

EQUIPMENT PROTECTION PLAN ADDENDUM

THE FOLLOWING TERMS AND CONDITIONS APPLY TO ALL EQUIPMENT PROTECTION PLANS PROVIDED TO CUSTOMERS ("LESSEES") OF RUNYON EQUIPMENT RENTAL CO., LLC (ALSO REFERRED TO HEREIN AS "RUNYON," "LESSOR," "WE," "US" AND "OUR")

You, the "Customer" or "Lessee," are responsible for protecting all items rented to you (hereinafter, "Rented Item(s)") by Runyon 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 Runyon for all costs 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, damaged or destroyed, and/or the loss in value of such Rented Item(s). If: (a) we make our Optional Equipment Protection Plan ("EPP") available; and (b) you (i) accept it (as provided below); and (ii) fully and timely pay to Runyon the non-refundable EPP Fee reflected in your Rental Contract prior to commencement of your rental, then to the extent set forth below, Runyon agrees to waive certain claims against you arising from physical damage to any Rented Item(s) covered by EPP (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) as well as all other amounts due and coming due under the Rental Contract.**

EPP IS OPTIONAL AND MAY BE DECLINED IF AND ONLY IF YOU PROVIDE TO RUNYON PROOF OF THE PROPERTY / PHYSICAL DAMAGE / INLAND MARINE INSURANCE REFERENCED IN SECTION 10 OF YOUR RENTAL CONTRACT PRIOR TO COMMENCEMENT OF YOUR RENTAL.

EPP IS NOT INSURANCE, NOR IS IT A WARRANTY. EPP is a partial waiver of our claims for physical damage to or destruction of only Covered Item(s). It does not cover other types of costs, such as cleaning, maintenance, excessive wear and tear and/or damage to other (non-covered) item(s). If EPP has been offered by Runyon and you have paid the Non-Refundable EPP Fee set forth on Page 1 of your Rental Contract for each rental period, then subject to the remaining terms hereof, including without limitation the "Exceptions and Exclusions" set forth below, Runyon will waive its right to recover from you its cost(s) (hereinafter, "Repair/Replacement Costs") to repair or, at Runyon's option, replace Covered Item(s) which suffer physical damage of up to \$7,500 during the rental term set forth in your Rental Contract (the "Term"); provided however, that: (a) you will remain liable for all Repair/Replacement costs which exceed \$7,500 in the aggregate across all Covered Item(s); (b) you must notify us in writing of any accident, loss, damage to, or destruction of Covered Item(s) within 24 hours thereafter; (c) you must provide us with documentary evidence of the nature and cause(s) thereof; (d) you must immediately return the subject Covered Item(s) to us, 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 thereunder.

Exceptions and Exclusions: EPP does not provide coverage for: (i) liability; (ii) personal and/or bodily injuries; (iii) non-physical damage (such as contamination and data losses); (iv) cost(s) such as cleaning; (v) maintenance; (vi) excessive wear and tear; and/or (vi) loss of or damage to any Item(s) subject to one or more of the following Exceptions and Exclusions. Anything to the contrary contained herein or in the Rental Contract notwithstanding, **the following are NOT COVERED by EPP, and you, the "Customer" or "Lessee," will remain 100% liable for:**

- (a) **Item(s) Not Covered:** (I) GPS and telematics systems, I.P., data, batteries, glass, tires, tubes, tracks, belts, fittings, chains, knobs, cords, cables, tanks, hoses and other accessories in or on any Rented Item(s); (II) Rented Item(s) with respect to which you do not pay the non-refundable EPP Fee prior to commencement of your rental (as provided on Page 1 of your Rental Contract) for each rental period (*i.e.*, for the initial Term, and separately, for any extension period(s) approved by us); and (III) any and all loss, damage and/or destruction exceeding \$7,500 in the aggregate across all Covered Items;
- (b) **Violations / Breaches:** Loss of or damage to Covered Item(s) due to violation by you, your agents, employees or contractors, of any of the terms of your Rental Contract, this Addendum, any applicable laws, rules, regulations, policy(ies) of insurance, and/or any "Instructions" as defined in your Rental Contract (including without limitation, any instructions and/or warnings provided by manufacturer(s), as well as EPA Tier 4, cleaning, servicing, maintenance, repair and silica dust requirements), specifications and/or warnings provided by Runyon, the owner(s) and/or the manufacturer(s) of such Item(s);
- (c) **Misuse, Abuse, Neglect:** Loss of or damage to Covered Item(s) due to intentional abuse, improper use, negligence, willful misconduct, vandalism, neglect, submerging, overloading, overturning, striking overhead objects, and/or exceeding the rated capacity(ies) of such Item(s);
- (d) **Failure to Return / Criminal Activities:** (I) Any failure to return Covered Item(s) to us, including without limitation, loss, theft and disappearance, in whole or in part (including any theft(s) of engines, components, parts and/or attachments), unless we elect to forego such return as provided above; and (II) criminal, fraudulent, dishonest and/or illegal act(s) or omission(s);
- (e) **Maintenance Failures:** Damage to 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);
- (f) **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.*);
- (g) **Governmental Authority / War / Terrorism:** Damage to 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) civil insurrection, act(s) of war and/or terrorism;
- (h) **Transportation:** Damage or loss of or to any Covered Item during transportation;
- (i) **Use of Drugs / Alcohol:** Damage or loss of or to any Covered Item resulting from or in connection with the use of alcohol or drugs (**including without limitation, CANNABIS, even if legalized**) by you or anyone employed or engaged by you, or anyone you permit to use or otherwise deal with any Rented Item(s);
- (j) **Electric Current:** Damage caused by electric current (including without limitation, use of non-utility generated power);
- (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; and
- (l) **Third Parties / Sublessees:** Any Item(s) damaged while being used, operated, occupied or otherwise dealt with by any third party(ies) not specifically identified in/on your Rental Contract as "authorized users" (including without limitation, unauthorized [by Lessor] borrowers, sublessees and assignees).

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: EPP DOES NOT BENEFIT ANYONE OTHER THAN YOU, THE "CUSTOMER OR "LESSEE" (SUCH AS THIRD PARTIES ON A JOBSITE). WE RETAIN THE RIGHT TO PURSUE RECOVERIES FROM THIRD PARTIES, INCLUDING YOUR INSURER, FOR ALL LOSS AND DAMAGE, WHETHER OR NOT COVERED BY EPP. YOU MAY DECLINE EPP IF YOU PROVIDE TO RUNYON PROOF OF THE PROPERTY DAMAGE / INLAND MARINE INSURANCE REFERENCED IN SECTION 10 OF YOUR RENTAL CONTRACT PRIOR TO COMMENCEMENT OF YOUR RENTAL. NONETHELESS, NO EPP COVERAGE WILL APPLY TO ANY ITEM(S) FOR WHICH YOU DO NOT TIMELY PAY THE APPLICABLE EPP FEE.