

## **TERMS OF SERVICE AGREEMENT FOR RENTAL GOLF SHAFTS**

*THESE TERMS OF SERVICE ("TERMS") GOVERN THE RENTAL OF GOLF SHAFTS FROM MYCLUBMAKER.COM ("COMPANY" OR "WE"). BY ACCESSING OR USING OUR WEBSITE ([WWW.MYCLUBMAKER.COM](http://WWW.MYCLUBMAKER.COM)) AND RENTING A GOLF SHAFT, YOU ("CUSTOMER" OR "YOU") AGREE TO BE BOUND BY THESE TERMS. PLEASE READ THEM CAREFULLY BEFORE PROCEEDING WITH YOUR RENTAL.*

### **1. RENTAL AGREEMENT**

1.1 Rental Period: The rental period begins on the day the golf shaft is delivered to the Customer and ends on the last day of the agreed rental period.

1.2 Rental Fee and Security Deposit: Customers shall pay the rental fee specified on the website for the chosen rental period. In addition, a security deposit, equal to the retail price of the golf shaft, will be authorized on the Customer's payment method at the time of rental.

1.3 Ownership: The golf shaft remains the property of the Company throughout the rental period and subsequent return.

### **2. RENTAL RETURN AND SHIPPING INSTRUCTIONS**

2.1 Return Obligation: It is the Customer's responsibility to return the rented golf shaft to the Company at the end of the rental period in the condition it was received, subject to reasonable wear and tear.

2.2 Packaging and Shipping: On the last day of the rental period, the Customer will receive packing and shipping instructions via email. The Customer must follow these instructions to properly package and ship the golf shaft back to the Company.

2.3 Return Deadline: The golf shaft must be shipped using a reputable shipping carrier, and the return package must be postmarked no later than the last day of the rental period.

2.4 Return Confirmation: Once the Company receives the returned golf shaft, it will inspect the item and confirm its condition. The Customer will be notified of the return confirmation via email.

### **3. NON-COMPLIANCE AND CHARGES**

3.1 Late Returns: Failure to return the golf shaft by the specified deadline will result in the forfeiture of the security deposit. Additionally, the Customer will be charged the full retail price of the golf shaft.

3.2 Damaged or Lost Golf Shafts: If the golf shaft is returned in a damaged or non-working condition beyond reasonable wear and tear, the Customer will be charged for the necessary repair or replacement costs, up to the full retail price of the golf shaft.

3.3 Payment Authorization: By agreeing to these Terms, the Customer authorizes the Company to charge their payment method on file for any fees or charges incurred due to non-compliance with these Terms.

### **4. CANCELLATIONS AND REFUNDS**

4.1 Rental Cancellations: Customers may cancel their rental reservation up to 24 hours prior to the scheduled delivery date to receive a full refund. Cancellations made within 24 hours of the scheduled delivery date will not be eligible for a refund.

4.2 Security Deposit Refunds: Provided the golf shaft is returned in compliance with these Terms, the security deposit will be released within a reasonable time after the return confirmation is issued.

## **5. PURCHASE OPTION**

5.1 Purchase After Rental: At the end of the rental period, the Customer may choose to purchase the rented golf shaft. If the Customer decides to purchase the golf shaft, the security deposit held by the Company will be applied towards the purchase price.

5.2 Purchase Price: The purchase price for the golf shaft will be the current retail price minus the security deposit already held by the Company. The exact purchase price will be communicated to the Customer upon request.

5.3 Purchase Process: To exercise the purchase option, the Customer must notify the Company in writing or by contacting customer support. The Company will provide further instructions and arrange for the purchase transaction.

5.4 Ownership Transfer: Upon completion of the purchase transaction, ownership of the golf shaft will be transferred to the Customer, and the Company will no longer hold any rights or claims to the shaft.

## **6. LIABILITY**

6.1 Assumption of Risk: Customers assume all risks associated with the rental and use of the golf shaft, including any injury, loss, or damage that may occur during its use.

6.2 Indemnification: Customers agree to indemnify and hold the Company harmless from any claims, damages, liabilities, or expenses arising out of their rental or use of the golf shaft.

## **7. GENERAL PROVISIONS**

7.1 Governing Law: These Terms shall be governed by and construed in accordance with the laws of the jurisdiction where the Company is based, without regard to its conflict of law provisions.

7.2 Entire Agreement: These Terms constitute the entire agreement between the Customer and the Company regarding the rental of golf shafts.