



CUSTOMER INSURANCE WAIVER & ACKNOWLEDGMENT FOR RENTAL EQUIPMENT

This Customer Insurance Waiver & Acknowledgment for Rental Equipment (hereafter "Waiver") serves as a formal acknowledgement and waiver of the Customer regarding insurance coverage for rental equipment provided by Mendez Equipment Rental LLC. By signing below, the Customer agrees to the terms outlined herein and confirms their understanding of what coverage is and is not provided by Mendez Equipment Rental LLC.

Insurance Coverage Provided by Dealer Includes:

- **Covered Property:**
 - Mobile equipment.
 - Portable equipment.
 - Trailers, other than semi-trailers, camping trailers, office trailers, and mobile homes.
- **Covered Cause of Loss** includes a fortuitous cause or event that occurs during the rental period (and is not otherwise excluded).
- **Covered Time** begins when the authorized user takes physical possession of the Equipment and ends when the rental agreement expires or property is returned to the Company's possession, whichever is earlier.
- **Covered debris removal** includes the costs and expenses incurred to remove debris of Covered Property remaining after direct physical loss or damaged from a Covered Cause of Loss.
- **Covered pollutant cleanup and removal** includes
 - The reasonable costs and expenses to extract or remove pollutants from land or water only if the pollutants are in the land or water as a direct result of a covered cause of loss to Covered Property.
 - Testing that is necessary for the extraction of pollutants from land or water.(Covered pollutant cleanup and removal are subject to the Pollutant Cleanup and Removal Aggregate Limit.)

Insurance Coverage NOT Provided by Mendez Equipment Rental LLC:

- **Property NOT Covered:**
 - Aircraft or watercraft.
 - All terrain vehicles including utility vehicles.
 - Contraband, or property in the course of illegal transportation or trade.
 - Furniture and fixtures including property permanently attached to or fixed to a building or structure.
 - Property while being used in logging or pulpwood operations.

- Property while being used in strip or underground mining operations.
- Property while underground (*excluding* buckets or other attachments to an excavator, backhoe, or similar equipment used for excavations or trenching).
- Property, other than submersible pumps, while being operated underwater.
- Property, other than submersible pumps, while being operated underwater; property while in caissons (box-like structures).
- Self-propelled automobiles (*excluding* self-propelled vehicles designed and used primarily to carry mounted equipment), motor trucks, motorcycles, recreational vehicles and similar self-propelled conveyance designed for highway use and used for the road transportation of people or cargo.
- Snow machines.
- **A Covered Cause of Loss does NOT include:**
 - any cause or event that occurs prior to the rental period.
 - damage from unknown causes or events.
- **The following are NOT covered by insurance:**
 - costs and expenses regarding **pollutants** (*for example*, extracting pollutants from land or water; removing, restoring, or replacing polluted land or water; and testing, evaluating, recording the existence, level or effects of pollutants).
 - loss or damage caused by **biological or chemical materials** (*for example*, the actual or threatened discharge, dispersal, seepage, migration, release, escape or application of any pathogenic or poisonous biological or chemical material).
 - loss or damage caused by **government action** (*unless* the government action was an order to destroy covered property during fire to prevent its spread).
 - loss or damage caused by **nuclear hazards** (*for example*, nuclear reaction or radiation, or radioactive contamination, however caused).
 - loss or damage caused by **war and military action** including war (whether declared or undeclared), civil war or warlike action by a military force; or Insurrection, rebellion, revolution, military or usurped power by governmental or military personnel.
 - loss or damage caused by **blowouts, punctures, other road or field damage to tires or tracks** (*unless* such loss or damage resulted from the total theft of Covered Property).
 - Delay, loss of use, loss of market or consequential loss of any nature.
 - **Dishonest or criminal acts**, including but not limited to conversion and theft, committed by anyone (*other than* authorized users, carriers, other bailees for hire, and employee acts of destruction).
 - The discharge, seepage, migration, dispersal, release or escape of **pollutants** (*unless* the discharge, seepage, migration, dispersal, release or escape of pollutants is caused by fire; lightning; explosion; wind; hail; smoke; riot or civil commotion; vandalism; theft; leakage from fire extinguishing equipment; aircraft or vehicles and objects thrown up by vehicles; falling objects; weight of snow, ice or sleet; sinkhole collapse; water damage; collision, upset or overturn of Covered Property; or accident to the vehicle while carrying Covered Property).
 - The **weight of a load exceeding the registered lifting capacity** of any machine.
 - **Unexplained loss or damage, mysterious disappearance, or shortage disclosed** upon taking inventory or in the course of an audit.

- **Artificially generated electric current** (including electric arcing that disturbs electrical devices, appliances or wires) **unless** the loss or damage caused by lightning.
- **Failure to properly service and maintain the Covered Property** while in an authorized user's possession (including failing to provide lubrication or follow the guidelines as set forth in any manufacturer's manuals).
- **Mechanical breakdown or failure.**
- **Processing or work upon the property.**
- The **ingestion or the drawing in of any foreign object, rocks, dirt, trash or any other material** that causes damage to the Covered Property.
- **Usage** of the Covered Property in a manner **inconsistent with its intended purpose or design.**
- **Wear and tear, gradual deterioration, dampness of atmosphere, inherent vice, freezing or extremes of temperature, corrosion, rust or structural defect.**

Coverage Limits: *The maximum payable per occurrence for each item of Covered Property is the limit shown in the declarations or endorsements, which is available upon request. Rented equipment and its attachments are treated as a single item for limits and deductibles. If a Policy Limit is specified, it applies to all loss or damage in one occurrence, regardless of the number of items or coverages. If an Aggregate Limit is specified, it applies to all rental-related losses during the policy period, regardless of occurrences or number of items.*

Other Insurance and Limits: If there is other insurance covering the same loss or damage, Mendez Equipment Rental LLC's insurance carrier may pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether Customer can collect it or not. Mendez Equipment Rental LLC's insurance carrier will not pay more than the applicable limit of insurance.

I, the Customer, understand the above coverage terms and accept full responsibility for equipment damage or loss not covered by Mendez Equipment Rental LLC's insurance. I acknowledge that I must purchase supplemental insurance or provide proof of alternate coverage if required.