



LIMITED DAMAGE WAIVER ADDENDUM

THE FOLLOWING TERMS AND CONDITIONS APPLY TO ALL DAMAGE WAIVERS PROVIDED TO CUSTOMERS ("LESSEES") OF
BRUCE'S CONTRACTING, INC., A MINNESOTA CORPORATION, D/B/A "BCI RENTALS"
(ALSO REFERRED TO HEREIN AS "BCI," "LESSOR," "WE," "US" AND "OUR")

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

LDW IS OPTIONAL AND MAY BE DECLINED IF AND ONLY IF YOU PROVIDE TO BCI PROOF OF THE PROPERTY DAMAGE / INLAND MARINE INSURANCE REFERENCED IN SECTION 11 OF YOUR RENTAL CONTRACT PRIOR TO COMMENCEMENT OF YOUR RENTAL.

LDW IS NOT INSURANCE, NOR IS IT A WARRANTY. LDW is a partial waiver of our claims for physical damage to or destruction of only Covered Item(s). It does not cover other types of damages and/or costs, such as cleaning, maintenance, excessive wear and tear and/or loss of or damage to other (non-covered) item(s), including without limitation intellectual property ("I.P.") and/or data. If LDW has been offered by BCI and you have paid the Non-Refundable LDW Fee set forth on Page 1 of your Rental Contract for each rental period, then subject to the remaining terms hereof, including without limitation the "Exceptions and Exclusions" set forth below, BCI will waive its right to recover from you its cost(s) (hereinafter, "Repair/Replacement Costs") to repair or, at BCI's option, replace Covered Item(s) which suffer physical damage of up to \$500,000 per Covered Item / \$3,000,000 in the aggregate across Covered Items during the rental term set forth in your Rental Contract (the "Term"); provided however, that, for each Term: (a) you will remain liable to BCI for: (i) a "deductible" equal to \$2500 per Covered Item; and (ii) all such Repair/Replacement costs which exceed \$500,000 per Covered Item / \$3,000,000 in the aggregate across all Covered Item(s); (b) you must notify BCI in writing of any accident, loss or damage of or to Covered Item(s) within 24 hours thereafter; (c) you must provide BCI with documentary evidence of the nature and cause(s) thereof; (d) you must immediately return the subject Covered Item(s) to BCI, 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 to BCI thereunder.

Exceptions and Exclusions: LDW does not provide coverage for: (i) liability; (ii) personal and/or bodily injuries; (iii) non-physical damage (such as contamination and data losses); (iv) cost(s) such as cleaning; (v) maintenance; (vi) excessive wear and tear; and/or (vii) loss of or damage to any Item(s) subject to one or more of the following Exceptions and Exclusions. Anything to the contrary contained herein or in the Rental Contract notwithstanding, **the following are NOT COVERED by LDW, and you, the "Customer" or "Lessee," will remain 100% liable for:**

- (a) **Item(s) Not Covered:** (I) GPS and telematics systems, on-road and passenger vehicles, I.P., data, batteries, glass, tires, tubes, tracks, belts, fittings, chains, knobs, cords, cables, tanks, hoses and other accessories in or on any Rented Item(s); (II) Rented Item(s) with respect to which you do not pay the non-refundable LDW Fee prior to commencement of your rental (as provided on Page 1 of your Rental Contract) for each rental period (i.e., for the Initial Term, and separately, for any extension period(s) approved by BCI); and (III) any and all loss, damage and/or destruction exceeding \$500,000 per Covered Item / \$3,000,000 in the aggregate across all Covered Item(s);
- (b) **Deductible:** The "deductible" described above (Note: If you fail to promptly pay the deductible, LDW will be void, and you will be responsible for 100% of any damage to Item(s) that would otherwise have been covered by LDW);
- (c) **Violations / Breaches:** Loss of or damage to Covered Item(s) due to violation by you, your agents, employees or contractors, of any of the terms of your Rental Contract, this Addendum, any applicable laws, rules, regulations, policy(ies) of insurance, and/or any "Instructions" as defined in your Rental Contract (including without limitation, any instructions and/or warnings provided by manufacturer(s), as well as EPA Tier 4, cleaning, servicing, maintenance, repair and silica dust requirements), specifications and/or warnings provided by BCI, the owner(s) and/or the manufacturer(s) of such Item(s);
- (d) **Misuse, Abuse, Neglect:** Loss of or damage to Covered Item(s) due to intentional act(s) or omission(s), improper use, negligence, willful misconduct, vandalism, neglect, submerging, overloading, overturning, damage by falling objects and/or striking overhead objects, and/or exceeding the rated capacity(ies) of such Item(s);
- (e) **Failure to Return / Criminal Activities:** (I) Any failure to return Covered Item(s) to BCI, including without limitation, loss, theft and disappearance, in whole or in part (including any theft(s) of engines, components, parts and/or attachments), unless we elect to forego such return as provided above; and (II) criminal, fraudulent, dishonest and/or illegal act(s) or omission(s);
- (f) **Maintenance Failures:** Damage to 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) **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, outside during inclement weather, unlocked, with the keys in the ignition, etc.);
- (h) **Governmental Authority / War / Terrorism:** Damage to 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) civil insurrection, act(s) of war and/or terrorism;
- (i) **Transportation and Servicing:** Damage or loss of or to any Covered Item during loading, unloading, fueling, maintenance, servicing, and/or transportation;
- (j) **Use of Drugs / Alcohol:** Damage or loss of or to any Covered Item resulting from or in connection with the use of alcohol or drugs (**including without limitation, CANNABIS AND CANNABINOIDS, even if legalized or medicinal**) by you or anyone employed or engaged by you, or anyone you permit to use or otherwise deal with any Rented Item(s);
- (k) **Electric Current:** Damage caused by electric current (including without limitation, power fluctuations and use of non-utility generated power);
- (l) **Hazmat / Contamination:** Loss of or damage to any Covered Item resulting from or in connection with: (I) its exposure to hazardous, explosive, combustible, radioactive, toxic, caustic, corrosive or noxious materials or substances (regardless of form or state); (II) nuclear hazard; (III) temperature/humidity; and/or (IV) contamination, including mold, mildew, rust, rot and/or exposure to pollutants and/or contaminants; and
- (m) **Third Parties / Sublessees:** Any Item(s) damaged while being used, operated, occupied, or otherwise dealt with by any third party(ies) not specifically identified in/on your Rental Contract as "authorized users" (including without limitation, unauthorized [by Lessor] borrowers, sublessees, and assignees).

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: LDW DOES NOT BENEFIT ANYONE OTHER THAN YOU, THE "CUSTOMER" OR "LESSEE" (SUCH AS BORROWERS, SUBLESSEES, REAL PROPERTY OWNERS, OTHER INSURERS, CONTRACTORS, INVITEES, AND OTHER THIRD PARTIES). WE AND OUR INSURER (THROUGH SUBROGATION) RETAIN THE RIGHT TO PURSUE RECOVERIES FROM THIRD PARTIES, INCLUDING YOUR INSURER, FOR ALL LOSS AND DAMAGE, WHETHER OR NOT COVERED BY LDW. YOU MAY DECLINE LDW IF YOU PROVIDE TO BCI PROOF OF THE PROPERTY DAMAGE / INLAND MARINE INSURANCE REFERENCED IN YOUR RENTAL CONTRACT PRIOR TO COMMENCEMENT OF YOUR RENTAL. NONETHELESS, NO LDW COVERAGE WILL APPLY TO ANY ITEM(S) FOR WHICH YOU DO NOT TIMELY PAY THE APPLICABLE LDW FEE.