

# Rental Protection Plan Terms and Conditions

## Rental Protection Plan

(Company Name) may offer the Rental Protection Plan ("RPP") for a fee to Customer on certain Equipment and for certain types of loss or damage to limit Customer's liability for property loss or damage. Customer must either show proof of property insurance or purchase RPP. In return for the RPP fee, if RPP covers such repair or replacement at time of claim, (Company Name) agrees to waive certain claims for accidental damages to or theft of such covered Equipment occurring during normal and careful use. Customer remains liable for all other damages as set forth in the Terms.

RPP IS NOT INSURANCE. Customer's account must be current for RPP to apply. Upon accepting RPP, Customer agrees to pay an RPP fee equal to 15%. Customer must review these RPP Terms and Conditions before deciding whether to accept RPP.

RPP may only be accepted at or prior to the commencement of the Reservation and Rental Contract. In the event of loss or damage to the Equipment, Customer must notify (Company Name) within 24 hours, complete an RPP Incident Report, and cooperate with (Company Name) investigation of any incident involving the Equipment.

TO THE EXTENT (Company Name) DOES NOT OFFER RPP TO CUSTOMER, OR CUSTOMER DOES NOT ACCEPT RPP, CUSTOMER MUST MAINTAIN THE INSURANCE COVERAGE REQUIRED PLEASE BE AWARE THAT IF CUSTOMER DOES NOT ELECT TO TAKE RPP AND IT ELECTS TO MAINTAIN INSURANCE COVERAGE, AND IF THE CERTIFICATE OF INSURANCE PROVIDED TO (Company Name) TO EVIDENCE SUCH INSURANCE COVERAGE IS UNACCEPTABLE TO (Company Name) OR THE APPLICABLE POLICIES EXPIRE, CUSTOMER AGREES THAT (Company Name) MAY CHARGE RPP FOR ALL APPLICABLE RENTALS UNTIL SUCH TIME AS AN ACCEPTABLE AND VALID CERTIFICATE OF INSURANCE IS PROVIDED AND SUCH MATTERS ARE CORRECTED TO (Company Name) REASONABLE SATISFACTION.

(NOTWITHSTANDING PAYMENT OF THE RPP FEE, RPP DOES NOT APPLY, AND CUSTOMER IS LIABLE FOR, ALL DAMAGES TO THE EQUIPMENT, AND ANY ADMINISTRATIVE FEES AND EXPENSES OF (Company Name): (1) CAUSED BY THE EQUIPMENT BEING USED OR OPERATED IN VIOLATION OF ANY OF THE TERMS; (2) IN CASE OF NEGLIGENCE, AS DETERMINED IN (Company Name) SOLE DISCRETION; AND/OR (3) TO THE FOLLOWING:

Customer's failure to perform any of its obligations under the Terms;

- Striking an overhead object with the Equipment;
- Vandalism, malicious mischief, theft or conversion of the Equipment, unless an Authorized Operator promptly files with the applicable public authorities (and promptly provides to Herc) a formal written theft, vandalism or conversion report;
- Leaving keys, if any, in the Equipment while that Equipment is not in use;
- Exposure to corrosive materials;
- Overloading of a boom;
- Damage due to acts of God, such as floods, wind, storms or earthquakes;
- Damage to tires, tubes, and tracks;
- Damage to motor vehicles or trailers in over-the-road accidents;
- Overturning Equipment;
- Land Clearing, Tree Removal;
- Working in or near fires;
- Filling a reservoir with the wrong type of fluid; or
- Equipment used outside the intended purpose or exceeding Equipment's rated capacity.