

EQUIPMENT PROTECTION PLAN (EPP) GUIDE

PAY LESS **FOR ACCIDENTAL LOSS OR DAMAGE**

The plan is optional: You have the option to accept or decline plan coverage.

Coverage is subject to "Exceptions and Exclusions" in this plan guide.

Items Covered...

Accidental Damage to Rental Equipment	As long as the damage does not result from misuse, abuse or negligence.
Theft of Rental Equipment	Provided reasonable care is taken to prevent the theft.

Items Not Covered...

Damage to Rental Equipment from	Misuse, abuse or negligence
Accessories	Items such as cords, keys & wrenches damaged or not returned.
Tire/Track Damage	Punctures, cuts, slices or flats.
Towing or Recovery	Removal of equipment stuck or disabled.
Abnormal Cleaning	Customer is always responsible for returning equipment clean.

Cost Savings

A \$15,000 bobcat loader is lost or totaled

	With EPP	Without EPP
Bobcat Loader Rental	\$200	\$200
Cost of EPP	\$20	\$0
Initial Out-Of-Pocket	\$220	\$200
Original Cost of Loader	\$15,000	\$15,000
10% Deductible	\$1,500	\$0
Cost of Loss	\$1,500	\$15,000
Total Cost to Customer	\$1,720*	\$15,200*

*Plus state sales taxes.

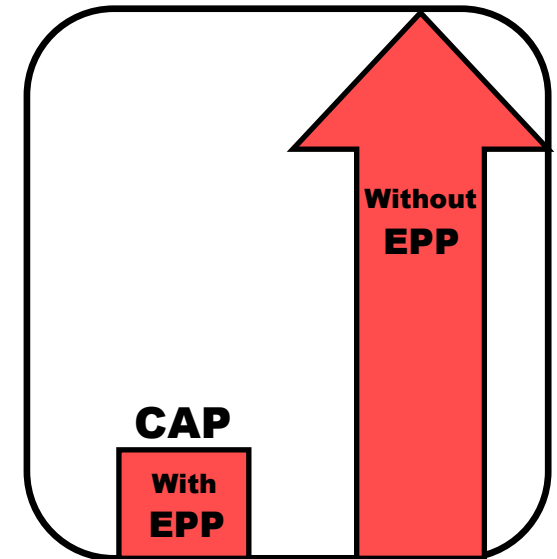
Save \$13,480

Equipment Protection Plan (EPP) does not apply in situations involving misuse, negligence or abuse.

The cost of coverage is 10% of the gross rental amount.

For Example: On a 2-hour rental of an aerator for \$40, the plan charge is \$4.

The Equipment Protection Plan (EPP) puts a cap on out-of-pocket expenses.



Your deductible is 10% of the original cost of the equipment up to a maximum of \$2,500 or minimum of \$50.

Equip Rental LLC.

Equipment Protection Plan (EPP) Addendum:

The Equipment Protection Plan charge for coverage is 10% of the gross rental amount. **THE PLAN IS OPTIONAL**, You may decline the Equipment Protection plan and avoid the associated charge by placing your initials in the space provided on the front of the Rental Contract.

The Equipment Protection Plan is a *damage waiver*. **IT IS NOT INSURANCE, NOR IS IT A WARRANTY.** The plan does not exempt You from payment of damages. We will, *subject to the "Exceptions and Exclusions" set forth in this guide*, waive our right to recover from you our direct cost to repair or replace equipment which is stolen, damaged or destroyed while in your possession provided however, that (a) you will immediately notify us of any accident, loss or damage; (b) you will be responsible for 10% of the *original cost* of the equipment, minimum of \$50.00 up to a maximum of \$2,500 of the cost of such repair or replacement; (c) if you have insurance of your own covering damage to the equipment or any portion thereof, such insurance continues to apply for our benefit, remains primary (with this Equipment Protection Plan being secondary, it being understood that your insurance coverage will not be impaired by your purchase of this Equipment Protection Plan, but instead, all coverage available thereunder with respect to the subject equipment will be deemed to continue to exist for our benefit), you will promptly exercise all rights under such policy to make a claim for any amounts available, and/or at our option, assign the claim (or the proceeds thereof, as applicable) to us as soon after the occurrence of the event giving rise to such claim as reasonably practicable; and (d) you provide us with reasonable documentary evidence showing the nature and cause of such accident, loss or damage, and your compliance with the terms of this plan guide, including without limitation, if requested by us, a written and signed police report (within 24 hours of request), photographs and complete insurance claim forms.

Covered Occurrences: The following are considered covered under the equipment protection plan:

- a) Theft of Equipment from customer provided reasonable precautions were taken to protect and secure the rented equipment, and a police report was filed.
- b) Damage to equipment caused by vandalism provided a police report was filed.
- c) Damage or loss of equipment caused by natural disasters such as floods, earthquakes, fires, or other natural disasters.

Exceptions and Exclusions: The following are not covered under the Equipment Protection Plan, and You will remain liable for each:

- a) Damage to any equipment due to misuse, abuse or negligence;
- b) Damage to any equipment due to operation of the equipment in a manner inconsistent with the instructions provided by Us and/or the OEM;
- c) Damage to any equipment due to overloading, overturning;
- d) Damage to equipment due to exceeding rated capacities;
- e) Damage to motors or other electrical devices caused by: Artificial current (e.g. running off to small a generator), voltage drop (e.g. running off to small of gauge or to long of power cord).
- f) Damage to tires, tracks and wheels however caused (including without limitation punctures, cuts, slices or blowouts);
- g) Damage or loss of accessories (e.g., power cords, keys, wrenches);
- h) Towing or recovery (e.g., removal of equipment stuck or disabled);
- i) Abnormal Cleaning (You are responsible for returning the equipment clean);
- j) Loss or damage caused by dishonesty of your employees or agents, or wrongful conversion by any person having access to or permitted to use the equipment;
- k) Damage resulting from failure to properly clean or maintain the equipment, including, without limitation, failure to maintain proper levels of oil, fuel,

lubricants, hydraulic fluid, brake fluid and/or coolant;

- l) Loss or damage as a result of working in water;
- m) Loss or damage from exposing the equipment to hazardous waste;
- n) Damage from paint or chemical overspray;
- o) Loss or damage due to failure to secure the equipment (e.g. leaving the equipment in an unprotected area, leaving keys in the ignition, theft from a vehicle where the equipment was left visible and unattended);
- p) Damage or loss arising from the use of the equipment in a manner which violates the terms of the Rental Contract or applicable law;
- q) Damage caused by altering the equipment for use in a manner it was not designed;
- r) Damage as a result of overriding safety features;
- s) Customer provides misleading or false information to rent the equipment;
- t) Damage caused by operator under the influence of an intoxicant or other illegal or controlled substance.

To the extent any of the terms of this Addendum conflict with the terms of the Rental Contract, the terms of this Addendum shall control. The Rental Contract shall otherwise remain in full force and effect as hereby modified, and shall constitute the entire agreement.