

## BENEFITS OF RENTAL EQUIPMENT PROTECTION

Rental Equipment Protection ("REP") from MacAllister Rentals provides you with help for costly repairs when damage occurs or machine replacement if there's a total loss. If you don't carry insurance for rented equipment, MacAllister Rental's REP program:

- Helps limit your financial responsibility for a covered total loss or damage to rented equipment.
- Offers hassle-free claims in the event of a loss.

## LIMITATION OF LIABILITY

See back of brochure for policy exclusions.

The REP limitations apply per each machine rented. In the event of covered loss or damage to rental equipment, your liability is limited toward repair or replacement cost, up to \$250,000 per incident, as follows:

Equipment Value	Claim Limit
Under \$25,000	\$1,000
From \$25,000-\$50,000	\$2,500
Over \$50,000	\$5,000

MacAllister determines equipment values in its sole discretion at the start of the Rental Period in its then-current condition.

## EQUIPMENT / APPLICATION EXCLUSIONS

Some damages or losses are not covered, including claims involving:

- Cranes
- Land Clearing w/ Fecon or XHP Attachment
- Demolition
- Paint Overspray
- Any Equipment w/ License Plate
- 87' Lifts and above
- Roto-Telehandlers

Terms and conditions apply. For details, see attached or visit [www.macallister.com/rep](http://www.macallister.com/rep).

## WE HAVE YOU COVERED

At MacAllister Rentals, we rent, sell, and service a wide range of high-quality equipment from Caterpillar and over 50 other manufacturers.

As a part of Indiana-based and family-owned MacAllister Machinery, MacAllister Rentals has a rich history and a long-standing tradition of supplying first class service, in-depth technical knowledge, and top-notch equipment. Our goal is to go beyond the standard vendor relationship and create a true partnership with our customers by consistently providing best-value solutions that **get the job done**.



Have questions about MacAllister Rentals or would like to sign up for REP? Let your MacAllister Rentals Sales Representative know you would like to take advantage of Rental Equipment Protection. We'll take care of the rest!

### Contact Us

**BY PHONE.** Call 877.700.1945

**ONLINE.** Visit [www.macallisterrentals.com](http://www.macallisterrentals.com)



# Rental Equipment Protection

**MacAllister**

**CAT THE RENTAL STORE**

[www.macallisterrentals.com](http://www.macallisterrentals.com)

**877.700.1945**

# TERMS AND CONDITIONS

The Rental Equipment Protection Plan ("REP") is a product described herein that modifies certain terms of the Agreement between MacAllister and Lessee for the lease of the Equipment as provided herein. The definitions in Section 1 of the Rental Agreement Terms and Conditions incorporated into the Agreement apply here.

## CUSTOMER'S GENERAL RESPONSIBILITY

Under the MacAllister Agreement, the Customer renting the "Equipment" is responsible to MacAllister for all loss of or damage to the Equipment and for its return in the same condition it was received, except for ordinary wear. Such responsibility is limited to the full loss value of the equipment at the time it is lost, stolen or damaged plus any administrative fee(s) and MacAllister related expenses, such as, appraisal fees or recovery cost. The cost of labor for repairs will be either the MacAllister repair facility's posted labor rate or the cost charged to MacAllister by a third-party repair facility. The cost of parts for repairs will be either the MacAllister repair facility's current MSRP price or the cost charged to MacAllister by a third-party repair facility. If the Equipment is repaired by a third-party repair facility MacAllister shall charge an administrative charge of 20% of the total repair costs, plus any associated transportation fees, not to exceed \$2500.

## RENTAL EQUIPMENT PROTECTION

1. **Not Insurance** - Rental Equipment Protection "REP" is not insurance nor a warranty; it is an option that MacAllister offers to lessee that limits the customer of liability for loss or damage to the rented equipment from MacAllister. REP does not protect Lessee from liability to MacAllister or others arising out of the use, possession, or operation of any Equipment, including injury, death, or damage to persons or other property. Instead, REP is an optional product that modifies Lessee's liability, and limits MacAllister's right to collect amounts, under Section 14 and 21 of the "Agreement" for physical loss of damages to Equipment caused by covered perils during the Rental Period as provided herein.
2. **Optional REP** - REP is optional, and you need not accept it if MacAllister offers it to you, however, to the extent MacAllister does not offer REP to you, or you do not accept REP, you must maintain the insurance coverage required by the Agreement. If you elect to maintain insurance coverage, and the certificate of insurance you provide to MacAllister to evidence your insurance coverage expires or is unacceptable to MacAllister, you agree MacAllister may charge REP for your rentals until such time as you provide an acceptable and valid certificate of insurance. The benefit from this REP is limited by the Claim Limits shown in subparagraphs (b,c) and excludes the specific conditions or events shown in "Exclusions" subparagraph (4).
  - (a) If you comply with this Agreement, the rental, and if MacAllister in its discretion has offered to you, and you have accepted, REP, then MacAllister agrees to waive, to the extent specified in this paragraph, your responsibility for loss of or damage to the Equipment to the extent that it exceeds the Claim Limits. You are responsible under this Agreement for the loss of or damage to the Equipment up to the amount of the "Claim Limit" for REP. You can only accept REP at or prior to the beginning of the Rental Term.
  - (b) Conditions – For REP to apply, including the "Limitations of Liability" below, all the following must be satisfied:
    - i. Lessee agrees to purchase the REP;
    - ii. Lessee pays MacAllister the fee for REP of 15% of the gross rental charges due and owing (inclusive of taxes and fees) ("Fee"), the Claim Limit, and any loss amount in excess of \$250,000;

- iii. Lessee is not in breach of, and fully complies with, any and all the terms and conditions of REP and the Agreement;
- iv. Lessee is current on its account with MacAllister at the time of loss, theft, damage, or destruction to the Equipment;
- v. Lessee notifies MacAllister in writing of any loss, stolen, damaged, or destroyed Equipment within 24hrs of discovery or when reasonable discovery should have occurred; and
- vi. None of the Exclusions apply shown in subparagraph (4).

3. **Limitations of Liability** – Lessee is and will remain responsible for all equipment as provided under the Agreement. Upon Lessee's purchase of "REP", and subject to the terms and conditions set forth herein, MacAllister will limit the amount it collects for Lessee under Section 14 of the Agreement for loss, damage and/or destruction to the Equipment up to \$250,000 per incident, up to the following ("Claim Limit"). The "REP" limitations are applied per each machine rented and in the event of covered loss or damage to your rental equipment, your liability towards repair or replacement loss for each piece of Equipment valued. Equipment values are determined at the start of the rental term in the condition in which they were received and based on local market values of like equipment.

### Claim Limits:

- For equipment valued up to \$25,000 approved repair or loss claims are capped at \$1,000.
- For equipment valued \$25,001-\$50,000 approved repair or loss claims are capped at \$2,500.
- For equipment valued \$50,001 and above approved repair or loss claims are capped at \$5,000.

The REP limitations are applied per each machine rented, per incident, plus any applicable state and local taxes and fees. The Rental Protection Plan does not apply in situations involving damage that may be a result of intentional abuse.

4. **Exclusions** – An "Event" is any loss to the Equipment including, but not limited to, losses caused by theft, accident, misuse, damage (other than ordinary wear and tear), or destruction of the Equipment. Notwithstanding anything herein to the contrary, Lessee assumes all risk and will remain fully liable for all loss or damage to Equipment, and REP will not cover and will neither limit Lessee liability nor waive MacAllister's right to claim damages from Lessee, for an Event caused by, resulting from, or relating to, directly or indirectly, any of the following as determined by MacAllister in its role and absolute discretion (each an "Exclusion"):
  - (a) Exposure to corrosive, radioactive and/or contamination substance materials or substance and extreme temperatures.
  - (b) Overloading – Exceeding manufactures rated capacity of rented equipment.
  - (c) Damage to rented equipment resulting from intentional abuse - Improper usage of rented equipment.
  - (d) Costs associated with recovery/extraction of Equipment.
  - (e) Failure to cooperate with MacAllister or its agents in investigating the Event.
  - (f) Maintenance Failures – Damage resulting from lack of lubrication, insertion of improper fuel or maintenance of necessary oil, water and air pressure levels, cavitation; or freezing and or destruction of covered item(s) resulting from any failure to properly maintain such covered Equipment.
  - (g) In Transit damage of Equipment.

- (h) Order of any civil authority, including seizure or quarantine of property.
  - (i) Damage to rented equipment due to negligence - Lessee's failure to take proper care of rented equipment while in possession.
  - (j) Fluid Contamination – Cross contamination of fluids (Diesel Fuel in Hydraulic Tank and etc.).
  - (k) Protection/Security – Failure to secure and/or leaving rented equipment unsecured while not in use (keys left in machine while unsecured/unattended).
  - (l) Vandalism, Malicious Mischief, Theft or Conversion of the Equipment, unless an Authorized Operator promptly files with the applicable public authorities (and promptly provides to MacAllister a formal written theft or vandalism report within 24hrs of the occurrence/discovery of occurrence). In the event of loss or damage to the Equipment, you are required to cooperate with MacAllister investigation of any incident involving the Equipment and complete an "REP" Incident Report. In the event of a loss please contact MacAllister at 877-700-1945.
  - (m) Un-Authorized User and/or Use of Alcohol and/or Drugs while operating Equipment.
  - (n) Failure to perform any of these obligations under the Agreement.
5. **Recovered Equipment** - Notwithstanding anything to the contrary in this Agreement, if lost or stolen Equipment is later recovered, MacAllister retains ownership of the Equipment regardless of any payments made by Lessee, its insurer, or any other party with respect to such Equipment, all of which payments are non-refundable. Lessee further agrees to promptly return to MacAllister any lost or stolen Equipment that is recovered.
  6. **Subrogation and Assignment of Claims** - MacAllister will be subrogated to Lessee's rights to recover against any person or entity relating to any loss, theft, damage and/or destruction to the Equipment. Lessee will cooperate with, assign MacAllister all claims and proceeds arising from such loss, theft, damage or destruction, and execute and deliver to MacAllister whatever documents are required and take all other necessary steps to secure in MacAllister such rights.
  7. **Rent Accrual** – Rental charges that would otherwise accrue under the Agreement during the period when damaged or destroyed Equipment is being repaired or replaced will stop accruing upon receipt by MacAllister of the Fee and the Claim Limit.

## IN THE EVENT OF A LOSS

Call **877.700.1945** immediately  
if rented equipment is damaged or lost.  
Failure to timely report could invalidate the protection.

