

The undersigned lessee ("Lessee") is entering into, or has entered into, an equipment lease with lessor ("QED"). Lessee hereby elects to purchase this Rental Protection Plan (RPP) from QED in connection with equipment leases as described on QED Sales Orders ("Lease").

RPP is **not insurance**. The fee is not based on any damage or loss history. This RPP is a **limited waiver** of Lessee's obligation to pay for the repair or replacement of equipment that is stolen, damaged in **certain circumstances specified below**. In other circumstances, including those specified below, RPP will not apply to, and will not reduce Lessee's obligation with respect to, equipment that is stolen, damaged or destroyed.

Coverage: 50% for damage and 30% for theft, charged at only 15% list rental rate through the billing period.

Except as expressly stated to the contrary in this RPP, **Lessee shall remain fully liable** for all obligations under the Lease, including all obligations with respect to damage to or the loss of the equipment. **Under no circumstances will this RPP release or protect Lessee from any claim or liability arising out of any personal injury, bodily injury, death, or other third-party claim.**

Substituted Lessee Responsibility: Subject to and conditioned on (1) QED's acceptance of this RPP evidenced by the signature of an authorized employee of Lessee below, (2) the Exceptions set forth below, (3) Lessee's payment of the RPP cost and all other amounts due under the Lease and this RPP, and (4) Lessee's compliance with, and performance of, all of Lessee's obligations under the Lease, QED's Terms and Conditions of Standard Equipment Rental Agreement and this RPP.

Damage Protection:

1. RPP covers 50% of required repairs due to accidental or incidental damage to equipment.
2. Damage resulting from abuse or misuse is not covered – abuse or misuse is defined as equipment used in an application it was not designed for or an application that accordance with the Lease.

Theft Protection:

1. The customer is responsible for 70% of the replacement cost for theft.
2. A police report must be filed, and notification given to QED within 48 hours of the customer being made aware of stolen equipment. If a police report is not provided, the customer is fully liable for the entire cost or replacement and will be charged manufacturers list price.
3. If the stolen equipment is recovered, QED will retain ownership.

Exceptions:

1. **This RPP does not apply to**, and Lessee retains all responsibility for, any loss, theft, or destruction of, or damage to, any accessories to or with the equipment that are not specifically listed on the QED Sales Order as part of the equipment.
2. This RPP does not apply to, and Lessee shall remain fully responsible for, all loss, theft, or destruction of, or damage to, the equipment resulting in whole or in part from:
 - A. Possession, use or operation of the equipment by a person or entity other than Lessee or Lessee's authorized and properly trained employees.
 - B. Operation of the Equipment in a manner inconsistent with the manufacturer's written instructions or contrary to the requirements of the Lease, including: exceeding

the rated capacity; overloading the Equipment; misusing, abusing, or neglecting the Equipment;

- C. Improperly servicing the equipment; or failing to perform the required maintenance on the Equipment.
- D. Operation of the equipment in violation of any applicable law, rule, regulation, or ordinance.
- E. Flood, wind, storm, fire, earthquake, natural disaster, terrorism, riot, war, or other similar causes.
- F. All loss of and damage to the Equipment arising out of any nuclear reaction, radiation, radioactive contamination, or exposure to or contamination by any hazardous or toxic materials or substances.
- G. Seizure or destruction of the Equipment by any governmental authority.
- H. Failure of Lessee to comply with the terms and conditions of the Lease, QED's Terms and Conditions of Standard Equipment Rental Agreement or this RPP.
- I. Any dishonest, criminal, or fraudulent act or omission of Lessee or its employees

Subrogation: With respect to any loss, theft or destruction of, or damage to, the Equipment, (1) QED will be subrogated automatically to Lessee's rights to recover against any person or entity arising out of that loss, theft, destruction or damage, (2) Lessee hereby irrevocably assigns to QED all claims, rights and proceeds arising out of that loss, theft, damage or destruction, and (3) agrees to execute and deliver to QED all documents that may be necessary or helpful, and to take all other steps QED requests, to secure in QED all of those rights.

By signing below, Lessee Acknowledges that it has read, understands, and agrees to all the provisions of this agreement.

Accepted:

(Owner/ Corporate Officer) _____
Date

Name: _____

Title: _____

Company: _____