



# WEST EQUIPMENT RENTALS LTD.

RENTAL PROTECTION PLAN ADDENDUM TO  
RENTAL SALES AGREEMENT G.S.T. # 705954725

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## RENTAL EQUIPMENT PROTECTION PLAN TERMS AND CONDITIONS

The following sets out the terms and conditions of the Rental Equipment Protection Plan ("REPP") offered by West Equipment Rentals Ltd. ("WER"), pursuant to which WER will in specific circumstances agree to waive its right of reimbursement from the Renter with respect to damage to equipment rented from WER. This REPP is mandatory for all customers renting equipment from WER unless such customer provides WER with evidence (in the form of a Certificate of Insurance) confirming that such customer has obtained insurance satisfactory to WER in its sole discretion, which would include coverage for the full replacement value of the Equipment. By renting equipment from WER and by paying the associated REPP charge, a renter (in these Terms and Conditions referred to as the "Renter") agrees to be bound by the terms and conditions set out herein.

Note that the REPP offered by WER **IS NOT INSURANCE** and should be used in conjunction with other insurance for REPP exclusions.

This REPP only applies with respect to damage to the specific equipment (the "Equipment") rented by Renter from WER and for which the REPP fees have been paid to WER. Without limiting the generality of the foregoing, Renter acknowledges that this REPP does not apply to damage to any other equipment or losses suffered by Renter arising from liability for bodily injury, death or property damage of others that may occur in connection with the Renter's use or possession of such equipment.

### COST

A renter who is subject to this REPP will have an additional charge of 10% on the rental cost added to their invoice.

### APPLICATION

The REPP will only apply to loss or damage to Equipment that occurred **AFTER** the applicable REPP fees are paid to WER. Request for coverage under the REPP on pre-existing contracts will be subject to the prior written approval of WER, and WER reserves the right to inspect the Equipment already on contract prior to approving the request for REPP coverage.

The Renter is required to satisfy the restrictions and conditions of the REPP in order for the REPP to remain in full effect until the Equipment is returned into the possession of WER. Any default by Renter of the terms and conditions of this REPP will render this REPP immediately null and void and in such event WER will have no obligation to waive its right to reimbursement as provided hereunder.

### WHAT IS COVERED

In consideration of the Renter paying the applicable REPP fee, WER will waive its rights to seek reimbursement from Renter in the event of loss or damage to the Equipment while in Renter's possession under the following circumstances:

1. Damages due to collision, burning, explosion, collapse of bridges or culverts, as long as reasonable efforts were made to prevent damage and provided the damage was not caused by Renter's negligence.
2. Theft of Equipment from a secured and locked premises with a police report filed no later than the first business day after the theft. A copy of the police report must be provided to WER within 3 business days after the theft.
3. Theft of Equipment that cannot be stored as outlined in paragraph 2 above, provided that reasonable security precautions, determined acceptable by WER, have been taken, such as securing Equipment to something permanent with a heavy-duty chain and a heavy-duty padlock. The same reporting procedures in paragraph 2 apply to this paragraph 3.

### WHAT IS NOT COVERED

WER will not waive its right of reimbursement from Renter for:

1. Loss or damage caused by or resulting from negligence or willful misconduct, abuse, neglect, abandonment, improper use, sinking or submersion in mud or water.
2. Loss or damage caused by or resulting from an act of God, including, but not limited to, floods, wind storms, earthquakes, lightening or hail.
3. Loss or damage to Equipment accessories or any Equipment for which Renter is not charged the REPP fee.
4. Loss or damage to tires, tubes and /or tracks unless the loss or damage is coincident with other loss or damages covered by the REPP.
5. Loss or damage caused by or resulting from theft where reasonable security precautions were not taken, such as not securing the Equipment to a permanent structure with a heavy-duty chain and padlock or leaving Equipment unattended or unsupervised whether operational or stored.
6. Loss or damage caused by or resulting from an unauthorized or unqualified operator or for personal use by an employee or agent.
7. Loss or damage caused by or resulting from the improper operation of the Equipment resulting in damage, including, but not limited to, overloading, lack of fuel, lubrication, failure to maintain oil, water, hydraulics or air pressure levels, exceeding rated capacity, negligent operation, low voltage, wrong polarity being used or the improper use of extension cords (too long or too light).
8. Cleaning charges.
9. Loss or damage caused by or resulting from the use or operation of Equipment in violation of the rental agreement, construction safety acts, national building codes or any applicable laws or regulations.
10. Loss or damage caused by or resulting from operators of other vehicles or equipment. Any such loss or damages must be covered or claimed under the insurance policy for the other vehicle or equipment, as the case may be.
11. Loss or damage to windshields or glass.
12. Loss or damage caused by or resulting from operating the Equipment in any manner other than what the Equipment was intended to be used for.
13. Loss or damage exceeding \$150,000 less the deductible outlined herein.

### DEDUCTIBLE

The waiver by WER of its right to seek reimbursement from Renter in the event of loss or damage to the rented Equipment will be subject to receipt by WER of a payment from Renter in the amount of \$2500 or 10% of the repair or replacement cost of the Equipment, whichever is less, for each piece of damaged or lost Equipment.

### ADDITIONAL TERMS AND CONDITIONS

In the event of an accident, loss of, theft of or damage to the Equipment Renter must notify WER immediately by telephone, and must thereafter immediately report in writing to WER and the public authorities (where required by law or by WER) all information deemed relevant by WER.

Proof of security measures must be provided to WER to prevent theft of Equipment that cannot be stored in a locked and secure location. Renter is obligated to ensure that a daily inspection of the Equipment is completed and documented throughout the duration of the rental.

WER will not waive its right of reimbursement if Renter has been (or is entitled to be) reimbursed for such loss or damage by others, including through any insurance maintained by Renter.

WER will not waive its right of reimbursement if Renter fails to provide immediate notice to WER in the event Renter becomes aware of any current or future event that is likely to give rise to a claim hereunder.

WER will not waive its right of reimbursement if the Equipment is lost and Renter does not take all reasonable steps in and about the recovery of such Equipment.