

Rental Protection Plan Guide Highlights

- Rental Protection Plan is 16% of the Rental Rate.
- By accepting Rental Protection Plan ("RPP"), Yancey Bros. Co. ("Yancey") will limit the rental equipment ("Equipment") repair or replacement cost to lessor of:
 - 10% of replacement value of the Equipment;
 - 10% of the cost of repairs to the Equipment; or
 - \$500 plus state and local taxes.

Example of RPP Savings

A \$110,000 Dozer was damaged from a lightning strike.

	With RPP	Without RPP
Rental of the Loader	\$5,000	\$5,000
Cost of RPP	\$800	-
Repair Cost	\$7,000	\$7,000
Customer Share of Repair	\$500	-
Total Customer Cost	\$6,300	\$12,000
Savings by Using RPP	\$5,700	-

RPP Details

1. Customer's General Responsibilities.

Customer agrees to abide by terms and conditions of the Yancey' Standard Rental Terms and Conditions ("Agreement"). Customer must accept RPP prior to the start of the rental term. All theft, loss of, or damage to the Equipment ("Loss Event") will be the Customer's responsibility when a Customer's Share of Repair is lesser of 10% of replacement value of the Equipment, 10% of the cost of repairs, or \$500 plus state and local taxes. All Equipment will be valued under this Agreement, at fair market value of the Equipment at the time of the Loss Event. Customer is required to report the Loss Event to Yancey as soon as possible after the event occurs, report the Loss Event to the police within 5 calendar days of the Loss Event, complete a RPP incident report within 3 calendar days of the Loss Event, and be current with all rental payments and fees for RPP to apply.



2. Limiting the Customer's Liability. THE RPP IS NOT INSURANCE. IT IS CONTRACTUAL LIMITATION OF LIABILITY THAT YANCEY OFFERS YOU TO LIMIT YOUR LIABILITY TO YANCEY FOR EQUIPMENT THAT SUFFERED

3. **Exclusions.** Customer's responsibility for a Loss Event will not be limited to the extent caused by or related to:

- An Authorized Operator's gross negligence or intentional acts;
- Use of Equipment not in accordance with the Agreement or by a non-authorized operator;
- Failure to perform routine inspection and maintenance;
- Failure to notify Yancey of usage in excess of Single Shift Use (defined in the Agreement) or to provide Yancey with the Equipment for inspection or maintenance;
- Failure to secure the Equipment, including leaving the keys in the Equipment while not in operation;
- Collision with overhead objects;
- Overloading boom arm or collision while boom arm is in motion; Exposure to corrosive materials;
- Exposure to fire, flames, sparks, hot debris, or other sources of heat;
- Submersion, full or partial, in water or unstable soil; or
- Cross-contamination of fluids.

4. **RPP is Optional.** RPP is optional, and you may decline RPP. If you do not accept RPP, you will be responsible for all damages, repairs, and/or replacements to the Equipment for its full replacement value. You must maintain insurance coverage required by the Agreement and are required to provide Yancey with a Certificate of Insurance showing that coverage.

5. **Recovery of Equipment.** If lost or stolen equipment is later recovered, Yancey retains ownership of the Equipment regardless of any payments made by you or your insurance company with respect to such Equipment. Any payments made to Yancey are non-refundable. You agree to promptly return any Equipment that is recovered.

6. **Subrogation.** You will subrogate your rights to Yancey to recover against any third person or entity relating to the Loss Event. You agree to cooperate with Yancey by assigning all claims and proceeds arising from the Loss Event to Yancey, deliver or execute any documents necessary to Yancey, and take all other actions deemed necessary by Yancey related to the Loss Event