

If and only if, we have offered, and you have paid for our **OPTIONAL LIMITED DAMAGE WAIVER ("LDW")** (set forth on P.1, if available) in advance of the Term, you will have no liability to us for 80% of the first \$5,000 of repair/replacement costs for physical damage to Item(s) covered by LDW ("Covered Item(s)"); provided however, that you will, remain fully liable for: (a) all loss of and damage to: (i) Item(s) not covered by LDW; (ii) Covered Item(s) lost or damaged during transportation and/or as a result of: (A) any breach of this Contract by you or your agents, employees, sublessees, transferees, borrowers, successors and/or assigns; (B) theft or other failure to timely return Covered Item(s) to us; (C) negligence, misuse and/or abuse of Rented Item(s) (including submerging, overturning and overloading); (iii) GPS and telematics systems, data, batteries, keys, glass, tires, tubes, tracks, booms, belts, chains, knobs and hoses; (b) 20% of the first \$5,000 of repair/replacement costs for Covered Item(s); and (c) all repair and replacement costs exceeding \$5,000 in the aggregate across all Covered Item(s). You may decline LDW if you provide the property/physical damage/inland marine insurance referenced in § 11. Your insurance, if any, will continue to apply and will remain primary. You agree to assist us in recovering thereunder for all losses covered by LDW. **LDW IS NOT INSURANCE, NOR IS IT A WARRANTY.**

Our Limited Damage Waiver ("LDW") is **NON-REFUNDABLE AND OPTIONAL AND MAY BE DECLINED BELOW ONLY IF YOU PROVIDE INSURANCE AS REQUIRED BY US. IMPORTANT:** If you decline LDW, or if you fail to pay the LDW Fee prior to commencement of the Rental Term, you will be responsible for **all** damage to the Rented Item(s), at the full (new) replacement cost thereof. Otherwise, you will be charged for LDW.

CHOOSE ONE ONLY

DECLINE

I have provided the COI as required under the terms and conditions of the rental contract and DECLINE Damage Waiver.

Customer Signature:

ACCEPT

I have NOT provided the Insurance as required under the terms of the rental contract or if I HAVE provided the insurance required, I have opted to ACCEPT Damage Waiver.

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| <p>Lessor, M Holdings Rental LLC, d/b/a "Palmetto State Rentals" (also referred to herein as "PSR," "Lessor," "we," "us" and "our") hereby rents to you, the undersigned "Customer/Lessee" the item(s) referred to herein as the "Rented Item(s)" on the terms set forth in this Rental Contract ("Contract"). All charges due and coming due under this Contract are subject to <u>final audit</u> by PSR. By signing below, you authorize PSR to charge all amounts due and coming due under this Rental Contract to any and all debit or credit card(s) you provide. IMPORTANT: You, for yourself and for the "Customer / Lessee / Guarantor" acknowledge and agree that you have carefully reviewed, fully understand, and agree to all of the terms and conditions set forth on the front and terms and conditions of this Contract, that you have received a complete and legible copy of this Contract, and that you personally guarantee the prompt payment and performance of all obligations of the Customer/Lessee arising hereunder and/or in connection herewith.</p> |
| <p>SIGNATURE OF/FOR CUSTOMER / LESSEE / GUARANTOR</p> <p>X</p> <p>Name (Printed):</p> <p>Company Name:</p> |

FUEL SURCHARGE: Service charges for fuel not replaced upon return to PSR is \$6.00 per gallon of fuel, or where use of a per-unit-of-fuel charge is prohibited: (a) 10 cents per cc for engines of up to 200 cc; (b) 15 cents per cc up to 2500 cc; and (c) 50 cents per cc for engines over 2500 cc.