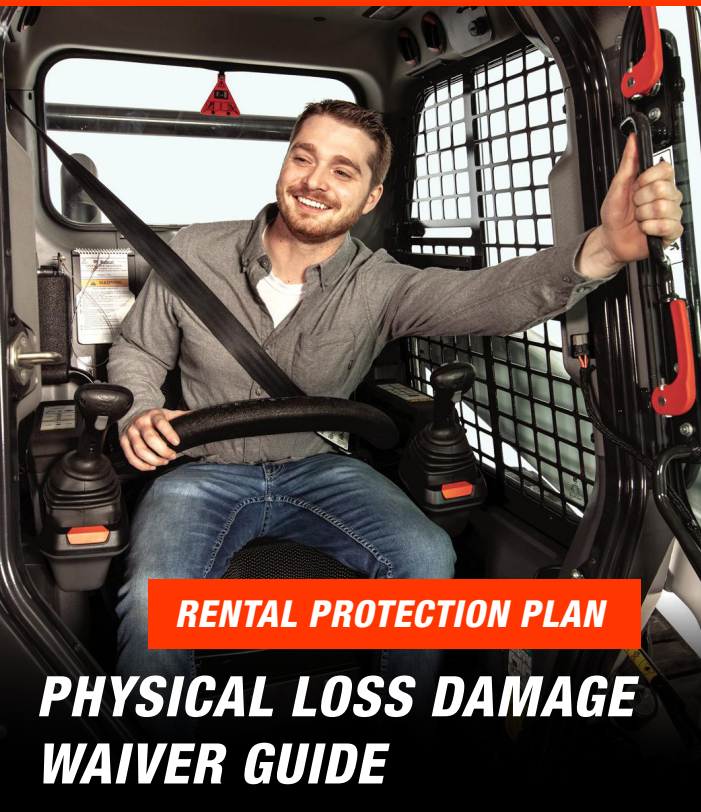




# RENTAL PROTECTION PLAN

## Terms & Conditions



**RENTAL PROTECTION PLAN**

## PHYSICAL LOSS DAMAGE WAIVER GUIDE

### JERSEY VILLAGE

(281) 477-8646

### PEARLAND

(713) 413-2200

### CONROE

(936) 890-6790

### ROSENBERG

(281) 845-2450

### BAYTOWN

(281) 640-3001

### LA MARQUE

(281) 640-3002

### PORTER

(281) 640-3003

### BRYAN

(979) 589-101

### BRENHAM

(979) 353-7000

**BOBCATOFHOUSTON.COM**

THE FOLLOWING TERMS AND CONDITIONS APPLY TO ALL RENTAL PROTECTION PLANS PROVIDED TO CUSTOMERS ("LESSEES") OF BERRY COMPANIES, INC., A KANSAS CORPORATION (HEREINAFTER, "BCI," "WE," "US" AND "OUR").

You, the "Customer" or "Lessee," are responsible for protecting all items rented to you (hereinafter, "Rented Item(s)") by BCI under the terms of your Rental Contract from any and all loss, theft, damage, and destruction. Except as provided below, if any Rented Item(s) is/are lost, stolen, damaged or destroyed during your rental, you will be responsible to BCI for all costs associated with repairing, restoring and/or replacing such Rented Item(s). You may also be responsible to BCI for additional charges during the period required to repair, restore or replace any Rented Item(s) which is/are lost, damaged or destroyed, and/or the loss in value of such Rented Item(s). If: (a) we make our Optional Limited Physical Rental Protection Plan ("RPP") available, and (b) you (i) accept it (as provided below), and (ii) fully and timely pay to BCI the non-refundable RPP Fee reflected in your Rental Contract, then to the extent set forth below, BCI agrees to waive certain claims against you arising from physical damage to any Rented Item(s) covered by RPP (hereinafter, "Covered Item(s)"), subject to the remaining terms hereof. **You will otherwise remain liable for 100% of all loss, theft, and damage to or destruction of the Rented Item(s).**

**RPP IS OPTIONAL AND MAY BE DECLINED IF YOU PROVIDE TO BCI PROOF OF THE PROPERTY DAMAGE / INLAND MARINE INSURANCE REFERENCED IN SECTION 9 OF YOUR RENTAL CONTRACT.**

RPP is a partial waiver of our claims for physical damage to or destruction of only Covered Item(s). **IT IS NOT INSURANCE, NOR IS IT A WARRANTY.** If RPP has been offered by BCI and you have paid the Non-Refundable RPP Fee set forth on Page 1 of your Rental Contract, then subject to the remaining terms hereof, including without limitation the "Exceptions and Exclusions" set forth below, BCI will waive its right to recover from you 80% of its cost(s) (hereinafter, "Repair/ Replacement Costs") to repair or replace Covered Item(s) during the rental term set forth in your Rental Contract (the "Term"); provided however, that: (a) you will remain liable to BCI for: (i) a "deductible" equal to 20% of such Repair/ Replacement Costs; (b) you must notify BCI in writing of any accident, loss, damage to, or destruction of Covered Item(s) within 24 hours thereafter; (c) you must provide BCI with documentary evidence of the nature and cause(s) thereof; (d) you must return the subject Covered Item(s) to BCI, unless we elect to forego such return (in our sole discretion); and (e) you must continue to comply fully with the terms of your Rental Contract, by among other things, fully and timely paying all amounts due and coming due to BCI.

**Exceptions and Exclusions:** The foregoing notwithstanding, the following are NOT COVERED by RPP, and you, the "Customer" or "Lessee," will remain 100% liable for:

- a. Item(s) Not Covered:** (I) All batteries, glass, tires, tubes, tracks, belts, chains, knobs and hoses in or on any Rented Item(s); (II) any Rented Item(s) with respect to which you do not pay the non-refundable RPP Fee (as provided on Page 1 of your Rental Contract);
- b. Deductible:** The "deductible" described above;
- c. Violations / Breaches:** Loss of or damage to Covered Item(s) due to violation by you, your agents, employees or contractors, of the terms of your Rental Contract, any applicable laws, rules, regulations, policy(ies) of insurance, and/or any "Instructions" as defined in Section 5 of your Rental Contract (including without limitation, instructions regarding proper use,

maintenance, storage and servicing, as well as EPA Tier 4, and silica dust compliance), specifications and/or warnings provided by BCI, the owner(s) and/or the manufacturer(s) of such Rented Item(s);

- d. Misuse, Abuse, Neglect:** Loss of or damage to Covered Item(s) due to intentional abuse, improper use, negligence, willful misconduct, neglect, overloading, overturning, striking overhead objects, and/or exceeding the rated capacity(ies) of such Item(s);
- e. Failure to Return / Criminal Activities:** (I) Any failure to return Covered Item(s) to BCI (including without limitation, loss and disappearance); and (II) criminal, fraudulent, dishonest and/or illegal act(s) or omission(s);
- f. Maintenance Failures:** Damage to or destruction of Covered Item(s) resulting from any failure to properly service and/or maintain such Covered Item(s) (including without limitation, failure to maintain proper pressure levels or proper levels of air, water, or manufacturer-approved oil, fuel, lubricants, hydraulic fluid, diesel exhaust fluid, brake fluid and/or coolant);
- g. Protection / Security:** Loss of or damage to any Covered Item due to failure to secure and/or protect it (e.g., by leaving it in an unprotected area, leaving it unlocked or with the keys in the ignition, etc.);
- h. Use of Drugs / Alcohol:** Damage, destruction or loss of or to any Covered Item resulting from or in connection with the use of alcohol or drugs by you or anyone employed or engaged by you, or anyone you permit to use or otherwise deal with any Rented Item(s);
- i. Governmental Authority / War / Terrorism:** Damage, destruction or loss of or to any Covered Item resulting from or in connection with: (I) action(s) or inaction(s) of any governmental or other civil authority; and/or (II) act(s) of war and/or terrorism;
- j. Transportation:** Damage, destruction or loss of or to any Covered Item during transportation; and
- k. Hazmat / Contamination:** Loss of or damage to any Covered Item resulting from: (I) its exposure to hazardous, explosive, combustible, radioactive, toxic, corrosive or noxious materials or substances; (II) nuclear hazard; (III) temperature/humidity; and/or (IV) contamination, including mold, mildew, rust, rot and/or exposure to pollutants and/or contaminants.

This Addendum shall be deemed to modify and supplement and shall be deemed incorporated into and become a part of your Rental Contract. To the extent any of the terms of this Addendum conflict with the terms of your Rental Contract, the terms of this Addendum shall control. Your Rental Contract shall otherwise remain valid and in full force and effect, and all terms thereof will be deemed incorporated herein.

**IMPORTANT: YOU MAY DECLINE RPP IF YOU PROVIDE TO BCI PROOF OF THE PROPERTY DAMAGE / INLAND MARINE INSURANCE REFERENCED IN SECTION 9 OF YOUR RENTAL CONTRACT. NONETHELESS, NO RPP COVERAGE WILL APPLY TO ANY ITEM(S) FOR WHICH YOU DO NOT TIMELY PAY THE APPLICABLE RPP FEE.**



# RENTAL PROTECTION PLAN

## Frequently Asked Questions



### 1. YOUR RESPONSIBILITIES.

Rental customers or “lessees” are generally responsible for ALL COSTS AND EXPENSES ARISING IN CONNECTION WITH ANY LOSS, THEFT, DAMAGE TO OR DESTRUCTION OF RENTED ITEM(S) regardless of whether the rental customer or lessee was at fault. This can amount to thousands of dollars in additional expense, even for rental customers who maintain insurance (e.g., for deductibles, coverage limits, exclusions, etc.).

### 2. WHAT IS RPP?

BCI's Limited Physical Rental Protection Plan (“RPP”) is an OPTIONAL program that ENABLES OUR CUSTOMERS TO LIMIT THEIR EXPOSURE TO MANY CLAIMS for physical damage to or destruction of “Covered Item(s)” when a covered loss occurs through no fault of the customer.

**RPP IS NOT INSURANCE, NOR IS IT A WARRANTY.**

### 3. WHAT DOES RPP COST?

The fee for RPP (if offered) is the percentage (of the Rent) charged for RPP set forth on Page 1 of your Rental contract solely with respect to Covered Item(s). No RPP Fee is applied to purchases, delivery charges, fuel, or tax. All RPP fees are non-refundable.

### 4. HOW DOES RPP WORK & WHAT DOES IT COVER?

In exchange for your purchase of RPP, BCI agrees to waive its claims against you and your company for a portion of the charges identified in Section 5 of this Rental Protection Plan Guide with respect to Covered Item(s), enabling you to spend your valuable time and money on your business.

### 5. THE VALUE OF RPP:

Our Optional Rental Protection Plan enables you to avoid costly downtime and expensive repairs and/or replacements by:

#### a. Covering:

**i. Repair/Replacement Costs:** The cost of repairing and/or replacing Covered Item(s) which suffer physical damage during your rental (subject to the limitations set forth in Section 6 below and the reverse side or Page 1 hereof); AND

**ii. Rental Charges:** 100% of the Rent that would otherwise be due under your Rental Contract during the period in which the Covered Item(s) is/are being repaired or replaced (as applicable); AND

**iii. Certain Other Costs:** 100% of the following charges that would normally be due under your Rental Contract: late fees, transportation and storage fees and interest; AND

#### b. Enabling You to Avoid Costly Insurance Claims and Premium Increases:

Costly insurance premium increases are avoided because customers are not forced to file claims on their own insurance policies (increasing their “loss histories”).

### 6. WHAT IS NOT COVERED?

The following is a summary of what RPP will not cover (as more specifically described on the reverse side or Page 1 hereof):

- Any Item(s) with respect to which you do not pay the RPP Fee;
- “Deductible” equal to 20% of the total of all “Repair/Replacement Costs” (as defined on the reverse side hereof);
- Intentional abuse, improper use, negligence, and neglect;

- Violation of your Rental Contract, applicable laws or any instructions provided by BCI and/or any owner(s) or manufacturer(s) of Covered Item(s);
- Use of Alcohol and/or Drugs; and
- Exposure to Hazardous Materials; Pollutants and/or Contaminants.

### 7. HOW DO I USE RPP?

If a Covered Item is damaged or destroyed (an “Event of Loss”) during your rental, you must advise us of the date, time and suspected cause of the Event of Loss in writing within 24 hours. In the event of a reportable accident or vandalism, you must also properly complete and file a police report with local authorities. A copy of the police report must be provided to us within 48 hours after the Event of Loss. You will be 100% responsible for any Event of Loss which is not covered by RPP (e.g., for any Rented Item(s) which you elected not to cover and for Covered Item(s) with respect to which any exclusion(s) referenced in this Rental Protection Plan Guide (including Page 1 hereof) apply(ies).

### 8. HOW CAN I AVOID PAYING FOR RPP?

RPP is not mandatory; it is OPTIONAL. If you wish to decline RPP, you must provide us with proof that you have the property damage / inland marine insurance referenced in Section 9 of your Rental Contract. NO RPP COVERAGE WILL APPLY TO ANY ITEM(S) FOR WHICH YOU DO NOT PAY THE APPLICABLE RPP FEE (WHICH, IF CHARGED, WILL BE SET FORTH IN YOUR RENTAL CONTRACT).

**[BOBCATOFHOUSTON.COM](http://BOBCATOFHOUSTON.COM)**

## CERTIFICATE OF INSURANCE REQUIREMENTS

As a customer of Bobcat of Houston, you are required to protect the equipment and return it in the same good working order and repair as when first rented AND to provide proof of insurance covering all risks to the equipment (see Insurance Requirements below). The only exception for not providing proof of insurance is to pay our Rental Protection Plan (RPP) fee.

The following must be adhered to in order to be exempt from Bobcat of Houston Protection Plan and fee:

- 1) The name and address of the insured customer (you), must be stated on the certificate.
- 2) Bobcat of Houston, 18340 NW Freeway, Houston, TX 77065
- 3) Bobcat of Houston must be listed additional insured and loss payee
- 4) Your insurer is required to give Bobcat of Houston written notice of any lapse, cancellation or material change to the policy.
- 5) Proof of physical damage equipment coverage.
- 6) Policy number for contractors equipment coverage and effective expiration dates of coverage.
- 7) Rental equipment coverage must be equal to or greater than the value of the equipment rented.

Your agent will be familiar with these items. If they have any questions, please have them call (281) 477-8646. You can have them fax the certificate to (281) 477-8734 or mail to 18340 NW Freeway, Houston, TX 77065.