

LIMITED EQUIPMENT DAMAGE WAIVER

Explanation of Coverage

- 1) CUSTOMER'S GENERAL RESPONSIBILITY:**
By entering into an ECCO Equipment Corporation Rental Agreement, Customer acknowledges receipt, understanding and responsibilities as stated in the Terms and Conditions for Operated and Maintained and Bare Rental Agreements. You have agreed to be responsible for any loss or damage to the equipment and its return in the same condition which it was received, except for normal wear and tear. This responsibility is limited to the insured value at the time it is lost or damaged, including but not limited to ECCO's expenses, such as loss of use, appraisal fees or recovery costs. If you are deemed responsible for the damages, the Equipment may be repaired either by ECCO or a repair facility of ECCO's choosing. The cost of labor and parts of such repairs will be at the prevailing shop rate in effect at the time of the repair. In the event that an outside source is used, then that cost will be applied to the repair billing.

Subrogation: In the event of any loss or damage to the equipment, ECCO will subrogate with respect to any right of the customer to recover against any person, firm, corporation or other entity. Customer will execute and deliver whatever instruments and/or papers are required and do whatever else necessary to secure such rights. Customer will cooperate fully with ECCO and/or its insured(s) in the prosecution of those rights and will neither take nor permit nor suffer any action that may prejudice ECCO's rights with respect thereto.

- 2) FIRE, THEFT & VANDALISM:**
All customers renting equipment from ECCO Equipment Corporation are required to maintain blanket contractor's equipment coverage for all risk of physical loss in an amount equal to the insured value of the rented equipment. Any customer not providing proof of physical damage insurance will be charged 10% of the gross equipment rental amount for ECCO's Limited Equipment Damage Waiver Plan. This plan is not insurance; however, it will provide limited protection against accidental loss or damage to rented equipment owned by ECCO Equipment Corporation. A damage waiver fee will be charged from the date of delivery of the equipment until proof of insurance is provided in the form of a certificate of insurance and cannot be credited retroactively. In the event of a

covered occurrence (defined below), Customer is responsible for the resulting loss up to \$2500 or 10% of the loss, whichever is greater, per occurrence for each separate piece of equipment rented.

COVERED OCCURRENCES:

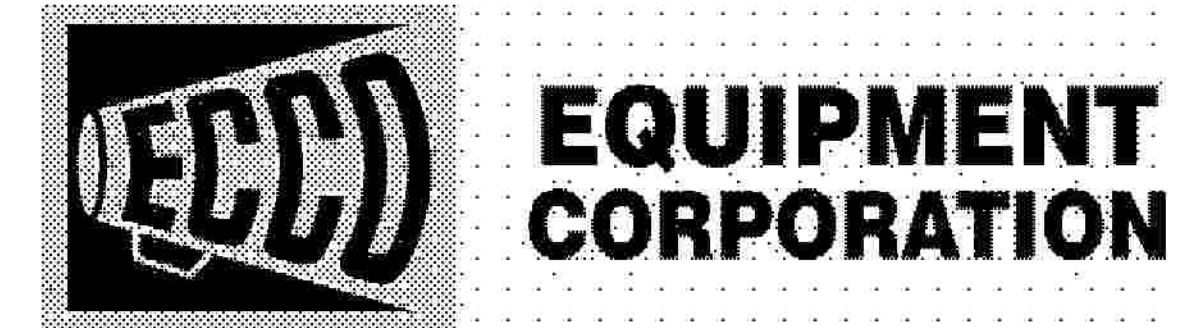
The following are considered covered occurrences:

- a) Theft of equipment from Customer provided reasonable precautions were taken to protect and secure the rented equipment, and a police report was filed.
- b) Damage to equipment caused by vandalism provided a police report was filed.
- c) Damage or loss of equipment caused by natural disasters such as floods, earthquakes, fires, or other natural disasters.
- d) Damage caused by the improper use or negligence of ECCO Equipment Corporation's operators.

EXCLUSIONS FROM COVERAGE:

- a) Damage to equipment caused by improper use, exceeding or overloading the rated capacity of the equipment.
- b) Damage resulting from failure to maintain proper oil, fuel, hydraulic, coolant or pressure levels, lack of lubrication or other normal recommended servicing of the equipment.
- c) Damage to tires caused by blowouts, bruises, cuts, punctures, road hazard or other jobsite causes inherent in the use of the equipment.
- d) Loss or damage caused by use or possession of the equipment in violation of any terms of the rental agreement or any illegal act.
- e) Loss or damage caused by intentional abuse, malicious mischief, negligence in the use of operation of the equipment or in a reckless or abusive manner, or intentional damage to equipment by the customer or with the customer's permission.
- f) Loss or damage to equipment as a result of working in water.
- g) Damage to equipment licensed for highway or public roadway use or equipment obtained from other companies and rented to the customer.

- h) Theft of accessories such as hoses, cutting edges, tires, electric cords, tools, emission control devices, and other similar items.



Santa Ana, CA
1417 N. Susan Street
714-554-4851

Visalia, CA
30243 Kelsey Road
559-651-0116

Riverside, CA
2195 Van Dell Road
951-276-9026

Las Vegas, NV
4053 Las Vegas Blvd North
702-877-4302

Phoenix, AZ
1718 W. Broadway Road
602-276-2040

Lindon, UT
1108 W. 200 South
801-796-7378

Boise, ID
208-573-3311