



- Heavy Equipment Rentals, LLC
- Heavy Equipment Sales, LLC
- Eagle Rents and Supply, LLC
- All American Rentals, LLC

Date ____/____/____

Customer Name: _____

EQUIPMENT PROTECTION PLAN "EPP" for Rentals and/or Leases

Lessor requires, as a condition of rental or lease of equipment, that all Customers provide us with satisfactory protection against physical damage to or loss of equipment rented from us. Proof of protection may be provided to Lessor by having your insurance company issue us a certificate of insurance showing coverage with sufficient limits (in our sole determination) to cover your equipment rental needs. Minimum coverage required is \$250,000 per occurrence on Rented or Leased Equipment. Alternatively, our Customers may provide the necessary damage protection by purchasing a "EPP" plan for a fee of 12.5% of the gross rental amount, which offers you the advantage of paying for the protection only on each individual rental.

EPP is not insurance By customer accepting the EPP and with immediate notification in the event of an accident and the prompt submission of applicable police reports, Lessor and Customer agree that Lessor will waive certain claims (eg. Fire, flood, wind and earthquake) against Customer for direct physical damage to the equipment while in use by the Customer. Notwithstanding the foregoing the following conditions are not covered under the EPP:

- a. Any item of equipment or part thereof which is not returned for whatever reason, including theft;
- b. Damage resulting from improper use, failure to secure during transportation, overloading or exceeding the rated capacity of the equipment;
- c. Damage to motors or other electrical appliances or devices caused by artificial current;
- d. Damage to tires, tubes and wheels caused by blowout, bruises, cuts and other causes inherent in the use of the equipment;
- e. Damage as a result of vandalism or malicious mischief or intentional abuse;
- f. Damage resulting from misuse, abuse, failure to maintain, cleanliness, proper oil, fuel, hydraulic, coolant or pressure levels, lack of lubrication or other normal servicing of equipment;
- g. All damage resulting from overturning;
- h. All damage resulting from use of the equipment in violation of any provision of this rental agreement, violation of any law, ordinance or regulation.

IN THE EVENT THAT YOU CHOOSE TO SECURE YOUR OWN PROTECTION THROUGH YOUR INSURANCE COMPANY, Lessor requires that a certificate of insurance be given to us providing all risk coverage to the full replacement value for equipment rented from others naming Lessor as Additional Insured and Loss Payee with respect to Equipment Rented from Lessor. You will be charged for EPP until the actual certificate is received by Lessor. In the event Lessor does not receive a certificate of insurance and you are not paying our EPP, please be advised that you are fully liable and responsible for any and all loss or damage to Lessor's equipment while rented or leased to you. We reserve the right to change the percentage fee or amount of deductible at any time.

Please initial the appropriate box:

I agree to accept this Equipment Protection Plan on all future contracts, through LESSOR.

I certify that I have insurance to cover rental equipment and I will promptly forward a certificate of insurance to you. I understand that I am responsible for any loss or damage resulting to Lessor's equipment while rented or leased by me. I also understand that any losses to the equipment are based on actual replacement cost of the equipment at the time of the loss and that I am also responsible for any difference between the replacement cost and the amount that my insurance company offers to pay Lessor. I agree to pay to Lessor under their normal terms regardless of the settlement time by my insurance company.

INSURANCE COMPANY NAME	
AGENT	PHONE
ADDRESS	
POLICY NO.	EXPIRATION DATE