

## **RENTAL PROTECTION PLAN**

### **Terms and Conditions**

We understand that accidents can happen to anyone. With construction equipment often being priced at tens or even hundreds of thousands of dollars, a single accident or theft can be costly. The Rental Protection Plan (“RPP”) is an optional program for certain rented equipment (“Equipment”) defined by Company (excludes equipment licensed for road use) and is designed to help protect renters who don’t have independent property insurance policies that cover rented equipment. If you choose to purchase the RPP by selecting the RPP option on your Equipment Rental Agreement, you will, subject to the following terms and conditions only for any loss or damage to the Equipment.

### **Covered Events**

THE RPP IS NOT INSURANCE AND DOES NOT PROTECT YOU FROM OR LIMIT YOUR LIABILITY TO COMPANY, THE EQUIPMENT OWNER, OR ANY OTHER PARTY ARISING OUT OF YOUR POSSESSION, USE OR OPERATION OF EQUIPMENT, INCLUDING INJURY OR DAMAGE TO PERSONS OR PROPERTY. THE RPP IS AN OPTION CONTRACTURAL MODIFICAITON TO HELP EQUIPMENT RENTER LIMITS LIABILITY FOR LOSS OR DAMAGE TO THE EQUIPMENT ONLY

Subject to the below Conditions and Exclusions, the RPP limits the amount you will owe to Company for loss, damage or destruction of the Equipment to the following amounts:

1. \$1,000 replacement if the Equipment is stolen;
2. \$1,000 for repairs if the Equipment is damaged; and
3. \$1,000 if the Equipment is lost or destroyed.

## **Conditions**

The RPP will only apply if:

1. You select the RPP option on your Equipment Rental Agreement in advance of the commencement of the rental period and pay 15% of the gross rental charges as the fee for the RPP;
2. You fully comply with the terms and conditions of this RPP;
3. Your account is current at the time of the loss, theft, damage, or destruction of the Equipment;
4. None of the exclusions indicated below apply.

## **Exclusions**

An “Event” is any loss to the Equipment including, but not limited to, losses caused by theft, accident, misuse, damage (other than ordinary wear and tear) or destruction of the Equipment. If any of the below Exclusions apply, as determined by Company in its sole and absolute discretion after investigating the Event, the RPP will NOT cover the Event. Specifically, the RPP will NOT cover an Event:

1. If the renter fails to cooperate with Company and/or its agents in investigating the Event including by, among other things, giving Company reasonable access to the site where the Event occurred and any of renter’s employees or agents who may have information regarding the Event;
  
2. Resulting from intentional misuse of the Equipment;
  
3. Resulting from willful or reckless conduct;
  
4. If the Equipment is lost or stolen and the loss or theft is not reported to the police within 24 hours of discovery and substantiated by a written police report;
  
5. Resulting from Acts of God such as tornadoes, floods, wind, storms, or earthquakes.

## **Recovery of Equipment**

Notwithstanding anything to the contrary in this RPP, if lost or stolen Equipment is later recovered, the equipment owner will retain ownership of the Equipment regardless of any payments made by you or your insurance company to Company with respect to such Equipment; all such payments are non-refundable.