



**RENTAL EQUIPMENT PROTECTION (REP)**

Exciting news! Elite Equipment & Services LLC ("EES") now offers Rental Equipment Protection ("REP") for an additional fee to replace the damage waiver.

REP is mandatory if you do not provide a Certificate of Insurance covering the full replacement value of the equipment you rent from EES naming EES as additional insured regarding rented and leased equipment.

REP is optional if you provide a Certificate of Insurance covering the full replacement value of the equipment you rent from EES naming EES as additional insured regarding rented and leased equipment.

If you decline REP then you will be responsible for the direct physical loss, including damages, repairs and/or replacement, to the Equipment as described in your rental agreement up to the full replacement cost of the Equipment ("Loss").

If you accept REP, then EES will waive certain claims against you for a Loss ("Claims"). Common Claims that are waived under REP include Claims resulting from accidental damage, collision, criminal acts, earthquake, falling objects, fire, flood, hail, ingestion, overturns, theft, tornado, vandalism, weight of load, and wind.

This waiver of Claims is not effective if the Equipment and/or the Loss is excluded from REP as described below.

**Excluded Losses:** REP EXCLUDES LOSSES RESULTING FROM THE FOLLOWING: contamination or deterioration, civil authority (seizure, confiscation, destruction or quarantine); nuclear hazard; criminal, fraudulent, dishonest or illegal acts; loss of use; mechanical breakdown; missing property; pollutants, temperature/humidity; voluntary parting; wear and tear; failure to follow the procedure to report a Loss.

**Amount of Waiver:** The REP deductible for damage to rented equipment is \$1,000 for Equipment valued at less than \$25,000, and \$2,500 for Equipment valued at \$25,000 or more.

**Maximum Waiver of Claim:** \$500,000 per occurrence.

**Cost of REP:** The fee for REP is 15% of the rental charged by EES. EES's waiver of Claims against you is contingent upon your payment in full of all REP Charges that have been billed to you as of the date of the Loss.

**Procedure to Report a Loss:** EES's waiver of its Claim is contingent upon your compliance with the following procedure in the event of a Loss.

**Notice:** You must provide with prompt notice of the Loss but in any case, no less than forty-eight (48) hours of the Loss;

**Protection of Property:** You must take all reasonable steps to protect the Equipment to avoid further Loss.

**Proof of Loss:** You must send EES, sworn proof of Loss that includes the time, place and circumstances of the Loss and other information reasonably requested by EES regarding the Loss; within seven (7) days of claim and in the case that additional information is requested, within seven (7) days of EES's request for additional information.

**Examination:** If requested by EES you must submit to examination under oath and/or provide a written statement under penalty of perjury regarding matters connected with the loss.

**Records:** If requested by EES you must produce records connected with the loss.

**Damaged Equipment:** If requested by EES, you must take pictures and/or exhibit the damaged Equipment and allow EES to inspect and/or take samples.

**Return Equipment:** If requested by EES, you must return the Equipment to EES if it is in your care, custody or control.

**Cooperation:** You must cooperate with EES in performing all acts reasonably requested by EES in connection with the loss.

I have read and understand this REP and acknowledge the automatic 15% charge on rentals for which REP is applicable and wish to:

\_\_\_\_\_DECLINE the REP option. You must provide Certificate of Insurance covering the full replacement value of the equipment you rent from EES naming EES as additional insured regarding rented and leased equipment.

\_\_\_\_\_ACCEPT the REP option and will advise any change in status.

Company Name: \_\_\_\_\_ Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_ Acct#: \_\_\_\_\_ Signed: \_\_\_\_\_