maintenance, and pickup only within our current service area as listed on our website or disclosed at ordering. Orders outside the service area may be declined or subject to additional fees.
3. Term, Renewal, and Termination
 - Initial Term: The rental begins on the delivery/installation date and continues for the minimum term indicated on the Rental Order (e.g., month-to-month, 6 months, 12 months).
 - Renewal: Unless canceled in writing at least [30] days before the end of the current term, rentals renew automatically on a month-to-month basis at the then-current monthly rate.
 - Early Termination: If you terminate before the end of a committed term, you agree to pay an early termination fee of [specify amount or formula] plus any outstanding balances and applicable pickup fees.
 - Apex Termination: We may terminate for any violation of these Terms, unsafe conditions, nonpayment, or if continued rental is impractical (e.g., property damage risk). We may also terminate without cause with [30] days’ notice, refunding prepaid, unused rent.
4. Fees, Billing, and Payment
 - Rent: You agree to pay the recurring rental fee stated on your Rental Order, plus applicable taxes.
 - Security Deposit: A refundable deposit of [amount] may be required. We may apply the deposit to unpaid amounts, damages beyond normal wear, missing parts, excess cleaning, or access-related costs. Any remaining balance will be refunded within [30] days after pickup.
 - Delivery/Installation/Pickup Fees: Standard delivery, installation, and end-of-term pickup fees are [amounts]. Additional access or special handling may incur extra charges.
 - Payment Method and Due Date: Rent is due in advance on or before the billing date each month. You authorize Apex to charge the payment method on file for recurring fees and any authorized charges.
 - Late Fees; Returned Payments: Late payments may incur a late fee of [amount or percentage] after [X] days past due. Returned or declined payments may incur a fee of [amount]. We may suspend service or schedule pickup for nonpayment.

- Price Changes: Month-to-month rates may change with at least [30] days' prior notice.
5. Delivery, Installation, and Site Requirements
- Access: You must provide safe, lawful, and timely access for delivery, installation, maintenance, and pickup, including necessary building or landlord permissions.
 - Site Conditions: You must ensure proper hookups (water supply, drainage, gas line if applicable, and grounded electrical outlets), adequate space, ventilation, and floor support. For gas dryers, a compliant gas shutoff and venting are required. For electric dryers, the correct receptacle and amperage are required.
 - Failed Delivery/Installation: If we cannot complete delivery or installation due to site or access issues, a trip fee of [amount] may apply. We may reschedule once issues are corrected.
6. Use and Care
- Residential Use Only (unless specified): Appliances are for normal laundry loads and manufacturer-intended use. Commercial or multi-tenant shared use requires prior written approval.
 - Prohibited Use: Do not overload, misuse, modify, or relocate Appliances. Do not use with unapproved adapters, extension cords, or non-compliant venting. Do not wash or dry items labeled "dry clean only," flammable or solvent-laden items, or items that could damage the drum.
 - Relocation: Appliances may not be moved to another unit or address without Apex's prior written consent. Unauthorized relocation may result in fees and termination.
 - Care: Clean the lint filter after each dryer cycle. Keep area around Appliances clear. Immediately report unusual noise, leaks, smells, error codes, or performance issues.
7. Maintenance, Repairs, and Replacement
- Apex Responsibilities: We provide routine maintenance and repair due to normal wear and tear at no extra charge. If an Appliance is not repairable within a reasonable time, we may replace it with a comparable unit.
 - Customer Responsibilities: You are responsible for damage caused by misuse, negligence, unauthorized repairs, pests, improper hookups, flooding from building plumbing, or failure to report issues promptly.
 - Service Scheduling: You must provide access for service during normal business hours. Missed appointments may incur a trip fee of [amount].
 - Third-Party Work: Do not attempt repairs or hire third parties without our written approval; doing so may void coverage and incur fees.
8. Damage, Loss, and Insurance
- Risk of Loss: You are responsible for loss, theft, and damage to the Appliances while in your possession, except for normal wear and tear.
 - Property Damage: Apex is not responsible for pre-existing conditions or building systems. We are not liable for damage caused by site conditions (e.g., faulty plumbing/electrical, weak flooring). You should secure renters or homeowners insurance to cover potential losses.
 - Water and Mold: Promptly report leaks or overflows. You are responsible for damage from unattended leaks or improper use (e.g., using damaged hoses, failing to shut off water supply during extended absences if required by building policy).

9. Title and Ownership

- Ownership: The Appliances remain the sole property of Apex. You acquire no ownership interest and may not sell, pledge, encumber, or assign the Appliances.
- Labels and Tracking: Do not remove serial numbers, labels, or tracking tags.

10. Customer Obligations and Conduct

- Compliance: You must comply with all laws, building rules, manufacturer instructions, and these Terms.
- Nuisance and Safety: Operate Appliances in a manner that does not create unsafe conditions or disturbances (excessive vibration/noise due to unlevel floors must be addressed; we can install leveling feet where feasible).

11. Entry and Retrieval

- Access for Pickup: Upon termination or on our reasonable request, you agree to schedule and provide safe access for pickup. If you fail to provide access after reasonable attempts, you authorize us to assess reasonable additional fees and, where permitted by law, to retrieve our property with proper notice.
- Abandonment: If you vacate or abandon the premises, you agree that Apex may recover the Appliances. You remain responsible for unpaid rent, fees, and damage.

12. Warranties and Disclaimers

- Limited Warranty: Apex warrants that Appliances will operate in material accordance with manufacturer specifications under normal use during the rental term. Your exclusive remedy is repair or replacement.
- Disclaimer: Except as expressly stated, Apex disclaims all other warranties, express or implied, including implied warranties of merchantability, fitness for a particular purpose, and noninfringement, to the maximum extent permitted by law.

13. Limitation of Liability

- Indirect Damages: To the fullest extent permitted by law, Apex will not be liable for incidental, consequential, special, punitive, or indirect damages, including lost profits, loss of use, or property damage arising from or related to the rental or use of the Appliances.
- Cap: Apex's total liability for any claim will not exceed the total rent paid by you for the Appliance giving rise to the claim during the three (3) months preceding the event.

14. Indemnification You agree to defend, indemnify, and hold harmless Apex, its owners, employees, and agents from any claims, damages, costs, and expenses (including reasonable attorneys' fees) arising out of your misuse of the Appliances, breach of these Terms, violation of law, or negligence or willful misconduct.

15. Default and Remedies If you fail to pay or otherwise breach these Terms, Apex may, after required notices under applicable law: (a) suspend service; (b) charge late fees and collection costs; (c) terminate the rental; (d) retrieve the Appliances; and/or (e) apply the deposit and charge your payment method for amounts due.

16. Privacy and Communications

- Information: We collect and use your information to provide and service your rental. See our Privacy Notice for details [insert link or attach].
 - Communications: You consent to receive service-related calls, texts, and emails at the numbers/emails you provide. Message and data rates may apply. You may opt out of marketing communications as described in our Privacy Notice.
17. Force Majeure Apex is not liable for delays or failures due to events beyond our reasonable control, including acts of God, weather, labor disputes, shortages, war, terrorism, epidemics, government actions, utility failures, or transportation disruptions. Obligations will resume when performance becomes possible.
18. Dispute Resolution; Arbitration; Class Action Waiver
- Good-Faith Resolution: The parties will first attempt to resolve disputes informally in good faith within 30 days.
 - Arbitration: Except for small claims or equitable relief to protect ownership rights, any dispute arising out of or relating to these Terms will be resolved by binding arbitration on an individual basis under the rules of [AAA/JAMS] before a single arbitrator in [County, State]. Judgment on the award may be entered in any court of competent jurisdiction.
 - Class/Collective Waiver: To the fullest extent permitted by law, disputes will be resolved only on an individual basis, and neither party will participate in a class, collective, or representative proceeding.
 - Opt-Out: You may opt out of this arbitration provision within 30 days of your first rental by sending written notice to: Apex Appliance LLC, [Address], Attn: Arbitration Opt-Out.
19. Governing Law and Venue These Terms are governed by the laws of the State of [Your State], without regard to conflicts principles. Subject to the arbitration provision, the exclusive venue for any permitted court action is in the state or federal courts located in [County, State].
20. Notices Notices to Apex must be sent to: Apex Appliance LLC, [Mailing Address], Email: [support@yourdomain.com], with a copy to [optional legal address/email]. Notices to you may be sent to the mailing or email address on file.
21. Assignment You may not assign your rights or obligations without our prior written consent. We may assign these Terms in connection with a merger, acquisition, financing, or sale of assets.
22. Entire Agreement; Changes; Severability These Terms, together with the Rental Order and any addenda, constitute the entire agreement and supersede prior discussions. We may update these Terms with notice; continued rental after the effective date constitutes acceptance. If any provision is found unenforceable, the remainder remains in effect.
23. Headings; No Waiver Headings are for convenience only. Failure to enforce any provision is not a waiver.

24. Photographs and Condition Report At delivery and pickup, Apex may document Appliance condition with photos/videos for records. You may request copies.

25. Move-Out and Pickup Preparation Before pickup, you agree to:

- Clear access to the Appliances.
- Disconnect aftermarket devices and remove items from machines.
- Shut off water supply and unplug units if instructed.
- Be present or authorize an adult (18+) for access.

26. Safety Acknowledgments You acknowledge:

- Washing machine hoses and connections should be inspected regularly; report bulging, cracking, or leaks immediately.
- Dryer lint traps and vents must be kept clear to reduce fire risk.
- Gas appliances require proper ventilation and detection of gas odors; if you smell gas, stop use, ventilate, and contact us and your utility immediately.

27. Price and Fee Schedule Summary Insert or attach current fees:

- Monthly Rent: [Washer \$40, Dryer \$40; Combo \$60]

28. Contact Information Apex Appliance LLC Address: Phone:470-595-8337 Email: rentapex98@gmail.com Website: rentapexappliance.com Business Hours: [Every day from 8:00am-5:00pm]

Acceptance By signing up for service, clicking accept, or accepting delivery, you acknowledge that you have read, understand, and agree to these Terms and Conditions.