



LOSS DAMAGE WAIVER PROGRAM ADDENDUM

The Loss Damage Waiver (LDW”) may or may not be available for all value-added products, storage units, offices, or equipment (“Equipment”) provided by Lessor and is not offered for third-party managed services or equipment or lease purchases. If the LDW is available in full or in part (in Lessor’s sole discretion) and provided Lessee elects this program and pays the required additional fees, then Lessee shall not be obligated to obtain the property insurance described in the terms and conditions of the Lease Agreement , Contract or Quotation with Lessor and Lessor agrees to relieve Lessee of Lessee’s liability for loss or damage to the Equipment Lessee leases from Lessor for amounts in excess of the amount specified as the deductible, up to the total replacement cost of the Equipment on a per unit basis, per occurrence subject to certain limitations, restrictions and exclusions set forth herein. Payment by Lessee of the fee for the LDW program constitutes consent by Lessee of its participation therein. The LDW is a waiver of specific terms and conditions of the Lease Agreement or Contract with Lessor and is not to be considered as insurance coverage. Unless Lessee provides to Lessor at or prior to delivery of the Equipment, a certificate or evidence of insurance, naming Lessor as an additional insured and loss payee, and evidencing property insurance at least equal to the replacement cost of the Equipment and providing for notice to Lessor in the event of cancellation or non-renewal, Lessee accepts this LDW and will be charged accordingly.

The LDW covers acts of vandalism, fire and natural disasters including heavy wind, lightning, flooding, fallen trees, etc. **THE LDW DOES NOT COVER:** (1) Damage arising from or related to collision and/or upset that occurs during transport and/or relocation of Equipment by Lessee, its employees, agents, invitees or anyone acting at the direction of or on behalf of the Lessee; (2) Damage arising from or related to misuse, abuse, excess wear and tear, abandonment, or the negligence or willful misconduct of the Lessee, its employees, agents, or anyone acting at the direction of or on behalf of the Lessee; (3) Lessee’s unauthorized improvements, modifications, or additions to the Equipment; (4) Lessee’s failure to mitigate additional loss or damage to the Equipment; (5) Lessee’s personal property and/or contents within or upon the Equipment. **LESSEE IS RESPONSIBLE FOR INSURING ITS OWN BELONGINGS;** (6) Damage or loss of use of Equipment due to contamination of the Equipment from Hazardous Materials, as defined in the Lease Agreement or Contract with Lessor. The monthly fee payable by Lessee is specified on the Lease Agreement, Contract or Quotation, and will be billed with on Lessee’s rental invoice. The waivers set forth herein shall not be binding upon Lessor unless the loss, damage, injury, or claim is reported to Lessor, in writing, within twenty-four (24) hours of Lessee’s knowledge of the occurrence. In the event damage to the Equipment is due to acts of vandalism, coverage under the LDW shall only apply if the Lessee files a police report within the time frame set forth above and provides evidence of same to Lessor. In the event of graffiti damage, Lessee shall notify Lessor as required herein, of such graffiti damage. In the event Lessee provides Lessor notice of such graffiti damage as set forth herein and Lessee is current on its rental payments and payments for the LDW, Lessee will not be charged for the graffiti damage at the end of the Lease Term. Lessee understands and agrees that Lessor shall not be required to repair or remove the graffiti damage during the Lease Term and in the event Lessee desires Lessor to remove or repair the graffiti damage, such costs shall be the sole responsibility of Lessee. Lessee agrees to cooperate with and provide Lessor with any and all information requested by Lessor regarding the event that caused damage to the Equipment. Lessee shall not be permitted to add the LDW after delivery of the Equipment unless Lessor agrees in writing and Lessor conducts an inspection of the Equipment and confirms in writing that the Equipment is acceptable for the LDW. Coverage under the LDW provided herein is automatically extinguished and terminated on the date that rent or any other charges due to be paid by Lessee become late and unpaid or upon expiration or termination of the Lease Agreement, Contract or Quotation with Lessor. **NOTHING CONTAINED HEREIN SHALL CONSTITUTE A CONTRACT FOR INSURANCE OR OTHERWISE PROTECT LESSEE FROM LIABILITY TO THIRD PARTIES.**

Additional Terms, Restrictions, Exclusions and Limitations for Equipment Rented from Mobile Mini Tank + Pump Solutions (“Tank and Pump”). All products leased by Lessee from Tank and Pump have a deductible of \$1,000.00 with maximum coverage of \$50,000.00. Customer is liable to company for loss and damage to Equipment for amounts exceeding replacement value of \$50,000, or resulting from the



following; overloading or exceeding the rated capacity of the Equipment; damage to tires or tubes caused by blow, bruises, cuts, road hazards, or other causes inherent in the use of Equipment; loss or damage resulting from improper fuel, lack of lubrication, or other normal servicing of Equipment; use of the Equipment in violation of any terms of the Lease Agreement or Contract with Lessor. Notwithstanding the above, the LDW does not waive Lessee's liability, other than Lessee's liability for damage to the Equipment, subject to the limitations set forth in this Addendum, for damage or injury to real property; any materials of any kind therein, thereon, or nearby the Equipment; liability for death or injury to any person(s); liability for damage to adjacent property of any kind; any loss or damage involving, directly or indirectly, the Lessee's willful, reckless, careless, or negligent use of the Equipment; Lessee's unauthorized improvements, modifications, or additions to the Equipment; mysterious disappearance; Lessee's failure to provide reasonable security or protection of the Equipment; or Lessee's failure to mitigate loss or damage to the Equipment. The LDW shall not otherwise limit the customer's liability to Lessor for compliance with or liability arising under any other terms and conditions of the Agreement or Contract with Lessor.