

RENTAL PROTECTION PLAN



Yancey Bros. Co. Rental Protection Plan (RPP) is an affordable program that limits your repair or replacement costs should damage occur to your rental machine.

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1-800-282-1562

Rental Protection Plan Guide

- Rental Protection Plan is 16% of the Rental Rate
- By accepting Rental Protection Plan (RPP), Yancey Bros. Co. will limit the equipment repair or replacement cost to:
 - The Customer’s Share of Repair is lesser of 10% of replacement value of the Equipment, 10% of the cost of repairs, or \$500 plus state and local taxes

Example of RPP Savings

A \$110,000 Dozer was damaged from a lightning strike.

	With RPP	w/o RPP
Rental of the Loader	\$ 5,000	\$ 5,000
Cost of RPP	\$ 800	N/A
Repair cost	\$ 7,000	\$ 7,000
Customer Share of Repair	\$ 500	N/A
Total Customer Cost	\$ 6,300	\$ 12,000
RPP savings	\$ 5,700	

RPP Terms & Conditions

1. CUSTOMER’S GENERAL RESPONSIBILITIES

Customer agrees to abide by terms and conditions of Yancey Bros. Co. Agreement which is responsibility to Yancey Bros. Co. for all theft, loss of or damage to the equipment up to the amounts when a Customer’s Share of Repair is lesser of 10% of replacement value of the Equipment, 10% of the cost of repairs, or \$500 plus state and local taxes. All Equipment will be valued under this Agreement, and the RPP will be based on actual cost of repair, or if lost, stolen or damaged, the fair market value of the Equipment at the time of its loss, theft or damage. Customer can only accept RPP at or prior to the beginning of the rental term under this rental Agreement.

2. RENTAL PROTECTION PLAN

The “Rental Protection Plan” (“RPP”) **IS NOT INSURANCE, IT IS AN OPTION** that Yancey Bros. Co. offers you to limit your liability for theft, loss of or damage to the equipment you have rented. The benefit from RPP is limited by the Customer’s Share of Repair shown above.

- A. Customer’s responsibility for loss or damage will not be limited to the extent such loss or damage results from:
- I. An Authorized Operator’s gross negligence or intentional acts causing such damage;
 - II. Striking overhead objects with the Equipment;
 - III. All loss and damage associated with vandalism, malicious mischief, theft or conversion of the Equipment not documented by Customer’s filing with

- the applicable public authorities (with an immediate written copy to YANCEY) of a formal written theft, vandalism, or conversion police report within 72 hours of the loss. Failure to provide formal reports will void all benefit under the RPP;
- IV. Leaving keys, if any, in the Equipment while the Equipment is not locked or otherwise secured, regardless of whether or not a report was filed;
 - V. Exposure to corrosive materials;
 - VI. Boom damage from overloading of a boom or from collision when boom is in motion;
 - VII. Customer’s failure to perform the basic maintenance required under the rental Agreement;
 - VIII. Customer’s failure to comply with paragraph three of the rental Agreement;
 - IX. **Operating or storing the Equipment near hot debris or existing fire;**
 - X. Use or operation of Equipment by other than an Authorized Operator, which is someone who is properly trained to operate the equipment; and
 - XI. Operating or storing the Equipment that results in submersion of the Equipment in water or unstable soil.

- B. In the event of loss or damage to the equipment, you are required to cooperate with Yancey Bros. Co. investigation of any incident involving the equipment and complete an RPP incident report.
- C. RPP is optional and may be declined. If you do not accept RPP you will be responsible for all damage(s), repair(s) and replacement(s) of/to the rented equipment at its/their full (NEW) replacement value and you must maintain insurance coverage required by the rental agreement. If you elect to maintain insurance coverage, a certificate of insurance (COI) must be provided to Yancey Bros. Co.
- D. Recovery of Equipment: If lost or stolen equipment is later recovered, Yancey Bros. Co. 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.
- E. Subrogation: Yancey Bros. Co. shall be subrogated to your rights to recover against any third person or entity relating to any loss, theft, damage or destruction to the equipment. You agree to cooperate with, and assign to, Yancey Bros. Co. all claims and proceeds arising from such loss, theft, damage, or destruction, execute and deliver to Yancey Bros. Co. documents as may be required to do so and take all other