

RENTAL PROTECTION PLAN AGREEMENT

Terms and Conditions



At EquipmentShare, we understand that accidents can happen to anyone. With construction equipment often costing tens or even hundreds of thousands of dollars, a single accident or theft can erase months of hard-earned profits. EquipmentShare's Rental Protection Plan ("RPP") is designed to help protect renters who don't have independent property insurance policies that cover rented equipment. If you choose to purchase a RPP by selecting the RPP option for the Rental Period on the Equipment or the RPP is automatically placed on the Equipment in lieu of a valid COI, you will, subject to the following terms and conditions, only be held responsible for the first \$1,000 of any loss or damage to each piece of the rented equipment ("Equipment").

COVERED EVENTS AND EQUIPMENT

THE RPP IS NOT INSURANCE AND DOES NOT PROTECT YOU FROM OR LIMIT YOUR LIABILITY TO EQUIPMENTSHARE, 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 EXTENT OF COVERAGE IS LIMITED TO THE REPLACEMENT COST OF THE RENTED EQUIPMENT. ON-HIGHWAY EQUIPMENT IS NOT ELIGIBLE FOR RPP.

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

- 1) \$1,000 for 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 pay 14% of the gross rental charges as the fee for the RPP*; (*Equipment for Forestry/Demolition purposes charged at 20% of the gross rental charges)
- 2) You fully comply with the terms and conditions of this RPP Agreement;
- 3) Your account is current at the time of the loss, theft, damage, or destruction of the Equipment; and,
- 4) None of the below Exclusions 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 EquipmentShare 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 give notice of the loss, theft, damage, or destruction of the Equipment to EquipmentShare within 24 hours of the Event occurring;
- 2) If the renter fails to cooperate with EquipmentShare and/or its agents in investigating the Event including by, among other things, giving EquipmentShare reasonable access to the site where the Event occurred and any of renter’s employees or agents who may have information regarding the Event;
- 3) If the damage results from negligent transport;
- 4) Resulting from intentional misuse of the Equipment;
- 5) Resulting from willful or reckless conduct;
- 6) Resulting from any use of the Equipment prohibited by EquipmentShare’s then-current Rental Agreement, regardless of whether such agreement has been executed by the renter;
- 7) 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; customer must make reasonable effort to secure equipment from the time of initial rental until pick-up or return of equipment;
- 8) Resulting from Acts of God such as tornadoes, floods, wind, storms, or earthquakes;
- 9) Resulting from Equipment being operated by a non-trained operator; or
- 10) Resulting from damage to tires and tubes caused by blow out, bruises, cuts, punctures or other causes inherent in the use of the Equipment.

RECOVERY OF EQUIPMENT

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