

THE FOLLOWING TERMS AND CONDITIONS APPLY TO ALL DAMAGE WAIVERS PROVIDED TO CUSTOMERS ("LESSEES") OF COMMERCIAL LAWN EQUIPMENT, INC. (HEREINAFTER, "CLE," "WE," "US" AND "OUR")

You, the "Customer" or "Lessee," are responsible for protecting all items rented to you (hereinafter, "Rented item(s)") by CLE under the terms of your Rental Contract from any and all loss, theft, damage, and destruction. Except as provided below, if any Rented Item(s) is/are lost, stolen, damaged or destroyed during your rental, you will be responsible to CLE for all costs associated with repairing, restoring and/or replacing such Rented Item(s). You may also be responsible to CLE for additional charges during the period required to repair, restore or replace any Rented Item(s) which is/are lost, damaged or destroyed, and/or the loss in value of such Rented Item(s). If: (a) we make our Optional Damage Waiver available, and (b) you (i) accept it (as provided below), and (ii) fully and timely pay to CLE the non-refundable Damage Waiver Fee reflected in your Rental Contract prior to commencement of your rental, then to the extent set forth below, CLE agrees to waive certain claims against you arising from physical damage to any Rented Item(s) covered by Damage Waiver (hereinafter, "Covered Item(s)"), subject to the remaining terms hereof. **You will otherwise remain liable for 100% of all loss, theft, and damage to or destruction of the Rented Item(s).**

DAMAGE WAIVER IS OPTIONAL AND MAY BE DECLINED IF YOU PROVIDE TO CLE PROOF OF THE INSURANCE REQUIRED UNDER SECTION 11 OF YOUR RENTAL CONTRACT PRIOR TO COMMENCEMENT OF YOUR RENTAL.

This Damage Waiver is a partial waiver of our claims for physical damage to or destruction of only Covered item(s). **IT IS NOT INSURANCE, NOR IS IT A WARRANTY.** If Damage Waiver has been offered by CLE and you have paid the non-refundable Damage Waiver Fee set forth on your invoice from CLE, then subject to the remaining terms hereof, including without limitation the "Exceptions and Exclusions" set forth below, CLE will waive its right to recover from you 80% of its cost(s) (hereinafter, "Repair/Replacement Costs") to repair or replace Covered Item(s) which suffer physical damage of up to \$10,000 during the rental Term set forth in your Rental Contract (the "Term"); provided however, that: (a) you will remain liable to CLE for: (i) a "deductible" equal to 20% of such Repair/Replacement Costs; and (ii) all Repair/Replacement costs which exceed \$10,000 in the aggregate across all Covered Item(s); (b) you must notify CLE in writing of any accident, loss, damage to, or destruction of Covered Item(s) within 24 hours thereafter; (c) you must provide CLE with documentary evidence of the nature and cause(s) thereof; (d) you must return the subject Covered Item(s) to CLE, unless we elect to forego such return (in our sole discretion); and (e) you must continue to comply fully with the terms of your Rental Contract, by among other things, fully and timely paying all amounts due and coming due thereunder to CLE.

Exceptions and Exclusions: The foregoing notwithstanding, **the following are NOT COVERED under the Damage Waiver, and you, the "Customer" or "Lessee," will remain 100% liable for:**

- (a) **item(s) Not Covered:** (I) All glass, tires, tracks, belts, chains, knobs and hoses in or on any Rented item(s); (II) any Rented item(s) with respect to which you do not pay the Damage Waiver Fee prior to commencement of your rental (as provided on Page 1 of your Rental Contract); and (III) any and all loss, damage and/or destruction exceeding \$10,000 in the aggregate across all Covered Items;
- (b) **Deductible:** The "deductible" described above;
- (c) **Violations/ Breaches:** Loss of or damage to Covered item(s) due to violation by you, your agents, employees or contractors, of the terms of your Rental Contract, any applicable laws, rules, regulations, policy(ies) of insurance, and/or any "Instructions" as defined in your Rental Contract (including without limitation, instructions regarding EPA Tier 4 compliance), specifications and/or warnings provided by CLE, the owner(s) and/or the manufacturer(s) of such Rented item(s);
- (d) **Misuse, Abuse, Neglect:** Loss of or damage to Covered item(s) due to intentional abuse, improper use, negligence, willful misconduct, neglect, overloading, overturning, striking overhead objects, and/or exceeding the rated capacity of any such item(s);
- (e) **Failure to Return / Criminal Activities:** (I) Any failure to return Covered item(s) to CLE (including without limitation, loss, theft, and disappearance), and (II) criminal, fraudulent, dishonest and/or illegal act(s) or omission(s);
- (f) **Maintenance Failures:** Damage to or destruction of Covered item(s) resulting from any failure to properly service and/or maintain such Covered item(s) (including without limitation, failure to maintain proper pressure levels or proper levels of air, water, or manufacturer-approved oil, fuel, lubricants, hydraulic fluid, diesel exhaust fluid, brake fluid and/or coolant);
- (g) **Mechanical Breakdown:** Mechanical breakdown of any Covered item(s);
- (h) **Protection/Security:** Loss of or damage to any Covered Item due to failure to secure and/or protect it (e.g., by leaving it in an unprotected area, leaving it unlocked or with the keys in the ignition, etc.);
- (i) **Use of Drugs / Alcohol:** Damage, destruction or loss of or to any Covered Item resulting from or in connection with the use of alcohol or drugs by you or anyone employed or engaged by you or anyone you permit to use or otherwise deal with any Rented item(s);
- (j) **Governmental Authority/ War/ Terrorism:** Damage, destruction or loss of or to any Covered Item resulting from or in connection with: (I) action(s) or inaction(s) of any governmental or other civil authority; and/or (II) act(s) of war and/or terrorism;
- (k) **Transportation:** Damage, destruction or loss of or to any Covered Item during transportation; and
- (l) **Hazmat / Contamination:** Loss of or damage to any Covered Item resulting from: (I) its exposure to hazardous, explosive, combustible, radioactive, toxic, corrosive or noxious materials or substances; (II) nuclear hazard; (III) temperature/humidity; and/or (IV) contamination, including mold, mildew, rust, rot and/or exposure to pollutants and/or contaminants.

This Addendum shall be deemed to modify and supplement and shall be deemed incorporated into and become a part of your Rental Contract. To the extent, any of the terms of this Addendum conflict with the terms of your Rental Contract, the terms of this Addendum shall control. Your Rental Contract shall otherwise remain valid and in full force and effect, and all terms thereof will be deemed incorporated herein.

IMPORTANT: YOU MAY DECLINE DAMAGE WAIVER IF YOU PROVIDE TO CLE PROOF OF THE INSURANCE REQUIRED UNDER SECTION 11 OF YOUR RENTAL CONTRACT PRIOR TO COMMENCEMENT OF YOUR RENTAL. NONETHELESS, NO DAMAGE WAIVER COVERAGE WILL APPLY TO ANY ITEM(S) FOR WHICH YOU DO NOT TIMELY PAY THE APPLICABLE DAMAGE WAIVER FEE.