



## EQUIPMENT RENTAL PROTECTION PLAN

### ADDENDUM TO GENERAL RENTAL TERMS AND CONDITIONS

Solely in the event the Customer elects in the applicable Equipment Rental Form executed by Lessor and Customer to purchase an Equipment Rental Protection Plan ("RPP") with respect to the Equipment listed in such Equipment Rental Form, and Customer timely pays to Lessor the RPP Fees (as defined below) with respect to the RPP for such RPP Covered Equipment (as defined below), then, subject to the terms and conditions of this Equipment Rental Protection Plan Addendum to General Rental Terms and Conditions ("RPP Addendum"), this RPP Addendum is applicable with respect to such RPP Covered Equipment and is incorporated into and modifies certain provisions of the Terms and Conditions (as defined in the Equipment Rental Form), as such Terms and Conditions may be amended by Lessor from time-to-time. Any defined terms used in this RPP Addendum that are not otherwise defined herein shall have the meanings ascribed to such terms in the Terms and Conditions.

**The RPP is not insurance. The RPP must be purchased by the Customer at the same time that the applicable Equipment Rental Form is executed by the Customer and the Lessor.**

In consideration of the payment by Customer to Lessor of the RPP Fees listed in the applicable Equipment Rental Form, and subject in all respects to the terms and conditions of this RPP Addendum, Customer and Lessor agree as follows:

#### **1. EQUIPMENT RENTAL PROTECTION PLAN**

- a. Subject in all respects to the terms and conditions of this RPP Addendum, Lessor agrees that, if Accidental Damage (as defined below) occurs to any item of RPP Covered Equipment, and if the Customer timely pays to the Lessor the Customer Damage Payment and RPP Excess, if any, and Customer complies with all other terms, conditions, obligations, and covenants in the Terms and Conditions and this RPP Addendum, Lessor waives its rights under Section 6 of the Terms and Conditions to collect from Customer the Repair/Replacement Costs and Expenses with respect to such item of RPP Covered Equipment, but solely to the extent that such Repair/Replacement Costs and Expenses exceed the Customer Damage Payment and do not exceed the RPP Cap. The Customer acknowledges and agrees that, notwithstanding anything in this RPP Addendum to the contrary, and notwithstanding any Accidental Damage or applicability of the RPP, the Customer shall be responsible and liable for, and shall pay to Lessor pursuant to the Terms and Conditions, the Customer Damage Payment and the RPP Excess, if any, with respect to each item of RPP Covered Equipment that incurs Accidental Damage. For the avoidance of doubt, nothing in this RPP Addendum waives Lessor's rights under the Terms and Conditions to collect from Customer any losses, damages, costs, or expenses for any loss, theft, damage, or destruction of any Equipment other than Accidental Damage to RPP Covered Equipment.
  - i. Solely as an example, if a Customer rented from Lessor a skid steer, the Customer elected in the applicable Equipment Rental Form to purchase an RPP with respect to such skid steer, the Customer timely paid the RPP Fees with respect to such RPP, the skid steer is destroyed as a result of Accidental Damage, the cost to replace such skid steer is \$50,000, and the RPP Cap with respect to such skid steer is \$40,000, then, of the \$50,000 cost to replace the skid steer, the Customer shall pay to the Lessor the amount of \$1,000 (the Customer Damage Payment) plus the amount of \$10,000 (the RPP Excess) and, upon such payment, the Lessor waives the



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right to recover the remaining \$39,000 of the \$50,000 of Repair/Replacement Costs and Expenses.

- b. The RPP with respect to an item of RPP Covered Equipment applies and is effective only during the Rental Period with respect to such item of RPP Covered Equipment. In the event that the Customer fails to return the item of RPP Covered Equipment to the Lessor at or before the expiration or termination of the Rental Period for such item of RPP Covered Equipment, and pursuant to the terms of the Terms and Conditions, then the RPP with respect to such item of RPP Covered Equipment, and Lessor's agreement to waive certain damages, losses, costs, and expenses hereunder, shall be null and void and of no force nor effect.
- c. The Lessor shall have the sole and exclusive right to make all determinations, calculations, and other decisions with respect to this RPP Addendum, any RPP, any Equipment Rental Form, and the Terms and Conditions, and such determinations, calculations, and decisions by the Lessor shall be final and binding on Lessor, Customer, Customer's employees, successors, assigns, heirs, personal representatives, representatives, and agents, and all other persons and entities including, without limitation, any determination, calculation, or decision regarding (i) the Repair/Replacement Costs and Expenses with respect to any item of Equipment including, without limitation, taxes, transportation costs and fees, import fees and tariffs, and other costs and expenses incurred in connection with the repair or replacement of any item of Equipment; (ii) whether damage or destruction to any item of Equipment constitutes Accidental Damage; (iii) the amount of the Customer Damage Payment; (iv) the amount of the RPP Cap; (v) whether Equipment constitutes RPP Covered Equipment; (vi) whether RPP Fees were timely paid by the Customer with respect to any item of Equipment; (vii) the RPP Excess; (ix) whether the RPP covers any item of Equipment; (x) whether the RPP is in effect with respect to any item of Equipment; (xi) the applicable of any Exclusions; and (xii) whether an item of RPP Equipment must be repaired or replaced. The Lessor shall have the right, in the Lessor's sole and absolute discretion, to deny or reject any coverage or limited damage waiver under the RPP or this RPP Addendum in the event the Lessor determines that the RPP does not apply with respect to any item of Equipment or with respect to any damage, loss, or destruction of any item of Equipment.

## **2. CONDITIONS TO EFFECTIVENESS OF RPP ADDENDUM AND RPP**

This RPP Addendum and the RPP shall not be effective or applicable, and shall be null, void, and of no effect, if: (a) the Customer fails to timely pay to Lessor each payment of RPP Fees; (b) the Customer fails to timely pay to Lessor all Rental Fees, Security Deposits, Refueling Service Charges, and other amounts set out in the applicable Equipment Rental Form or required under the Terms and Conditions; (c) the Customer declines or fails to purchase the RPP with respect to any item of Equipment when entering into the Equipment Rental Form or first renting the Equipment; (d) the Customer fails to perform or comply with, or breaches, any covenant, obligation, term, or other provision of the Terms and Conditions or this RPP Addendum; or (e) the Customer fails to sign and deliver to the Lessor at the same time the RPP is purchased the applicable Equipment Rental Form.

## **3. EXCLUSIONS**



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Notwithstanding anything in this RPP Addendum to the contrary, the Lessor does not, and is not deemed to, waive any amounts with respect to any damage, loss, or destruction of any RPP Covered Equipment caused, in whole or in part, directly or indirectly, by any of the following causes, events, or occurrences, and the RPP shall not cover, and the Customer remains liable for all such losses and damages in accordance with the Terms and Conditions:

- a. Any damage, loss, or destruction resulting, in whole or in part, directly or indirectly, from any intentional act or omission, recklessness, wear and tear or normal deterioration, negligence, or failure to perform or comply with any term, covenant, obligation, or other provision of this RPP Addendum or the Terms and Conditions, overloading of Equipment, vandalism, theft, failure of the Customer to properly maintain the Equipment as required under the Terms and Conditions, inadequate rigging with respect to the Equipment, improper leveling, or failure to perform or comply with any term, covenant, obligation, or other provision of any manufacturer manual or instructions with respect to such RPP Covered Equipment.
- b. Failure to use reasonable safeguards to protect and secure the Equipment at all times including, without limitation, failure to remove keys, failure to lock the Equipment in a secure enclosure or using chains and locks, as applicable, or any failure to properly store the Equipment.
- c. Damage during the transport of the Equipment by the Customer or any agent, employee, independent contractor, or representative of the Customer, or by any other person or entity at the direction or request of the Customer (other than the Lessor).
- d. Exposure to corrosive materials.
- e. Damage caused, in whole or in part, directly or indirectly, by or as a result of (i) tree removal or tree work; (ii) work or use of the Equipment near wetlands, ponds, lakes, rivers, or other areas where water level fluctuates or the ground is saturated or unsteady as a result of water; (iii) access to any premises without the consent of the owner of the premises; (iv) demolition work; (v) use or operation of the Equipment in or near fires or smoldering ground or ashes.
- f. Loss of keys, attachments, or accessories to any Equipment.
- g. Using or filling the Equipment with incorrect fluids, oils, or other substances.
- h. Striking overhead objects with the Equipment.
- i. Use of the Equipment in violation of any applicable law, ordinance, regulation, or governmental order or in connection with any other illegal act.
- j. Damage caused by use of the incorrect fuel in the Equipment including, without limitation, any use of off-road diesel fuel in Equipment or Vehicles designed for use primarily on public roadways, such as cars and trucks.

#### **4. CUSTOMER ACKNOWLEDGMENTS AND RESPONSIBILITIES**



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- a. The Customer acknowledges and agrees that (i) the RPP is solely a limited damage waiver by the Lessor and does not constitute insurance; (ii) the Lessor is not, and shall not be deemed to be, issuing, providing, or selling any insurance policy or insurance coverage to the Customer; (iii) the RPP does not include, cover, or provide, in whole or in part, any limitation of liability, limitation of damages, or waiver of damages, except to the extent of the limited damage waiver set out above; and (iv) the RPP does not include, cover, or provide, in whole or in part, any insurance coverage, reimbursement to the Customer or any other person or entity of any amount, indemnification obligations, hold harmless obligations, any obligation to defend or provide a defense with respect to any claim or proceeding, any amount with respect to equipment owned by any person or entity other than the Lessor, any amount with respect to any equipment not rented to the Customer by the Lessor, any coverage or other amount for bodily harm or injury, any coverage or other amount for the death of any person, or any coverage or other amount for any damage to any property other than Accidental Damage to RPP Covered Equipment.
- b. Subject to the terms and conditions of this RPP Addendum, the RPP applies only with respect to Equipment owned by the Lessor and rented to the Customer by the Lessor.
- c. The RPP may only be purchased by the Customer from the Lessor, and may only be purchased prior to the commencement of the Rental Period for such item of Equipment, as set out in the applicable Equipment Rental Form. In the event the Customer does not duly sign and deliver to the Lessor a complete and accurate Equipment Rental Form with respect to an item of Equipment, elect to purchase an RPP with respect to such Equipment in such signed Equipment Rental Form, and timely pay the RPP Fees and Rental Fees with respect to such Equipment, then the RPP and this RPP Addendum shall be null, void, and of no effect.
- d. Not later than three (3) hours after knowledge by the Customer of any theft or vandalism of any item of Equipment, the Customer shall file a report with all applicable law enforcement organizations, deliver a complete and accurate copy of such report to the Lessor, fully cooperate with the Lessor and all applicable law enforcement organizations with respect to the investigation of such theft or vandalism, and provide such further information and updates to the Lessor as the Lessor may request.
- e. Not later than three (3) hours after knowledge by the Customer of any damage, destruction, theft, or loss of any item of Equipment, the Customer shall report such damage, destruction, theft, or loss to the Lessor, orally and in writing, and shall provide to the Lessor promptly upon request, complete and accurate copies of all documents and records, and provide all other information, with respect to such damage, destruction, theft, or loss as may be requested by the Lessor.
- f. All RPP Covered Equipment shall be used and operated solely by the Qualified Operators listed in the applicable Equipment Rental Form or, as applicable, employees of the Customer who meet the requirements set out in the Terms and Conditions for the use or operation of the Equipment.
- g. All RPP Covered Equipment shall be used and operated by the Customer solely for the purposes for which such Equipment is designed and rented, in strict compliance with all manufacturer instructions, manuals, and guidelines for such Equipment, in strict compliance with the Terms and



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Conditions, and in accordance with all applicable laws, ordinances, regulations, and governmental orders.

- h. Customer shall use only the correct fuel in the Equipment, in accordance with the manufacturer instructions, manuals, and guidelines, or the instructions of Lessor, and shall not use, under any circumstances, use off-road diesel fuel in any Equipment or Vehicle designed for use, or used, primarily on public roadways, including, without limitation, cars and trucks.

## 5. **DEFINITIONS**

The following terms shall have the meanings set forth below whenever they appear in this RPP Addendum.

**"Accidental Damage"** means physical damage to or destruction of RPP Covered Equipment caused by a sudden, unforeseen, and unintended event, excluding damage or destruction caused, directly or indirectly, by any intentional act or omission (including, without limitation, vandalism or theft), recklessness, wear and tear or normal deterioration, negligence, or failure to perform or comply with any term, covenant, obligation, or other provision of the Terms and Conditions or any manufacturer manual or instructions. For the avoidance of doubt, Accidental Damage does not include theft.

**"Customer Damage Payment"** means, with respect to each item of RPP Covered Equipment, an amount equal to the lesser of One Thousand 00/100 Dollars (\$1,000.00) and ten percent (10%) of the cost to repair or replace such RPP Covered Equipment.

**"Repair/Replacement Costs and Expenses"** means, with respect to each item of RPP Covered Equipment, the costs and expenses to repair or replace such item of RPP Covered Equipment, as determined by Lessor.

**"RPP Cap"** means the RPP Cap with respect to each item of RPP Covered Equipment, as set out in the applicable Equipment Rental Form under which the Customer elected to purchase the RPP with respect to such RPP Covered Equipment.

**"RPP Covered Equipment"** means the Equipment listed in the applicable Equipment Rental Form under which the Customer elected to purchase the RPP with respect to such Equipment.

**"RPP Excess"** means the amount, if any, by which the Repair/Replacement Costs and Expenses with respect to an item of RPP Covered Equipment exceeds the RPP Cap with respect to such item of RPP Covered Equipment.

**"RPP Fees"** means the RPP Fees for the RPP with respect to RPP Covered Equipment, as set out in the applicable Equipment Rental Form under which the Customer elected to purchase the RPP with respect to such RPP Covered Equipment.

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