

BENEFITS OF COVERAGE

While Rental Protection Plan coverage is required for customers who do not have existing rental insurance policies, it is a value-added option for customers who do. Here's why:

- Because RPP is separate from your own equipment coverage; claims will not affect your property and casualty premiums.
- The straightforward All Risk Coverage makes for hassle-free claims.
- RPP stays in effect as long as the equipment is rented.

HOW TO SIGN UP

Let your Texas First Rentals™ Representative know you would like to take advantage of Rental Protection Plan. We'll take care of the rest!



WE HAVE YOU COVERED

Texas First Rentals has it all, from the biggest machines to the smallest tools. We're committed to supporting you and your project to get the job done right.

Whether it's superior customer service, quality equipment delivered on time, or prompt attention to repairs or replacements—Texas First Rentals has you covered.

**Have questions about
Texas First Rentals or
Rental Protection Plan?
Contact us.**

844.TxFIRST
(844.893.4778)
TexasFirstRentals.com



Texas First Rentals™

Aerial, Dirt, Power & Whatever It Takes.

***If equipment is damaged while on rent, contact your Texas First Rentals™ Representative immediately. Failure to report serious damage could invalidate the RPP agreement.**



RENTAL PROTECTION PLAN

844.TxFIRST
(844.893.4778)

TexasFirstRentals.com

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Texas  First

 **Rental
STORE**



FINANCIAL PROTECTION PLANS FOR YOUR RENTAL PROJECTS

Rental Protection Plan (RPP) is a simple, affordable and smart way to protect yourself from the unforeseen. Texas First Rentals™ offers a comprehensive program to provide you with added protection for the most common problems.

RPP COVERS:

- » Ordinary accidental damage to Texas First Rentals equipment (excludes excessive abuse of the equipment)
- » Theft of Texas First Rentals equipment

RPP DOES NOT COVER:

- » Damage due to negligence in the use of or securing of the equipment
- » Glass
- » Tracks and all wear items
- » Damage to tires - Damage to tires and tubes caused by blow outs, bruises, cuts, punctures, or other causes inherent in the use of the equipment
- » Damage to equipment resulting from excessive abuse

Customer is responsible for the care and safekeeping of the rental equipment from the time of delivery until retrieval by the Company. Customer agrees that it will use its best efforts to protect the equipment from loss, theft, or damage at all times during the rental period, and until the equipment is retrieved and in the Company's possession.

EXAMPLE: A \$50,000 242D SKID STEER IS STOLEN FROM A CONSTRUCTION SITE

	With RPP	Without RPP
Rental of 242D Skid Steer	\$ 400	\$ 400
Cost of RPP	\$ 60	\$ 0
Initial Out-of-Pocket	\$ 460	\$ 400
Cost to Replace 242D Skid Steer	\$50,000	\$50,000
Customer's Out-of-Pocket Cost	\$ 500*	\$ 0
RPP Benefit	\$ (49,500)	\$ 0
Total Cost to Customer	\$ 960	\$50,400

SAVE \$ 49,440

**Per machine*

***Per incident**

**Plus applicable state and local taxes.*

The Rental Protection Plan does not apply in situations involving damage that may be a result of excessive abuse - for end user only.

Range of Customer Cost	
Value of Asset	Customer Out-of-Pocket Costs
\$ 0 – \$60,000	\$500
\$60,000 – \$100,000	\$1,500
\$100,000 plus	\$2,500

RPP Terms + Conditions

1. CUSTOMER'S GENERAL RESPONSIBILITY

Under the Texas First Rentals™, LLC (hereinafter TFR) Rental Agreement, the Customer renting the Equipment is responsible to TFR for all loss of or damage to the Equipment and for its return to a TFR location in the same condition it was received, except for ordinary wear. Such responsibility is limited to the full value of the Equipment at the time it is lost or damaged, plus an administrative fee and TFRs' related expenses, such as, loss of use, appraisal fees or recovery cost. Cost of labor for repairs will be either the TFR repair facility's posted labor rate or the cost charged to TFR by a third party repairer. Cost of parts for repairs will be either the TFR repair facility's current retail price or the cost charged to TFR by a third party repairer. If the Equipment is repaired by a third party vendor TFR shall charge an administrative charge of 10% of the total repair costs, not to exceed \$500. The fee for loss of use shall be the lesser of the basic rental rate multiplied by the time taken to complete the repairs or replace the Equipment, and twice the basic rental rate for a four week rental term.

2. RENTAL PROTECTION PLAN

"Rental Protection Plan" ("RPP") is not insurance; it is an option that TFR offers You to limit Your liability for loss or damage to the Equipment You have rented from TFR. The benefit from this RPP is limited by the customer's out-of-pocket cost shown in subparagraph (a) and excludes the specific conditions or events shown in subparagraph (b).

(a) If You comply with this Agreement, the rental, and if TFR in its discretion has offered to You, and You have accepted, RPP, then TFR agrees to waive, to the extent specified in this paragraph, Your financial responsibility for loss of or damage to the Equipment to the extent that it exceeds the customer's out-of-pocket cost.

You are responsible under this Agreement for the loss of or damage to the Equipment up to the amount of the "customer's out-of-pocket cost" for RPP. This may change if you extend or shorten the duration of your rental or if you add equipment to the rental. You can only accept RPP at or prior to the beginning of the Rental Term. NOT WITHSTANDING ANY NOTATION ON THE RENTAL AGREEMENT, RPP IS NOT OFFERED ON OR AVAILABLE FOR THE RENTAL OF AN ON ROAD MOTOR VEHICLE.

(b) NOTWITHSTANDING YOUR ACCEPTANCE OF RPP, YOUR RESPONSIBILITY FOR LOSS OR DAMAGE WILL NOT BE LIMITED BY SUBPARAGRAPH (a) TO THE EXTENT SUCH LOSS OR DAMAGE RESULTS FROM AN OPERATOR'S NEGLIGENCE OR FROM:

- (i) striking an overhead object with the Equipment;
- (ii) vandalism, malicious mischief, theft or conversion of the Equipment, unless an operator authorized by Customer promptly files with the applicable public authorities (and promptly provides to TFR) a formal written theft, vandalism or conversion report;
- (iii) leaving keys, if any, in the Equipment while that Equipment is not locked or otherwise secured, regardless of whether or not a report was filed;
- (iv) exposure to corrosive materials;
- (v) overloading of a boom, exceeding rated capacity of equipment;
- (vi) damage due to Acts of God, such as floods, wind, storms or earthquakes;
- (vii) fluid contamination;
- (viii) equipment submersion and the costs associated with recovery/extrication of unit;
- (ix) loss of use;
- (x) damage to tires and tubes;
- (xi) your failure to perform any of Your obligations under this agreement.

(c) In the event of loss or damage to the Equipment, you are required to cooperate with TFR investigation of any incident involving the Equipment and complete an RPP Incident Report.

(d) RPP IS OPTIONAL, AND YOU NEED NOT ACCEPT IT IF TEXAS FIRST RENTALS OFFERS IT TO YOU. HOWEVER, TO THE EXTENT TEXAS FIRST RENTALS DOES NOT OFFER RPP TO YOU, OR YOU DO NOT ACCEPT RPP, YOU MUST MAINTAIN THE INSURANCE COVERAGE REQUIRED BY THE RENTAL AGREEMENT. Customer agrees and understands that RPP is not traditional insurance and is a limited damage waiver with certain terms and conditions. If you elect to maintain insurance coverage, and the certificate of insurance you provide to TFR to evidence your insurance coverage expires or is unacceptable to TFR, you agree TFR may charge RPP for your rentals until such time as you provide an acceptable and valid certificate of insurance.

(e) Recovery of Equipment. Notwithstanding anything to the contrary in this Agreement, if lost or stolen Equipment is later recovered and TFR in its sole determination found such theft or loss to be covered by RPP and Customer pays to TFR the Customer Out of Pocket Cost, then TFR retains ownership of the Equipment regardless of any payments made by You or Your insurance company with respect to such Equipment, all of which payments are non-refundable. You agree to promptly return any Equipment that is recovered.

(f) Subrogation. TFR shall be subrogated to Your rights to recover against any person or entity relating to any loss, theft, damage or destruction to the Equipment unless RPP was determined to not apply to such loss and Customer or Customer's insurance carrier(s) pays TFR the Replacement Cost of the Equipment. In the event that the loss is determined to be covered by RPP and Customer pays to TFR its appropriate Customer Out of Pocket Cost, then Customer hereby agrees to cooperate with, assign TFR all claims and proceeds arising from such loss, theft, damage or destruction, to execute and deliver to TFR whatever documents are required and take all other necessary steps to secure in TFR such rights.



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