

## **Limited Equipment Protection Plan ("LEPP")**

You are responsible for protecting the Rented Item(s) 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 the Term, you will be responsible to Runyon for all costs, both direct and indirect, associated with repairing, restoring and/or replacing such Rented Item(s). You may also be responsible to Runyon for additional charges during the period required to repair, restore or replace any Rented Item(s) which is/are lost or damaged and/or the loss in value of such Rented Item(s). If and to the extent Runyon elects to make LEPP available, and you pay us the applicable fee (reflected on Page 1 of your Rental Contract, if offered), then to the extent set forth below, we agree to waive a portion of our claims against you arising from physical damage to or destruction of the Rented Item(s), subject to the remaining terms hereof.

### **LEPP IS OPTIONAL AND MAY BE DECLINED IF YOU PROVIDE RUNYON WITH PROOF OF THE INSURANCE REQUIRED UNDER YOUR RENTAL CONTRACT**

**LEPP IS A DAMAGE WAIVER. IT IS NOT INSURANCE, NOR IS IT A WARRANTY.** Subject to certain exceptions and exclusions as more particularly set forth below under the Section titled "Exceptions and Exclusions", if you have purchased the **OPTIONAL LEPP**, then in exchange for the LEPP Fee set forth on Page 1 of your Rental Contract, Runyon will waive up to 50% of its costs/expenses associated with repair or replacement of Rented Items which suffer physical damage during the Rental Term, up to \$5,000 of covered costs (50% up to \$10,000 in total damage/destruction-related costs in the aggregate); provided however, that (a) you immediately notify us in writing of any accident, loss or damage; and (b) if you have insurance of your own covering such damage, you agree to promptly exercise all rights under such policy to make a claim for any amounts available thereunder with respect to such damage, 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.

**Exceptions and Exclusions:** The foregoing notwithstanding, the following are not covered under the Limited Equipment Protection Plan, and you will remain liable for each: (a) 50% of the cost of repairing or replacing damaged or destroyed Rented Items with respect to damage or destruction of up to \$10,000; (b) 100% of the cost to repair or replace Rented Items which suffer damage or destruction costing \$10,000 or more in the aggregate, (c) Your failure to return the Rented Item(s) for any reason (including without limitation, loss, theft and/or destruction); (d) Damage to the Rented Item(s) directly or indirectly resulting from: (i) intentional abuse, gross negligence, willful misconduct, and/or improper use (including failure to protect Rented Item(s) during periods of inclement weather); (ii) loading or unloading; (iii) use of alcohol or drugs by any person(s) interacting with the subject Rented Item(s); (iv) use of the Rented Item(s) in a manner that violates the terms of this Contract or any applicable law or policy of insurance; and/or (v) vandalism or malicious mischief; and (e) Damage to tires, tubes and wheels (whether or not part of the Rented Item(s)), however caused, during the Term.

**Insurance.** You will maintain all insurance we deem necessary, but in any event, at least: (a) commercial general liability insurance covering all operations and contractual obligations with minimum limits of \$1,000,000 per occurrence; (b) inland marine insurance or the equivalent (including coverage for property in transit), covering all loss of or damage to the Rented Item(s) for the full replacement value thereof; and (c) hired auto physical damage and hired auto liability with minimum limits of \$1,000,000 per occurrence, for any rented auto(s). All such policies shall: (i) name Runyon as an additional insured and loss payee; (ii) be deemed to waive subrogation against us, our parents, affiliates, agents, insurers, successors and assigns; and (iii) be primary (our insurance will be excess). Upon request, you will provide Runyon with copies of the proper endorsements for the above coverages specifying that they will not be cancelled during the Term.