



LOSS DAMAGE WAIVER PROGRAM ADDENDUM

The Loss Damage Waiver (“LDW”) may or may not be available for all value-added products, units, modular 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, or Contract 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, if any, up to the total replacement cost of the equipment per Unit, per occurrence subject to certain limitations, restrictions and exclusions as 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.

The LDW covers acts of vandalism (subject to certain restrictions and limitations), 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 or of 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. Coverage under the LDW shall not be binding upon Lessor unless the loss, damage, injury, or event 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 Lessee 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 other amounts due under its Lease Agreement or Contract with Lessor, including without limitation, 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 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. Customer shall be responsible for the costs associated with Lessor’s inspection. Coverage under the LDW is automatically extinguished or 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 or Contract with Lessor. **NOTHING CONTAINED HEREIN SHALL CONSTITUTE A CONTRACT FOR INSURANCE OR OTHERWISE PROTECT LESSEE FROM LIABILITY TO THIRD PARTIES.**