

Addendum to ECONORENT EQUIPMENT RENTALS, INC. (“Econorent”)

Rental Service Terms

Rental Damage Waiver Terms and Conditions

1. **TERMS.** Customer’s execution of this Addendum (and schedule) or taking possession of the Equipment (whichever occurs first) shall be deemed acceptance of the terms herein for this and all past and future contracts between Econorent and Customer upon Customer’s receipt of Econorent’s Equipment under those contracts. Customer rents the Equipment from Econorent pursuant to this Contract, which is a true lease. The Equipment (a) is and shall remain the personal property of Econorent and (b) shall not be affixed to any other property. Customer shall not pledge or encumber the Equipment in any manner.
2. **PERMITTED USE.** Customer agrees and warrants that (a) Econorent has no control over the manner in which the Equipment is operated during the Rental Period by Customer or any third party that Customer implicitly or explicitly permits, (b) prior to each use and its return to Econorent, Customer shall inspect the Equipment to confirm that the Equipment is in good condition, without defects, readable decals are on the Equipment, and the Equipment is suitable for Customer’s intended use; (c) Customer has access to and reviews the operating and safety instructions and will operate the Equipment in accordance with the manufacturer’s instructions and with applicable safety equipment; (d) any apparent agent at the Site Address is authorized to accept delivery of the Equipment (and if Customer requests, Customer authorizes Econorent to leave the Equipment at the Site Address without requirement of written receipt); (e) Customer shall immediately stop use and notify Econorent if the Equipment is damaged, unsafe, disabled, malfunctioning, warning lights come on, levied upon, threatened with seizure, Lost, or if any Incident occurs; (f) Customer has received from Econorent all information needed or requested regarding the operation of the Equipment; (g) Econorent is not responsible for providing operator or other training unless Customer specifically requests in writing and Econorent agrees to provide such training (Customer being responsible to obtain all training that Customer desires prior to the Equipment’s use); (h) Econorent is not responsible for Customer’s obligation to provide reasonable accommodation(s) to any (disabled) Authorized Individual(s); (i) only Authorized Individuals shall use and operate the Equipment, however Customer is responsible for the Equipment and its use during the Rental Period regardless of the user; (j) the Equipment shall be used and maintained in a careful manner, within the

Equipment's capacity and in compliance with all applicable laws, regulations, as well as all operating and safety instructions provided on, in or with the Equipment and all applicable federal, provincial and local laws, permits and licenses, (k) the Equipment shall be kept in a secure location; and (l) Customer shall provide Econorent with accurate and complete information, which Econorent relies upon to provide the appropriate Equipment to Customer.

- 3. PROHIBITED USE.** Customer shall not (a) alter or cover up any decals or insignia on the Equipment, remove any operating or safety equipment or instructions or alter or tamper with the Equipment; (b) assign its rights under this Contract; (c) move the Equipment from the Site Address without Econorent's written consent; (d) use the Equipment in a negligent, illegal, unauthorized or abusive manner; or (e) publicize use of the Equipment in any manner (including, without limitation, print, audiovisual or electronic); or (f) allow the use of the Equipment by anyone other than Authorized Individuals (Customer acknowledging that the Equipment may be dangerous if used improperly or by untrained parties).

4. MAINTENANCE. Customer shall perform routine maintenance on the Equipment, including routine inspections and maintenance of fuel and oil levels, grease, cooling and fluid systems, batteries, tires/tracks cutting edges, and cleaning in accordance with the manufacturer's specifications, as applicable. All other maintenance or repairs may only be performed by Econorent or its agents, but Econorent has no responsibility during the Rental Period to inspect or perform any maintenance or repairs unless the Customer requests a service call. If Econorent determines that repairs to the Equipment are needed, other than Ordinary Wear and Tear, Customer shall pay the full repair charges, additional fees, if any, and rental of the Equipment until the repairs are completed. If Equipment is stolen or damaged in excess of 40% of the Equipment's FMV, Customer will be responsible for the FMV of the Equipment, including sales tax, as applicable. Econorent has the right to inspect the Equipment wherever located. Customer has the authority to and hereby grants Econorent and its agents the right to enter the physical location of the Equipment for the purposes set forth herein. Econorent shall be responsible for repairs needed because of Ordinary Wear and Tear. Customer agrees that repair or replacement of the Equipment is Customer's exclusive remedy for Econorent's breach of this Section. Notwithstanding Econorent's service commitment, if Customer breaches this Contract, Econorent shall have no obligation to stop the Rental Period, commence repairs or rent other equipment to Customer until Customer or its agent agrees to pay for such charges.

5. CUSTOMER LIABILITY. DURING THE RENTAL PERIOD, CUSTOMER ASSUMES ALL RISK ASSOCIATED WITH THE POSSESSION, CONTROL OR USE OF THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, RENTAL CHARGES, THEFT, LOSSES, DAMAGES AND DESTRUCTION, INCLUDING CUSTOMER TRANSPORTATION, LOADING AND UNLOADING, WHETHER OR NOT THE CUSTOMER IS AT FAULT. After an Incident, Customer shall (a) immediately notify Econorent, the police, if necessary, and Customer's insurance carriers; (b) secure and maintain the

Equipment and the surrounding premises in the condition existing at the time of such Incident, until Econorent or its agents investigate; (c) immediately submit copies of all police or other third party reports to Econorent; and (d) as applicable, pay Econorent, in addition to other sums due herein, the rental rate for Equipment until the repairs are completed or Equipment replaced plus either (i) the FMV or (ii) the full charges of recovery and repairs of damaged Equipment. Accrued rental charges shall not be applied against these amounts. Econorent shall have the immediate right, but not obligation, to reclaim any Equipment involved in any Incident.

6. NO WARRANTIES. ECONORENT DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, ITS DURABILITY, CONDITION, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES ACCEPTANCE OF THE EQUIPMENT ON AN "AS IS, WHERE IS" BASIS, WITH "ALL FAULTS" AND WITHOUT ANY RECOURSE WHATSOEVER AGAINST ECONORENT ENTITIES. CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH THE EQUIPMENT AND RELEASES ECONORENT ENTITIES FROM ALL LIABILITIES AND DAMAGES (INCLUDING LOST PROFITS, PERSONAL INJURY, AND SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) IN ANY WAY CONNECTED WITH THE EQUIPMENT, ITS INSTALLATION, OPERATION OR USE OR ANY DEFECT OR FAILURE THEREOF, A BREACH OF ECONORENT'S OBLIGATIONS HEREIN OR ERRORS OR INACCURACIES IN INFORMATION OBTAINED FROM CUSTOMER OR THIRD PARTIES, UPON WHICH ECONORENT RELIES; PROVIDED HOWEVER, IF CUSTOMER IS A CONSUMER UNDER APPLICABLE LAW, THEN NO CONSEQUENTIAL DAMAGES LIMITATION OF INJURIES TO PERSONS SHALL APPLY.

7. RELEASE AND INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER INDEMNIFIES, RELEASES, HOLDS ECONORENT ENTITIES HARMLESS AND AT ECONORENT'S REQUEST, DEFENDS ECONORENT ENTITIES (WITH COUNSEL APPROVED BY ECONORENT), FROM AND AGAINST ALL LIABILITIES, CLAIMS, LOSSES, DAMAGES, AND EXPENSES (INCLUDING ATTORNEY'S AND/OR LEGAL FEES AND EXPENSES) HOWEVER ARISING OR INCURRED, RELATED TO ANY INCIDENT, DAMAGE TO PROPERTY, INJURY OR DEATH OF ANY PERSON, CONTAMINATION OR ALLEGED CONTAMINATION, OR VIOLATION OF LAW OR REGULATION CAUSED BY OR CONNECTED WITH THE (a) ACCESS, USE, POSSESSION OR CONTROL OF THE EQUIPMENT BY CUSTOMER OR ANY THIRD PARTY THAT CUSTOMER IMPLICITLY OR EXPLICITLY PERMITS TO ACCESS, USE, POSSESS OR CONTROL THE EQUIPMENT DURING THE RENTAL PERIOD OR (b) BREACH OF THIS CONTRACT, WHETHER OR NOT CAUSED IN PART BY THE ACTIVE OR PASSIVE NEGLIGENCE OR OTHER FAULT OF ANY PARTY INDEMNIFIED HEREIN AND ANY OF THE FOREGOING ARISING OR IMPOSED IN ACCORDANCE WITH THE DOCTRINE OF STRICT OR ABSOLUTE LIABILITY. CUSTOMER ALSO AGREES TO WAIVE ITS WORKERS' COMPENSATION IMMUNITY, TO THE EXTENT APPLICABLE. CUSTOMER'S INDEMNITY OBLIGATIONS

SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS CONTRACT. All of Customer's indemnification obligations under this paragraph shall be joint and several.

8.RENTAL DAMAGE WAIVER. Customer's repair or replacement responsibility in Sections 5 and 6 of this Contract is modified by the RDW, if offered on the Equipment, and Econorent shall limit the amount Econorent collects from Customer for the Equipment loss, damage or destruction to one thousand five hundred (\$1,500) dollars. The RDW is **NOT INSURANCE** but waives the Insurance Coverage Obligations set out in section 22 of the rental service terms and does **NOT** protect Customer from liability to Econorent or others arising out of possession, control or use of the Equipment, including injury or damage to persons or property. All the following "Conditions" must be satisfied for the RDW to apply: (i) Customer accepts the RDW in advance of the rental; (ii) Customer pays fifteen (15%) of the gross rental charges as the fee for the RDW (plus applicable taxes); (iii) Customer fully complies with the terms of this Contract; (iv) Customer's account is current at the time of the loss, theft, damage or destruction of the Equipment; and (v) none of the Exclusions apply. Customer assumes the Exclusion risks, meaning that if any Exclusion occurs, the RDW does NOT reduce the liability of Customer to Econorent for the loss, theft, damage or destruction resulting from such Exclusion. "Exclusions" shall mean loss, theft, damage or destruction of the Equipment: (A) due to intentional misuse; (B) caused by Lost Equipment not reported by Customer to the police within 48 hours of discovery, and substantiated by a written police report (promptly delivered to Econorent); (C) due to floods, water level changes, wind, storms, earthquakes or Acts of God; (D) accessories or Equipment for which Customer is not charged the RDW fee (E) use of equipment in water (F) Any biological or chemical material (G) Governmental Action including seizure, destruction, demolition, expropriation, condemnation, confiscation or nationalization of property by, on behalf of, or at the direction of any governmental authority, (H) Nuclear Hazard (I) War and Military Action, (J) Blowouts, punctures, or other road or field damage to tires unless such loss or damage is caused directly by physical damage not otherwise excluded. This exclusion does not apply to such loss or damage resulting from the total theft of Covered Property, (K) Delay, loss of use, loss of market or consequential loss of any nature, (L) Dishonest or criminal acts committed by the Customer or any of their representatives and/or contractors, (M) The discharge, seepage, migration, dispersal, release or escape of pollutants (N) The weight of a load exceeding the registered lifting capacity of any Covered Property (O) Unexplained loss or damage, mysterious disappearance, (P) Failure to properly service and maintain the Covered Property while in the Customer's possession including failing to provide lubrication or follow the guidelines as set forth in any manufacturer's manuals, (Q) Mechanical breakdown or failure, (R) The ingestion or drawing in of any foreign object, rocks, dirt, trash or any other material that causes damage to the Covered Property. **THE EXCLUSIONS, AS DISCLOSED IN SECTION 10, REMAIN THE LIABILITY OF CUSTOMER AND ARE NOT MODIFIED BY THE RDW. THE RDW IS REFLECTED ON THIS CONTRACT AS PART OF THE CUSTOMER'S ESTIMATED CHARGES UNLESS CUSTOMER HAS ELECTED TO DECLINE RDW IN WRITING, FAILS TO PAY THE RDW FEE OR MADE OTHER**

CONTRACTUAL ARRANGEMENTS WITH ECONORENT. Notwithstanding anything to the contrary in this Contract, if Lost Equipment is later recovered, Econorent retains ownership of the Equipment regardless of any payments made by Customer or Customer's insurance company with respect to such Equipment, all of which payments are non-refundable. Customer agrees to promptly return any Equipment that is recovered. Econorent shall be subrogated to Customer's rights to recover against any person or entity relating to any loss, theft, damage or destruction to the Equipment. Customer shall cooperate with, assign Econorent all claims and proceeds arising from such loss, theft, damage or destruction, execute and deliver to Econorent whatever documents are required and take all other necessary steps to secure in Econorent such rights, at Customer's expense.

- 9. EQUIPMENT INSPECTION.** It is the Customer's responsibility to fully inspect the Equipment at the time of pick up or delivery and to note any damages to Econorent. Econorent will subsequently note any damages in a Customer Damage Report (CDR) which will be provided to the Customer along with photographs for their records. The Customer is responsible for any damages not noted in the CDR upon return of the equipment and inspection by Econorent.

10. EXCLUSIONS.

- I. Econorent is not liable for loss or damage caused directly or indirectly by or resulting from any of the following:
Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.
 - a. Biological or Chemical Materials. The actual or threatened discharge, dispersal, seepage, migration, release, escape or application of any pathogenic or poisonous biological or chemical material.
 - b. Governmental Action. Seizure, destruction, demolition, expropriation, condemnation, confiscation or nationalization of property by, on behalf of, or at the direction of any governmental authority. However, this exclusion does not apply to seizure or acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread.
 - c. Nuclear Hazard. Nuclear reaction or radiation, or radioactive contamination, however caused. However, if nuclear reaction or radiation, or radioactive contamination results in a fire, we will pay for that portion of the loss or damage which was solely caused by that fire.
 - d. War and Military Action **i.** War (whether declared or undeclared); **ii.** Civil war or warlike action by a military force; or **iii.** Insurrection, rebellion, revolution, military or usurped power by governmental or military personnel.
- II. Econorent will not be liable for loss or damage caused by or resulting from any of the following.

- a. Blowouts, punctures, or other road or field damage to tires unless such loss or damage is caused directly by physical damage not otherwise excluded. This exclusion does not apply to such loss or damage resulting from the total theft of Covered Property.
 - b. Delay, loss of use, loss of market or consequential loss of any nature.
 - c. Dishonest or criminal acts committed by: **i.** You, any of your partners, officers, directors, trustees, authorized representatives or **employees**; **ii.** A manager or member if you are a limited liability company; **iii** Anyone else with an interest in the property or their **employees** or authorized representatives; or **iv** Anyone to whom you release or entrust the Covered Property, including their employees or authorized representatives, for any purpose, whether acting alone or in collusion with each other or with any other party. This exclusion applies to theft by your **employees**, but does not apply to acts of destruction by your **employees**. This exclusion applies whether or not an act occurs during your normal hours of operation. This exclusion does not apply to **authorized users**, nor to carriers or other bailees for hire.
 - d. The discharge, seepage, migration, dispersal, release or escape of **pollutants**. This exclusion applies unless the discharge, seepage, migration, dispersal, release or escape of **pollutants** is itself caused by a **specified peril**. However, if the discharge, seepage, migration, dispersal, release or escape of **pollutants** results in a **specified peril**, we will pay for that portion of the loss or damage solely caused by such **specified peril**.
 - e. The weight of a load exceeding the registered lifting capacity of any machine.
 - f. Unexplained loss or damage, mysterious disappearance, or shortage disclosed upon taking inventory or in the course of an audit.
- III. Econorent will not be liable for loss or damage caused by or resulting from any of the following. But if the excluded cause of loss listed below in this subsection results in a Covered Cause of Loss, we will pay for that portion of the loss or damage solely caused by such Covered Cause of Loss.
- a. Artificially generated electric current, including electric arcing, that disturbs electrical devices, appliances or wires. This exclusion does not apply to loss or damage caused by lightning.
 - b. Failure to properly service and maintain the Covered Property while in your or an **authorized user's** possession including failing to provide lubrication or follow the guidelines as set forth in any manufacturer's manuals.
 - c. Mechanical breakdown or failure.
 - d. Processing or work upon the property.
 - e. The ingestion or the drawing in of any foreign object, rocks, dirt, trash or any other material that causes damage to the Covered Property.
 - f. Usage of the Covered Property in a manner inconsistent with its intended purpose or design.
 - g. Wear and tear, gradual deterioration, dampness of atmosphere, inherent vice, freezing or extremes of temperature, corrosion, rust or structural defect.

II. Schedule "A" attached here to form part of this Agreement.

Customer Name: _____

Date: _____

Customer Signature: _____

Schedule “A”

Rental Damage Waiver Definitions

DEFINITIONS.

Authorized Individual/user. Means the rentee and any other authorized user of the Covered Property as indicated in the rental agreement prior to loss. Notwithstanding such authorization, the Customer remains solely liable for all acts or omissions of such individuals.

Contract. Means the Rental Service Terms, this Addendum, any other related rental documents, invoices, and schedules agreed to by the parties, including all terms and conditions contained therein, which together constitute the entire agreement between Econorent and Customer.

Covered Property. Means the Equipment that is subject to a Rental Damage Waiver ("RDW"), for which the Customer has paid the applicable RDW fee, and which is not excluded under any of the Exclusions specified in the Contract.

Customer. Means the Rentee, individual or legal entity identified in this Contract as the renter of the Equipment, including any agents, employees, contractors, or other representatives acting on behalf of such party, who accepts and is bound by the terms and conditions set forth herein by executing this Contract or by taking possession of the Equipment, whichever occurs first.

Econorent. Means Econorent Equipment Rentals, Inc., an equipment rental provider and party to this Contract, including its officers, directors, employees, affiliates, agents, successors and assigns.

Equipment. Means any machinery, tools, vehicles, attachments, parts, accessories, or other tangible items, together with all decals, safety instructions, and other materials, provided by Econorent to the Customer under this Contract for temporary use and subject to the terms herein.

Exclusions. Means those specific causes, conditions, or events for which Econorent shall not be liable under the Rental Damage Waiver or any related insurance policy, and for which the Customer remains fully responsible.

Fair Market Value. Means the estimated reasonable value of the Equipment as determined by Econorent at the time of loss, theft, damage, or destruction, based on age, condition, industry-standard valuation methods, and replacement cost.

Incident. Means any event resulting in damage to, destruction of, loss of, malfunction of, seizure of, or interference with the Equipment, or any event resulting in injury or death to any person or damage to any property, arising out of or connected with the possession, operation, or control of the Equipment during the Rental Period.

Lost Equipment. Means any event resulting in damage to, destruction of, loss of, malfunction of, seizure of, or interference with the Equipment, or any event resulting in injury or death to any person or damage to any property, arising out of or connected with the possession, operation, or control of the Equipment during the Rental Period.

Occurrence Basis. Means insurance coverage triggered by incidents that take place during the policy period, regardless of when the claim is made or reported.

Ordinary Wear and Tear. Means the gradual deterioration of the Equipment resulting solely from proper and intended use in accordance with manufacturer specifications and all applicable laws and instructions, and which does not include damage due to misuse, neglect, abuse, improper maintenance, or exposure to harmful conditions.

Pollutant. means any solid, liquid, gaseous or thermal irritant or contaminant, including acids, alkalis, chemicals, fumes, smoke, soot, vapor, and waste. Waste includes materials to be recycled, reclaimed, or reconditioned.

Specified peril. means fire; lightning; explosion; wind; hail; smoke; riot or civil commotion; vandalism; theft; leakage from fire extinguishing equipment; aircraft or vehicles and objects thrown up by vehicles; falling objects; weight of snow, ice or sleet; **sinkhole collapse**; **water damage**; collision, upset or overturn of Covered Property; or accident to the vehicle while carrying Covered Property.

Rental Period. means the period for which the Covered Property is rented as indicated in the signed rental agreement.

Rentee. means the person or organization named in the rental agreement that rents the Covered Property from you.

Water Damage. The discharge or leakage of domestic or process water or steam from: i. Water pipes and any other apparatus meant to carry or distribute water including, but not limited to, hoses and tubes and fire protection sprinkler system piping; Appliances; or Mechanical systems; or the overflow, discharge or leakage of water from bathroom, kitchen and laundry fixtures and faucets; within a building.