

RENTAL PROTECTION PLAN

THE FOLLOWING TERMS AND CONDITIONS APPLY TO ALL RENTAL PROTECTION PLANS PROVIDED TO CUSTOMERS ("LESSEES") OF LOUDON COUNTY RENTALS AND MINI-STORAGE, INC., A TENNESSEE CORPORATION (ALSO REFERRED TO HEREIN AS "LCR," "LESSOR," "WE," "US" AND "OUR")

You, the "Customer" or "Lessee," are responsible for protecting all items rented to you (hereinafter, "Rented Item(s)") by LCR under the terms of your Rental Contract from any and all loss, theft and damage. Except as provided below, if any Rented Item(s) is/are lost, stolen, or damaged during your rental, you will be responsible to LCR for all costs associated with repairing, restoring and/or replacing such Rented Item(s). You may also be responsible to LCR 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: (a) we make our Optional Rental Protection Plan ("RPP") available; and (b) you (i) accept it (as provided below); and (ii) fully and timely pay to LCR the non refundable RPP Fee reflected in your Rental Contract prior to commencement of your rental, then to the extent set forth below, LCR 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 the Rented Item(s) as well as all other amounts due and coming due under the Rental Contract.**

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

RPP IS NOT INSURANCE. NOR IS IT A WARRANTY. RPP is a *partial* waiver of our claims for *physical damage to or destruction of Q1jly_ 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 RPP has been offered by LCR and you have paid the Non-Refundable RPP 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: (a) LCR will cover 100% of repair or replacement costs up to \$1,000 during the rental term set forth in your Rental Contract (the "Term"); and (b) with respect to any repair or replacement costs exceeding \$1,000 in the aggregate across all Rented Item(s): (i) you will remain liable to LCR for: (i) a "deductible" of \$500 with respect to each Covered Item; and (ii) all Repair/Replacement costs which exceed \$10,000 in the aggregate across all Covered Item(s). The foregoing notwithstanding, RPP will only apply if you: (I) notify LCR in writing of any accident, loss of, or damage to Covered Item(s) within 24 hours thereafter; (II) provide LCR with documentary evidence of the nature and cause(s) of the subject damage; (III) immediately return the subject Covered Item(s) to LCR, unless we elect to forego such return (in our sole discretion); and (IV) 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 LCR thereunder.

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) GPS and telematics systems, 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) any Rented Item(s) with respect to which you do not pay the non-refundable RPP Fee *prior to commencement of your rental* as provided on Page 1 of your Rental Contract for each rental period (unless otherwise agreed in writing by LCR); and (III) any and all loss, damage and/or destruction exceeding \$10,000 in the aggregate across all Covered Items;
- (b) **Deductible:** The "deductible" described above (Note If you fail to promptly pay the deductible, RPP will be void, and you will be responsible for 100% of any damage to Item(s) that would otherwise have been covered by RPP);
- (c) **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, any applicable laws, rules, regulation, spolicy(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, and silica dust compliance), specifications and/or warnings provided by LCR, 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, vandalism, neglect, submerging, 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 LCR, 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);
- (D) **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);
- (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) **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;
- (i) **Transportation:** Damage or loss of or to any Covered Item during transportation;
- (j) **Excessive Wear and Tear:** Wear and tear beyond that considered normal within the industry, as determined by LCR;
- (k) **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 by you or anyone employed or engaged by you, or anyone you permit to use or otherwise deal with any Rented Item(s);
- (l) **Electric Current:** Damage caused by electric current (including without limitation, use of non-utility generated power);
- (m) **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: RPP 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 RPP. YOU MAY DECLINE RPP IF YOU PROVIDE TO LCR PROOF OF THE PROPERTY DAMAGE/ INLAND MARINE INSURANCE REFERENCED IN SECTION 10 OF YOUR RENTAL CONTRACT PRIOR TO COMMENCEMENT OF YOUR RENTAL. NONETHELESS, NO RPP COVERAGE WILL APPLY TO ANY ITEM(S) FOR WHICH YOU DO NOT TIMELY PAY THE APPLICABLE RPP FEE.

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